

## **CITY OF COSTA MESA CONCESSION AGREEMENT**

This Concession Agreement ("AGREEMENT") is made and entered into as of February 3, 2026 ("the EFFECTIVE DATE"), by and between the City of Costa Mesa, a California municipal corporation ("CITY"), and NEAT COFFEE, a California limited liability company ("CONCESSIONAIRE").

### **RECITALS**

A. CITY is seeking a public/private partnership for the full operation of the City's Café Kiosk at Lions Park located at 1851 Park Avenue, (Exhibit "A") to provide high-quality, gourmet concession café services with full-time staff, with the exclusive right to sell coffee, baked goods and like items.

B. Lions Park is an active campus that is home to the Donald Dungan Library, Norma Hertzog Community Center, Lions Park Event Lawn, Airplane Playground, Downtown Recreation Center, and the Historical Society. The newly constructed Café Kiosk is approximately 1,100 square feet including new decking, where Lions Park campus visitors can enjoy snacks and beverages al fresco.

C. CITY issued a Request for Proposal (RFP 26-05, Exhibit "B") on October 1, 2025, seeking Proposals from qualified applicants for the Lions Park Café Concession Services, for the Parks and Community Services Department. CONCESSIONAIRE timely submitted a proposal to RFP 26-05 (Exhibit "C") and CITY desires to award the Concession to CONCESSIONAIRE.

D. The CITY and CONCESSIONAIRE desire to enter into this AGREEMENT for CONCESSIONAIRE to operate the kiosk at Lions Park Café for the Parks and Community Services Department, subject to the terms and conditions of this AGREEMENT.

### **AGREEMENT**

#### **1.0 PREMISES**

CONCESSIONAIRE shall be allowed to operate the premises described in Exhibit "A," subject to the terms and conditions of this AGREEMENT. CONCESSIONAIRE will manage and operate the City's Café Kiosk at Lions Park, located at 1851 Park Avenue, Costa Mesa, CA which is an approximately 1,100 SF facility, where Lions Park campus visitors can enjoy snacks and beverages al fresco while visiting the location (Exhibit "A").

#### **2.0 TERM AND OPTION**

2.1. Term. The term of this AGREEMENT is from the EFFECTIVE DATE of this AGREEMENT and shall continue for a term of three (3) years.

2.2. Period of Extension. CITY may, at CITY's option, extend the term of this AGREEMENT for a maximum of one (1) three (3)-year extension.

### **3.0 NATURE OF CONCESSION**

CONCESSIONAIRE agrees to comply with all the following conditions:

3.1. Hours of Operation. CONCESSIONAIRE must at all times maintain a written schedule, delineating the operating hours of the Lions Park Cafe. The hours of operation shall be Monday through Sunday from 7:00 a.m. to 5:00 p.m. consistent with CONCESSIONAIRE's Proposal, attached as Exhibit "C."

3.2. Revenue Sharing. CONCESSIONAIRE will pay the CITY three (3%) of all gross revenue generated by café operations. Payment will be submitted by the 15<sup>th</sup> of each month following the month of sales. Payments will be accompanied by the required gross receipts report and monthly revenue/expense statement pursuant to Section G of the RFP. Payments made after the 15<sup>th</sup> of every month but prior to the last day of the month shall incur a five (5) percent penalty. Payments received after a 30-day delinquency shall incur a ten (10) percent penalty per late week. Multiple late payments may result in a breach of contract and termination of Concession Agreement with CONCESSIONAIRE pursuant to the terms outlined in the RFP (Exhibit "B") and consented to by CONCESSIONAIRE (Exhibit "C").

3.3. Capital Improvements and Installation of Equipment. CONCESSIONAIRE agrees to make the following capital improvements at its own expense and in accordance with Section 7 of this AGREEMENT. Unless otherwise agreed to in writing by CITY and CONCESSIONAIRE, all improvements made must permanently remain at the Lions Park Cafe and become property of the City of Costa Mesa. The following identifies the capital improvements needed and that will be conducted by CONCESSIONAIRE:

- (a) CONCESSIONAIRE must provide all necessary equipment, not provided by CITY, and make the facilities fully operational as a café.
- (b) CITY will install a floor drain in the front service area beneath the proposed location of the espresso machine.
- (c) CITY will install water line plumbing to provide filtered water connections for the espresso machine and the batch crew coffee machine.
- (d) CITY shall cooperate with CONCESSIONAIRE in the installation of exterior signage that incorporates the "Neat Coffee" branding alongside the "Café Mesa" name, subject to City approval of all designs and placements.
- (e) All equipment, furnishings and installations purchased by CONCESSIONAIRE shall be new, of modern design, and high-quality construction. All such CONCESSIONAIRE expenditure must

be pre-approved in writing by CITY before any purchase and/or installation is made. Purchased equipment will remain the property of the CONCESSIONAIRE during the concession agreement term and is subject to sale to CITY at the end of the concession agreement's term (minus depreciation costs). CONCESSIONAIRE is solely responsible for proper maintenance and repair of said equipment

**3.4. Operation of Facilities & Regulatory Compliance.** CONCESSIONAIRE will operate and manage the facilities in a competent and efficient manner at least comparable to other well-managed café facilities of a similar type in the Greater Orange County vicinity.

CONCESSIONAIRE will be solely responsible for: 1) all federal, state, and local tax obligations; 2) business license fees for the café location; 3) health department permit fees; 4) required insurance premiums; and 5) any other licenses, permits, or regulatory fees necessary for legal operation.

CONCESSIONAIRE shall offer non-alcoholic beverages and food items for sale to the patrons of the CITY and the general public. Types of products may include, but are not limited to: Hot beverages, hot and iced coffee drinks, teas, sodas, bottled water and juices, hot and iced chocolate drinks, sandwich products, snacks, nuts pastries, cookies, bagels, panini, biscotti, and fresh fruit.

CONCESSIONAIRE shall not offer tobacco, alcoholic products, or chewing gum at any time. CONCESSIONAIRE shall not sell beverages in glass containers.

CONCESSIONAIRE must provide the following: Napkins, serve ware, and beverage containers. Any disposable napkins, serve ware, or beverage containers utilized in the café shall be recyclable or compostable.

Commencement and completion of work shall be performed in strict compliance with CONCESSIONAIRE's Proposal (Exhibit "C"), unless otherwise agreed to in writing by the parties. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence the work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**3.5. Drug-Free Workplace Policy.** CONCESSIONAIRE shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. CONCESSIONAIRE's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

In addition to the operation requirements contained herein, CONCESSIONAIRE shall comply with all operation, equipment and use of premises requirements specified

in RFP 26-05 (attached as Exhibit "B") and consistent with CONCESSIONAIRE's proposal (attached as Exhibit "C").

**3.6. Maintenance of Facilities and Facility Management.** CONCESSIONAIRE will maintain the concession area and surrounding outdoor seating to the highest standards and perform all repairs to the café facility, including maintenance of equipment, as well as trash removal.

Concession cleanliness standards shall include: 1) multiple daily cleaning sweeps of service areas, floors, and equipment; 2) immediate attention to spills or cleanliness issues; 3) daily thorough cleaning of all surfaces, fixtures, and equipment at close of business; 4) pickup and proper disposal of all trash and debris into City-provider trash receptacles; 5) weekly deep cleaning procedures; 6) proper maintenance of all equipment according to manufacturer specifications; and 7) prompt reporting to City facilities staff or any maintenance needs beyond the capabilities of CONCESSIONAIRE.

CONCESSIONAIRE shall provide and maintain: 1) the commercial espresso machine; 2) coffee grinders; 3) batch brew coffee system; 4) freezer for acai bowls (to be scooped, not blended); 5) small wares and service items; 6) point-of-sale system; and 7) outdoor seating furniture and tables for deck area.

**Facility Access and Security.** CONCESSIONAIRE will cooperate with CITY staff to establish secure key control protocols for the café, storage areas, and any assigned gates or doors. Keys must be safeguarded and never duplicated without CITY approval. CONCESSIONAIRE's keyholders will be responsible for opening and securing the facility daily, with backup procedures (approved by CITY) in place of staff absences.

**Utilities and Communications.** CONCESSIONAIRE will pay all utility costs associated with the café operation, including water, electricity, phone, and internet service. CONCESSIONAIRE shall establish its own business telephone line and use their own company mailing address for business correspondence, not CITY contact information.

In addition to the maintenance requirements contained herein, CONCESSIONAIRE shall comply with all operation, equipment and use of premises requirements specified in RFP 26-05 (attached as Exhibit "B") and consistent with CONCESSIONAIRE's proposal (attached as Exhibit "C").

**3.7. Personnel.** CONCESSIONAIRE will at all times retain active, qualified, competent, and experienced personnel to supervise CONCESSIONAIRE's operations at the premises and to represent and act for CONCESSIONAIRE at the premises.

(a) CONCESSIONAIRE agrees that in order to ensure a safe environment for patrons of the café and CITY employees at the site, CONCESSIONAIRE will conduct criminal background checks at CONCESSIONAIRE's expense on all employees, or volunteers, 18

years and older. CONCESSIONAIRE also agrees that failure of an individual to submit to a required criminal background check will result in prohibiting said individual from employment. CONCESSIONAIRE agrees to make every effort to prevent an individual with a history of dangerous criminal behavior from having contact with children or vulnerable adults who are patrons at the café.

- (b) CONCESSIONAIRE must require its attendants and employees to be dressed properly, clean, courteous, efficient, and neat in appearance at all times.
- (c) CONCESSIONAIRE must maintain a close check of attendants and employees to ensure the maintenance of a high standard of service to the public. CONCESSIONAIRE must replace any employee for good cause pursuant to applicable federal and state laws.
- (d) CONCESSIONAIRE's staff training program, which shall be documented, shall include: 1) CONCESSIONAIRE service philosophy and customer interactive standards; 2) Espresso preparation and coffee brewing techniques; 3) food safety and sanitation practices; 4) point-of-sale system operation and cash handling procedures; 5) knowledge of menu items, ingredients, and accommodation of dietary needs; 6) sustainability practices including proper sorting of recyclables and compostables; 7) emergency procedures and protocols; 8) Orange County Health Department compliance requirements.
- (e) CONCESSIONAIRE's Safety Training Plan must address both employee and public safety as follows: 1) All staff will be trained in safe equipment operation, including proper use of espresso machines, grinders, blenders, and warming equipment; 2) slip, trip, and fall hazard prevention through immediate spill cleanup and proper floor maintenance; 3) burn and cut prevention protocols; 4) proper lifting techniques for inventory handling; 5) food allergen awareness and prevention of cross-contamination; 6) emergency contact information and procedures posted in staff areas; 7) First aid kit maintained on premises; 8) regular safety meetings to review procedures and address concerns; and 9) workers' compensation insurance maintained as required by California law.

3.8. Cost of Operation. CONCESSIONAIRE will assume the full cost of operating the facility, including staff, insurance, electricity, telephone/internet access, custodial, minor building and facility maintenance (under \$500 per incident) and upkeep.

3.9. Common Area. CITY will maintain the common area outside the café facility, including the restrooms, walkway, walkway lighting, and landscaping. CITY will maintain landscaping in the common area, and to procure trash bags for trash cans on a daily basis.

3.10. Coordination of Concessions. CONCESSIONAIRE will be responsible for the coordination of any concessions within the facility. CONCESSIONAIRE must obtain the approval of the Director of Community Services prior to the installation of any vending machine(s) on the premises. If approval is granted by the Director of Community Services, the installation and maintenance of aforementioned vending machine(s) will be done at the cost of CONCESSIONAIRE.

3.11. Publicity and Programs. CONCESSIONAIRE is responsible for the marketing of its programs and facility and all costs associated with said marketing, with the exception of the CITY's Bulletin of Activities, Class Schedule & Programs Guide. CONCESSIONAIRE will be notified of the due dates for all information contained in the Guide and will be expected to submit information as required to meet the CITY's publication schedule.

3.12. Prices. A schedule of prices charged for all goods and/or services supplied to the public on the premises must also be maintained. All prices charged for goods and/or services supplied to the public must be fair and reasonable, based upon the following considerations:

- (a) CITY's primary purpose for entering into this AGREEMENT is to promote development of, and make available, drinks and refreshments services for the benefit of the public; and
- (b) CONCESSIONAIRE will be entitled to charge prices for the goods, and services offered in accordance with this AGREEMENT that are reasonable and consistent with market prices charged by other competing and/or comparable businesses in the greater Orange County vicinity provided.
- (c) A specific discount program will include: 1) a library cardholder discount (presented at the time of purchase); 2) senior discount; 3) Cost Mesa city staff discount; 4) special event pricing for city-hosted events; and 5) story time specials (discounted parent/child combos coordinated with library programming).

3.13. Financial Management and Reporting. CONCESSIONAIRE shall establish a cloud-based point of sale system that: 1) records all transactions with automatic sales totals and transaction counters that cannot be reset; 2) issues sequentially numbered customer receipts for all transactions; 3) maintains detailed electronic records accessible to CITY auditors; 4) provides real-time reporting capabilities; 5) enables CITY staff to access financial data as specified in the concession agreement. In the event of system failure, CONCESSIONAIRE shall immediately implement manual record-keeping using

pre-numbered receipt books and will record all transactions until system functionality is restored. Under no circumstances shall CONCESSIONAIRE conduct unrecorded sales.

- (a) Cash Handling. While CONCESSIONAIRE anticipates that the majority of transactions will be electronic (credit/debit cards, mobile payments), we will accept cash up to the specified \$30 single-purchase limit, with amounts exceeding this limit processed via electronic payment. CONCESSIONAIRE'S detailed cash handling procedures shall include: 1) opening and closing cash counts with documentation; 2) cash drawer limits to minimize loss exposure; 3) dual-employee counts for all cash transactions over specified thresholds; 4) daily reconciliation of cash receipts against register accounts; 5) secure transport and bank deposit procedures; and 6) documentation trail for all cash transactions.
- (b) Separate Accounting. As required by the concession agreement, CONCESSIONAIRE will establish and maintain a separate bank account dedicated exclusively to Lions Park Café operations. All revenue from the case shall be deposited into this account, and all café-related expenses shall be paid from this account. This separation ensures clean accounting and facilities audit and verification of gross receipts.
- (c) In addition to the accounting requirements contained herein, CONCESSIONAIRE shall comply with the Payment, Reporting and Accounting requirements specified in Section G of the RFP 26-05 (attached as Exhibit "B") and consistent with CONCESSIONAIRE'S proposal (attached as Exhibit "C").
- (d) Monthly Reporting requirement. By the 15<sup>th</sup> of each month, CONCESSIONARE shall provide the CITY: 1) payment of the monthly fee as specified in the revenue-sharing proposal (attached as Exhibit "C"); 2) Cash basis monthly gross receipts report showing the total sales and payment calculations; and 3) any notes or explanations of unusual circumstances or variations from typical operations.
- (e) Annual Reporting requirements: Within 60 days of each contract anniversary, CONCESSIONAIRE shall provide the CITY: 1) an annual profit and loss statement prepared by a certified public accountant; 2) balance sheet in a form acceptable to the City Manager or designee; 3) statistical summary of operations including patron counts, popular items, seasonal trends; and 4) narrative report on café's contribution to the Lions Park campus community.
- (f) Audit Cooperation. CONCESSIONAIRE understands and agrees that the CITY may audit its books and records at any time during the contract term and for four years following the termination of the contract. CONCESSIONAIRE agrees to: 1) maintain all required documentation including general ledgers, journals, vouchers, checks, tickets, bank

statements, tax returns, and daily sales records; 2) provide full access to all accounting records at reasonable times; 3) cooperate completely with CITY auditors/independent accounting firms contracted by the CITY; 4) ensure all records are organized, complete, and readily accessible; and 5) treat city requests for confidential information (such as tax returns) with appropriate discretion. CONCESSIONAIRE acknowledges that if any audit reveals under-reporting of gross receipts resulting in loss of revenue to the CITY exceeding 2% of amounts due, CONCESSIONAIRE shall be responsible for applicable penalties, back payments, and potentially liquidated damages as specified in the agreement.

#### **4.0 INDEPENDENT CONTRACTOR**

In its performance hereunder, CONCESSIONAIRE shall at all times be deemed an independent contractor and not an agent or employee of the CITY. CONCESSIONAIRE, its employees, agents, subcontractors, and volunteers shall have no power to bind or commit the CITY to any decision or course of action and shall not represent to any person that they have such power and/or authority.

#### **5.0 INSURANCE**

5.1. Minimum Scope and Limits of Insurance. CONCESSIONAIRE shall obtain, maintain, and keep in full force and effect during the life this agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by the CITY.

CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain, at his own expense, a policy or policies of commercial general liability insurance, including premises-operations, product/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.

CONCESSIONAIRE agrees that at all times during the term of this agreement it will maintain business automobile liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

The CONCESSIONAIRE must maintain Worker's Compensation limits as required by the State of California and Employers Liability with limits of at least \$1,000,000. CONCESSIONAIRE agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by CONCESSIONAIRE for the CITY and to require each of its

subcontractors, if any, to do likewise under their workers' compensation insurance policies.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) "The CONCESSIONAIRE's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (b) The policy must provide Comprehensive General Liability Protection and must include, among other types of coverage, Contractual Liability and Products Liability.
- (c) The policy must provide insurance in the aforementioned amount on account of liability imposed upon the CONCESSIONAIRE by law for damage caused by negligent act, error or omission of CONCESSIONAIRE or any person for whose acts CONCESSIONAIRE is liable arising out of the conduct of the terms of this AGREEMENT.
- (d) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insured with respect to: liability arising out of activities performed by or on behalf of the CONCESSIONAIRE pursuant to its contract with the City; products and completed operations of the CONCESSIONAIRE; premises owned, occupied or used by the CONCESSIONAIRE; automobiles owned, leased, hired, or borrowed by the CONCESSIONAIRE."
- (e) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (f) Other insurance: "The CONCESSIONAIRE's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (g) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(h) The CONCESSIONAIRE'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.

At all times during the term of this AGREEMENT, CONCESSIONAIRE shall provide to CITY certificates of insurance showing the insurance coverage and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this agreement. Notwithstanding any other provisions of this AGREEMENT to the contrary, CONCESSIONAIRE does not have the right to possession of the property until the certificate is filed with the CITY.

The Certificate of Insurance should be submitted annually fifteen (15) days prior to expiration of the insurance, to the Community Services Department for verification.

5.3 Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the names insured can satisfy any such deductible or self-insured retention.

5.4. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONCESSIONAIRE may be held responsible for payments of damages to persons or property.

## 6.0 INDEMNITY

6.1. Indemnification and Hold Harmless. CONCESSIONAIRE agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at CONCESSIONAIRE's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the CONCESSIONAIRE, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONCESSIONAIRE, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONCESSIONAIRE, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the CONCESSIONAIRE, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONCESSIONAIRE, its

employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONCESSIONAIRE shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications contained in the RFP or CONCESSIONAIRE's Proposal, which shall be of no force and effect.

## **7.0 ALTERATIONS AND IMPROVEMENTS**

CONCESSIONAIRE agrees to make the equipment installations and alterations and improvements identified in Section 3.3. of this AGREEMENT in accordance with the following terms and conditions:

7.1. Construction Approval. CONCESSIONAIRE may not construct any building, structure, or other improvement on the premises unless the plan showing the location and construction plans and specifications are first approved by the Director of Parks and Community Services, the Director of Economic and Development Services and the Director of Public Works.

7.2. Standards. Any construction must be done in accordance with CITY's Building Code and must be constructed of all new or commercially-acceptable material, as approved by CITY.

CONCESSIONAIRE must obtain building permits from the Director of Economic and Development Services as required by CITY's Code of Ordinances.

CONCESSIONAIRE must prepare final plans and specifications substantially conforming to the preliminary approved by the Director of Parks and Community Services and deliver to the Department of Economic and Development Services one complete set as approved by all government agencies of CITY having jurisdiction over the project. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency of CITY in connection with the application for permit approval. Any work that does not comply with the approval final plans and specifications, or that does not comply with all applicable laws and regulations, including, but not limited to, building and safety codes and environmental laws, will be promptly redone at CONCESSIONAIRE's cost and expense.

CONCESSIONAIRE must notify the Director of Parks and Community Services of CONCESSIONAIRE's intention to commence construction or bring any building materials onto the premises. CITY will have the right to post and maintain on the premises any notices of non-responsibility provided for under applicable law, and to inspect the premises in relation to the construction at all reasonable times.

7.3. Changes and Alterations. All changes and alterations will be of such a character that, when completed, the value and utility of the building, structure, or other improvement changed or altered by the changes or alterations, will not be less than the value and utility immediately before the change or alteration.

7.4. Workmanlike Manner. All work done in connection with any changes or alterations must be performed in a good and workmanlike manner and with due diligence.

7.5. Improvements. CONCESSIONAIRE may not remove or demolish, in whole or in part, any improvement upon the premises without the prior written consent of CITY, which may, at its sole discretion, condition its consent upon the obligation of CONCESSIONAIRE to replace the improvement, in whole or in part.

7.6. Further Acts. CITY, upon written request of CONCESSIONAIRE, will execute any instruments as may be reasonably necessary to subject CITY's fee interest in the premises to easements for the installation, maintenance, repair, and replacement of normal utilities to service the premises; provided, however that CITY will incur no out-of-pocket costs, liabilities, obligations, or expenses as a result of the granting for the installation, maintenance, repair, or replacement of utilities during the term of this AGREEMENT.

7.7. Payment for Utility Services. CONCESSIONAIRE must pay all charges for electricity and telephone services. All utility services must be billed in CONCESSIONAIRE's name.

7.8. Damage to or Destruction of Improvements. In the event of damage to, or destruction of, CONCESSIONAIRE-constructed facilities, or if improvements located within the premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce declaration, CONCESSIONAIRE must within fifteen days, commence and diligently pursue to complete the repair, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the premises for the purposes required by this AGREEMENT. Repair, replacement, or reconstruction of improvements within the premises must be accomplished according to plans approved by the Director of Community Services.

## **8.0 LIENS**

8.1. Payment of Liens. Subject to CONCESSIONAIRE's right to contest the same as provided herein, CONCESSIONAIRE agrees that it will pay as soon as due all mechanics, laborers, materialmen, contractors, subcontractors, or similar charges, and all other charges whatever nature which may become due, attached to or payable on the premises for any structure or other improvements thereon, from and after the date that this AGREEMENT is executed, or as a result of any work performed on the premises by CONCESSIONAIRE or any of CONCESSIONAIRE's agents, employees, or contractors

prior to that date. CONCESSIONAIRE will not be responsible for any charges arising from work performed on the premises by the CITY's employees or agents.

8.2. No Agency. CONCESSIONAIRE is not in any respect an agent of CITY, nor is CONCESSIONAIRE authorized to do any act or to make any contract encumbering or in any manner affecting the title or rights of CITY in or to reversionary interest of CITY in the premises or the improvements thereon.

8.3. Discharge of Liens. If any mechanics' or other liens are filed against the premises or an interest therein, which are caused by CONCESSIONAIRE's conduct, CONCESSIONAIRE must cause the same to be discharged of record within ninety (90) days after the date of filing the same, or otherwise free the premises from the effect of the claim of lien and any action brought to foreclose the lien; or CONCESSIONAIRE must promptly furnish to CITY a bond in an amount and issued by a surety company satisfactory to CITY, securing CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien.

8.4. Contest of Liens. CONCESSIONAIRE will have the right to contest any liens in good faith and with due diligence, provided that during the time CONCESSIONAIRE contests the liens, CONCESSIONAIRE must furnish CITY with a bond in an amount and issued by a surety company satisfactory to CITY securing CITY against payment of the lien and against any and all loss or damage whatsoever in any way arising from the failure of CONCESSIONAIRE to discharge the lien, and provided further the CONCESSIONAIRE must fully pay and immediately discharge the amount of any final judgment rendered against CITY or CONCESSIONAIRE in any litigation involving the enforcement of the liens or their validity, provided that the lien(s) arose from CONCESSIONAIRE's conduct.

8.5. Failure to Discharge. In the event of CONCESSIONAIRE's failure to discharge liens arising from its conduct, to satisfy any uncontested lien within the ninety (90) day period, or to pay and satisfy any judgment, CITY may, but is not obligated to, pay the amount inclusive of any interest and any costs assessed against CONCESSIONAIRE in the litigation, or may discharge the lien by contesting its validity, or by any other lawful means.

## **9.0 SAFETY REQUIREMENTS AND OPERATIONS**

9.1. Safety Hazards. All work performed under this AGREEMENT must be performed in a manner that meets or exceeds all State of California safety regulations. The CITY reserves the right under California law to issue restraining or cease and desist orders to CONCESSIONAIRE when unsafe or harmful acts are observed or reported relating to or connected with CONCESSIONAIRE's performance under this AGREEMENT.

9.2. Hazard Free Premises. CONCESSIONAIRE must maintain the premises free of hazards to persons and/or property resulting from operations. Any hazardous condition noted by the CONCESSIONAIRE, at any place on the premises that is not a result of CONCESSIONAIRE's operations, must be reported to CITY as soon as reasonably possible.

## **10.0 MAINTENANCE AND REPAIR**

10.1. Preservation of Premises. CONCESSIONAIRE must at its sole cost and expense, throughout the term of this AGREEMENT, maintain, and as reasonably necessary, remodel, refurbish, or otherwise preserve the buildings, structures, other improvements, equipment, fixtures and signs on the premises in a safe, clean, and sanitary condition and in compliance with all requirements of law. CONCESSIONAIRE must also conduct its operations on the premises, using the best known available and practical devices and facilities, to reduce as much as is reasonably able to, considering the nature and extent of CONCESSIONAIRE's operations, the emanating from the premises of noise, vibration, movements of air, fumes, and odors so as not to interfere unreasonably with the use of other adjoining premises.

10.2. Inspection. CITY, by its officers, employees, agents, representatives, and contractors, has the right at all reasonable times to enter upon the premises for the purpose of inspecting the premises for any maintenance violations. CONCESSIONAIRE must correct each and every violation as soon as possible but no later than seventy-two (72) hours after being informed in writing by the CITY of the maintenance violations.

10.3. Corrections. If CONCESSIONAIRE fails to correct any unsafe, unclean, or unsanitary condition within seventy-two (72) hours after being notified in writing to do so by CITY, CITY has the right, but not the obligation, to enter the premises and remedy the condition or conditions and charge the cost to CONCESSIONAIRE without any liability for any resulting business loss or damage. In the event of an emergency, CITY has the right, but not the obligation, to immediately enter the premises to remedy any unsafe, unclean, or unsanitary condition and charge the cost to CONCESSIONAIRE. CITY will notify CONCESSIONAIRE of the emergency as soon as reasonably possible.

10.4. Maintenance. CONCESSIONAIRE must paint, clean, and reasonably preserve and refurbish the surfaces of the interior and exteriors of all buildings, structures, and work areas on the premises.

## **11.0 TITLE**

11.1. Surrender of Possession. At the expiration of the term of this AGREEMENT or upon earlier termination, this AGREEMENT will terminate without further notice and CONCESSIONAIRE must immediately surrender possession of the premises to CITY, and all structures and other improvements must remain.

11.2. Removal. No structures or other improvements may be removed from the premises or voluntarily destroyed or damaged during the term of this AGREEMENT without prior written consent of the City Manager, which may be granted or withheld in the sole discretion of the City Manager.

11.3. Personal Property. Any and all personal property, not attached to or installed in any building, structure, or other improvement that CONCESSIONAIRE places in, upon, or about the premises during the term may be removed prior to the expiration of the term of this AGREEMENT and will, as between CITY and CONCESSIONAIRE, be and remain the personal property of CONCESSIONAIRE.

11.4. Utility Fixtures. Notwithstanding any terms to the contrary contained in this AGREEMENT, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment ("Utility Fixtures") are deemed to be part of the realty, and regardless of whether or not any item or equipment can be removed without structural damage to the building, structure, or improvement in which it is installed, no Utility Fixture may be removed from any buildings, structures, or other improvements, except for repairs, alterations, and replacement with like equipment, without the consent of CITY, and all Utility Fixtures must remain as a part of the realty at the expiration or termination of the term of this AGREEMENT.

## **12. ASSIGNMENT AND SUBLetting**

CONCESSIONAIRE may not sublet all or any part of the premises or assign this AGREEMENT or any interest in the premises, without first obtaining the written consent of CITY. The giving of any consent will not be a waiver of any right to object to further or future assignments or subleases, consent to which must be first obtained in writing from CITY. Any assignment of this AGREEMENT to an assignee approved by CITY will not relieve the assignor of any liability under this AGREEMENT arising after the effective date of the assignment unless CITY expressly and in writing releases the assignor, assignor will remain fully liable under this AGREEMENT during the entire unexpired term. CITY will have forty-five (45) days to approve or disapprove any proposed sublease, assignment, or transfer submitted by CONCESSIONAIRE.

## **13. COMPLIANCE WITH LAW**

13.1. Operation. CONCESSIONAIRE must conduct all operations in accordance with, and comply with, and must cause all sub-leases, permittees, licensees, assignees, and/or concessionaires to conduct all operations in accordance with, and comply with, all federal, state, and local laws, ordinances, and rules and regulations applicable to the business, whether now in effect or hereafter adopted (including, without limitation, those of the City of Costa Mesa, the County of Orange, the State of California, and the United States of America), including, but not limited to, compliance with all technical construction codes adopted by the City of Costa Mesa, and all rules and regulations adopted for the operation of the premises, to the extent CONCESSIONAIRE is able to control the conduct of third parties by means of reasonable efforts.

13.2. Notice of Default. If CITY determines that CONCESSIONAIRE is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY shall serve CONCESSIONAIRE a written notice of the default. CONCESSIONAIRE shall have thirty (30) days after service of said notice to cure the default. If, however, any default cannot be physically corrected within thirty (30) days, and if CONCESSIONAIRE has commenced to remedy the default promptly after the receipt of notice, and continuously and diligently proceeds in good faith to eliminate the default, then the period for correction will be extended as reasonably necessary to correct the default. If CONCESSIONAIRE fails to cure the default pursuant to this section, CITY shall have the right to immediately terminate this AGREEMENT.

#### 14. NOTICES

All notices, requests, demands, or other communications under this AGREEMENT must be in writing. Notice will be sufficiently given for all purposes as follows:

- (a) Personal Delivery. When personally delivered to the recipient, notice is effective on delivery.
- (b) First-class Mail. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.
- (c) Certified Mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- (d) Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purposes of giving notice are as follows:

<u>CONCESSIONAIRE:</u>	<u>CITY:</u>
Alexandria (Ally) Gavin 1922 Pomona Avenue Costa Mesa, CA 92627	City of Costa Mesa Attn: Director of Parks & Community Services 77 Fair Drive Costa Mesa, CA 92626

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed effective as of the first date the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this AGREEMENT.

## **15. AMENDMENTS AND MODIFICATIONS**

This AGREEMENT may not be amended or modified in any way, except in writing signed by both parties.

## **16. APPROVALS BY CITY**

No consent, approval, or satisfaction of CITY, and no waiver by CITY of any provision will be effective unless in writing specifically referring to this AGREEMENT and executed by the City Manager or his designee for CITY; no consent, approval, or satisfaction with respect to this AGREEMENT will be inferred or implied from any other act or omission of CITY or any agent or employee of CITY. Similarly, unless expressly provided, no approval, consent, or other action taken by CITY under or pursuant to this AGREEMENT will in any way restrict or diminish the rights, powers, or jurisdiction of CITY, its City Council, its Commissions, and other agencies with respect to the governance of the premises and all improvements, business, and activities located on or conducted on the premises.

## **17. GENERAL PROVISIONS**

17.1. No Exclusive Remedy. No remedy or election provided by any provisions in this AGREEMENT will be deemed exclusive unless so indicated but will whenever possible be cumulative with all other remedies in law or equity, except as otherwise specifically provided herein.

17.2. Covenant and Condition. Each provision will be deemed both a covenant and condition.

17.3. Time and Essence. Time is of the essence of this AGREEMENT and of each and every provision of this AGREEMENT where time is a factor.

17.4. Paragraph Headings. The paragraph and subparagraph headings in this AGREEMENT are for convenience and reference only, and are not intended to and do not define, govern, limit, modify, or in any manner affect the scope, meaning or intent of any provision in this AGREEMENT.

17.5. Independent Contractor. CONCESSIONAIRE is and shall be acting at all times as an independent contractor and not as an employee of City. CONCESSIONAIRE shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of CONCESSIONAIRE or any of CONCESSIONAIRE's employees, except as set forth in this Agreement. CONCESSIONAIRE shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or

employees of City. CONCESSIONAIRE shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONCESSIONAIRE and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. CONCESSIONAIRE shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. CONCESSIONAIRE further agrees to indemnify and hold City harmless from any failure of CONCESSIONAIRE to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to CONCESSIONAIRE under this Agreement any amount due to City from CONCESSIONAIRE as a result of CONCESSIONAIRE's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

17.6. PERS Eligibility Indemnification. In the event that CONCESSIONAIRE or any employee, agent, or subcontractor of CONCESSIONAIRE providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, CONCESSIONAIRE shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONCESSIONAIRE or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONCESSIONAIRE and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

17.7. Cooperation. In the event any claim or action is brought against CITY relating to CONCESSIONAIRE's performance or services rendered under this Agreement, CONCESSIONAIRE shall render any reasonable assistance and cooperation which CITY may require.

17.8. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses,

including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by CONCESSIONAIRE. CONCESSIONAIRE shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY.

17.9. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The CITY will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The CITY shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

17.10. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require CONCESSIONAIRE or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

17.11. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of CITY and to participate in any meeting required with regard to the correction.

17.12. Prohibited Employment. CONCESSIONAIRE will not employ any regular employee of CITY while this Agreement is in effect.

17.13. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

17.14. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

17.15. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

17.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and CONCESSIONAIRE and not other parties are intended to be direct or incidental beneficiaries of this Agreement and not third party shall have any right in, under or to this Agreement.

17.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

17.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

17.19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstances, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

17.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

17.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

17.22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

17.23. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties are formally bound to the provisions of this Agreement.

17.24. Consent or Approval. In the event any provision under this AGREEMENT requires or anticipates that either party make judgment, give consent or approval, or exercise discretion, that party agrees to do so reasonably and in good faith, with due diligence, except in those specific instances where an AGREEMENT provision specifically sets forth a different standard of approval, in which case the specific standard of that AGREEMENT provision will govern.

17.25. Jurisdiction. This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in Los Angeles County, California.

17.26. Security. CONCESSIONAIRE hereby acknowledges that the CITY has no obligation to provide security. CONCESSIONAIRE assumes all responsibility for the protection of the CONCESSIONAIRE, its employees, agents, invitees, customers, and property from acts of third parties.

17.27. Relationship. Nothing contained in this AGREEMENT will be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between CITY and CONCESSIONAIRE or any other relationship other than grantor and concessionaire.

17.28. Attorney's Fees. If an action is instituted to enforce any provision or for damages by reason of an alleged breach of any provision of this AGREEMENT, the prevailing party will be entitled to receive from the other party all costs and expenses and an amount as the court may adjudge to be reasonable attorneys' fees and costs.

17.29. Complete Understanding. This AGREEMENT represents the full and complete understanding between the parties with respect to the subject matter. No verbal

agreements or representations or implied covenants will be held to vary the provisions of this AGREEMENT.

17.30. Further Assurances. CONCESSIONAIRE and CITY will execute any and all additional papers, documents, and other assurances and will do any and all acts or things reasonably necessary in connection with the performance of their obligations to carry out the express intent of the parties to this AGREEMENT in a timely manner.

17.31. Force Majeure. If the performance by CONCESSIONAIRE of any of its obligations or undertakings under this AGREEMENT is interrupted or delayed by an occurrence not occasioned by the conduct of either party to this AGREEMENT, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this AGREEMENT, then CONCESSIONAIRE will be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of the occurrence.

17.32. Exhibits. All exhibits identified in this AGREEMENT are incorporated into the AGREEMENT by this reference.

[Signatures appear on following page.]

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT on the date first written above.

**CONSULTANT**

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Signature

---

[Name and Title]

**CITY OF COSTA MESA**

---

Cecilia Gallardo-Daly  
City Manager

ATTEST:

---

Brenda Green  
City Clerk

APPROVED AS TO FORM:

---

Kimberly Hall Barlow  
City Attorney

APPROVED AS TO INSURANCE:

---

Ruth Wang  
Risk Management

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

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

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

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

APPROVED AS TO CONTENT:

---

Monique Villasenor  
Project Manager

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

DEPARTMENTAL APPROVAL:

---

Brian Gruner  
Parks and Community Services Director

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

APPROVED AS TO PURCHASING:

---

Carol Molina  
Finance Director

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

**EXHIBIT A**  
**LIONS PARK CAFÉ LOCATION**



**EXHIBIT B**

**RFP 26-05**



**REQUEST FOR PROPOSAL 26-05**

**FOR**

Lions Park Café Concessions Services



**Parks and Community Services Department**  
**CITY OF COSTA MESA**

**Released on October 1, 2025**

**RFP Facilitator: Mike Fuentes; [mike.fuentes@costamesaca.gov](mailto:mike.fuentes@costamesaca.gov)**

**REQUEST FOR PROPOSAL  
FOR  
Lions Park Café Concessions Services**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Lions Park Café Concessions Services for the Parks and Community Services Department. The awarded Contract, (hereinafter referred to as “Contract”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

**I. GENERAL INFORMATION**

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of over \$224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**2. Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

<b>3. Release of RFP</b>	<b>October 1, 2025 at 5:00pm</b>
<b>4. Mandatory Pre-Proposal Conference</b>	<b>October 8, 2025 at 10:00am</b>
<b>5. Deadline for Written Questions</b>	<b>October 13, 2025 at 10:00am.</b>
<b>6. Responses to Questions Posted</b>	<b>October 16, 2025 at 5:00pm</b>
<b>7. Proposals are Due</b>	<b>October 22, 2025 at 10:00am</b>
<b>8. Interviews (if held)</b>	<b>November 4-6, 2025</b>
<b>9. Approval of Contract</b>	<b>November/December 2025</b>

\*\*All dates are subject to change at the discretion of the City.

**Pre-Proposal Conference:** A **MANDATORY Pre-Proposal conference** will be held on **October 8 at 10:00 a.m.** at 1845 Park Ave Costa Mesa CA, 92627 in the Norma Hertzog Community Center parking lot to begin job site walkthrough. A Pre-Proposal conference is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award.

**3. Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A—Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. See section B in Scope of Work

## **II. GENERAL INSTRUCTIONS AND PROVISIONS**

**1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
  4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
  5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
  6. .
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
  1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
  2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
  - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
  - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:
  1. Vendor Application Form
  2. Company Profile & References
  3. Ex Parte Communications Certificate
  4. Disclosure of Government Positions
  5. Disqualifications Questionnaire
  6. Bidder/Applicant/Contractor Campaign Contribution
  7. Cost Proposal

## 2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the total lump sum fee.
  - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on October 22, 2025. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than October 13, 2025 at 10:00 A.M. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
  - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

**3. Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance

with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

- 1. Qualifications of Experience of Key Personnel ----- 30%**
- 2. Qualifications of the Firm ----30%**
- 3. Method of Approach ----25%**
- 4. Cost Proposal ---- 15%**

**4. Evaluation of Proposals and Selection Process:** In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **November 4-6, 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

**5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

**A. Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

**6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

**7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

**8. Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the

information from disclosure and may release the information sought without any liability to the City.

**9. Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

**10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

**11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

**12. Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

**13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

**14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to [www.Planetbids.com](http://www.Planetbids.com)

## APPENDIX A

### SCOPE OF WORK

#### Background

The City is seeking a public/private partnership for the full operation of the City's Café Kiosk at Lions Park located at 1851 Park Ave. This exciting project was made possible through the generous support of Orange County Supervisor Katrina Foley's office, whose investment helped bring this initiative to life. As a city known for its vibrant culture and strong sense of community, Costa Mesa proudly boasts a thriving scene of independent, locally owned coffee shops that add character and flavor to every neighborhood, in which the City intends to have at this cafe.

Lions Park is an active campus that is home to the Donald Dungan Library, Norma Hertzog Community Center, Lions Park Event Lawn, Airplane Playground, Downtown Recreation Center, and Historical Society. The newly constructed Café Kiosk is approximately 1,100 SF including new decking, where Lions Park campus visitors can enjoy snacks and beverages al fresco.

The City of Costa Mesa (City) requests proposals from a local, highly motivated, qualified Gourmet Cafe service business (Vendor) to be responsible for the operations and management of the City's Café Kiosk at Lion's Park.

#### A. Objectives

1. Enter into a Concession Agreement with the City, pursuant to the terms and conditions set forth in the agreement, for a selected vendor to provide the requested services.
2. The City's specific objectives for the selected vendor would be to provide high-quality, gourmet concession cafe services with full-time staff.
3. Among the various rights granted to the selected vendor in the Concession Agreement is an exclusive right to sell coffee, baked goods, and like items at the Lions Park Café (Café).

#### B. Qualifications

1. The selected vendor must be local to the City of Costa Mesa and have been in the business of providing the services described in this RFP for the period of three (3) years.
2. This RFP will request references of other government agencies or property managers, who can vouch for work performance of Vendor, where similar services were provided.

#### C. Concession Agreement and Improvements

1. The selected vendor will enter into a concession agreement with the City, with an initial term of three (3) years, plus an option for one 3-year extension, to operate and maintain a food and beverage service facility at the Café space.
2. The selected vendor will pay the City monthly as stated herein. The City has the right to cancel the concession agreement with (30) days written notice and without cause.

3. The Concession Agreement may include provisions for the following: Vendor-provided necessary additional equipment, supplies, and furniture to operate the Café.
4. The City is willing to consider unique partnership arrangements to assist the successful vendor with the operations of the space.
5. As the City has made a significant investment in the Café, proposed vendor improvements and finishes shall be reviewed and approved by the City for fit with the building, site, and surroundings prior to implementation of the improvement.

## D. Operations

1. It is intended that the Café be a community amenity for residents and visitors to the Library, Park, and surrounding community centers.
2. The selected vendor may be a standalone vendor or a vendor that includes multiple partnerships to provide the desired services. All proposals must include any partnerships to be proposed.
3. The selected vendor must obtain and maintain all necessary business licenses required to operate the Café throughout the term of the Agreement. A separate business license, outside of vendors' other location, will be required for this café.
4. Vendor must obtain an Orange County Public Health Permit to operate legally in the County of Orange. The permit shall be posted within the premises at all times.
5. The selected vendor must operate during the majority of the Donald Dungan Library operating hours and during special City events, with exception of inclement weather.
6. The selected vendor shall offer non-alcoholic beverages and food items for sale to the patrons of the City and the general public. Types of products may include, but are not limited to: Hot beverages, hot and iced coffee drinks, teas, sodas, bottled water and juices, hot and iced chocolate drinks; sandwich products, snacks, nuts, pastries, cookies, bagels, panini, biscotti, and fresh fruit.
7. No tobacco or alcoholic products may be offered or sold at any time.
8. Industry standards for dispensing temperatures must be met.
9. The vendor shall not sell chewing gum or beverages in glass containers.
10. A microwave, oven, toaster oven, air fryer or other type of warmer may be used to heat pre-packaged and food cooked offsite.
11. The selected vendor must have a sustainability program that includes a recycling and composting program in compliance with State and local laws.
12. The selected vendor must provide the following: Napkins, serve ware, and beverage containers. Any disposable napkins, serve ware, or beverage containers utilized in the café shall be recyclable or compostable.

13. The selected vendor shall comply with City Municipal code prohibiting the use polystyrene foam in city facilities.
14. The selected vendor must adhere to current and future California State law and City ordinances as they pertain to composting and arrange for organic waste recycling services to meet all State and local requirements.
15. Vendor shall not freely distribute end of day concessions to existing to park patrons. Vendor shall make best effort to work with local non-profit organizations to find alternative methods for disposal of extra concessions.
16. The selected vendor shall address all complaints relating to the operations of the café concessions and its employees.
17. City programs and events are not obligated to source refreshments from Café and may purchase outside food and drinks or hire a caterer. Best efforts will be made to work with the Café Vendor when feasible.
18. The selected vendor's operations shall comply with all local and state regulations at all times. City will not incur any costs associated with such compliance.
19. The selected vendor must obtain and maintain necessary insurance required by the City to operate the Cafe.
20. The selected vendor must provide fair and reasonable prices.
21. The City must approve all signage, posters, and menu boards, and their locations prior to installation. The use of advertised specials may be used to induce patrons to purchase from the cafe. Specials shall be tasteful, true, and achievable with adequate quantities. Any misleading, or bait and switch advertising may be cause for contract termination after the reporting and verification of three (3) incidents in any given twelve (12) month period.
22. The selected vendor will be permitted to host up to 12 special events per year on event lawn with no fee, pending approval through TESSA permit reviews.

## **E. Equipment and Use of Premises**

1. Café facilities and equipment, as listed in attachment A, shall be used solely for the purposes described in the scope of services herein.
2. City will designate which space or areas vendor may use in the performance of the responsibilities as set forth herein to conform to City's established priorities.
3. These specifications will become part of concession agreement and shall be binding upon the parties thereto.
4. Vendor and City respectively will provide the equipment and fixtures. Vendor must provide all necessary equipment, not provided by City, to make the facilities fully operational.

5. Vendor warrants that no liens or other encumbrances exist on any equipment it supplies and/or installs during concession agreement period.
6. Should vendor wish to add equipment beyond that which is provided or requested by City, those items shall be of a type and class approved by City and in sufficient quantities to provide proper service to community members.
7. All equipment, furnishings and installations purchased by vendor shall be new, of modern design, and high-quality construction. All such vendor expenditures must be pre-approved in writing by City before any purchase and/or installation is made. Purchased equipment will remain the property of the vendor during the concession agreement term and is subject to sale to City at the end of the concession agreement's term (minus depreciation costs). Vendor is solely responsible for proper maintenance and repair of said equipment and associated premises. The Vendor shall ensure that all equipment is within the overall capacity limits for the Café facility.
8. The vendor shall maintain the concession/cafe area to the highest sanitary/cleanliness standards in compliance with all County Health Department regulations and codes. This shall include, but not be limited to, daily cleaning of floors, fixtures, equipment, appliances, and furnishings within the Concession Area; pickup and disposal (in City-provided containers) of all trash and debris, to include from the patron seating area; and immediate clean-up of all spills.
9. Delivery/installation of inventory and equipment by Vendor must be planned in advance so as not to interrupt the operations of the park.
10. The City will issue the selected vendor keys to the Concession Area, and any available storage room. The awarded Vendor shall be responsible for the cost of replacing lost or broken keys. All copies of keys shall be requested through City's facility division and cannot be duplicated without approval.
11. Operator is responsible for opening and closing the facility, including the locking, and unlocking of all gates and doors to the cafe.
12. The selected vendor must obtain a business cell phone and/or maintain telephone service inside the Concession Area for their business use. Access to City telephones will be limited for emergencies only. The vendor shall be solely responsible for obtaining/maintaining their own telephone and wireless internet service.
13. The Vendor shall use their company-provided telephone number and mailing address for all their business communications and correspondence. The City's telephone numbers and address shall not be used.
14. Vendor is responsible for addressing all electrical, mechanical, plumbing, or other facility problems. The City shall be notified of any repairs to the facility and inspected by staff.
15. Utility and Disposal Costs. The Vendor will be required to pay the cost of utilities (e.g., water, electricity, phone, internet) of the Café.

16. The City Parks and Community Services Department, in conjunction with the City's Public Works Department will complete routine inspections of the cafe, along with a facility maintenance report (minimally quarterly inspections). City can inspect the facility and grounds at any time without prior advance notice to the vendor.
17. The selected vendor must have all equipment installed and ready for operation at the location within one (1) month from execution of contract.

## F. Personnel

1. The selected vendor will be responsible for hiring, supervising, and compensating all café staff.
2. The selected vendor shall ensure their employees are professionally trained, skilled, and motivated, including any necessary certifications as required by the Orange County Health Department.
3. The selected vendor shall submit a training and safety plan as part of their proposal.
4. The selected vendor shall ensure all dealings with the public must always remain professional and courteous by all its employees.
5. The selected vendor shall ensure all employees are identified as employees of the café and do not use City logo in any graphics or uniforms
6. The selected vendor shall provide a list of employees to the City who have permission to enter operating doors of café.

## G. Payment, Reporting and Accounting

1. The selected vendor shall adhere to all terms and conditions of City responsibilities, as set forth in the MOU between the City of Costa Mesa and the County of Orange, in Section II, subsections C-G.
2. Payment to City will be due on or before the 15th of the following month. For example, the January payment would be made on or before the 15th of February. Payments made after the 15th of every month but prior to the last day of the month shall incur a 5 percent penalty. Payments received after a 30-day delinquency shall incur a 10% late penalty per late week. Multiple late payments may result in a breach of contract and termination of contract with Operator.
3. The selected vendor shall provide a POS that the City agrees with, and that the City can access to track all financial information.
4. All sales shall be recorded by means of a point-of-sale system which displays the amount of each sale and automatically issues a customer's pre-numbered receipt or verification of the amount recorded. Said point of sale system shall in all cases have locked-in sales totals and transactions counters which are constantly accumulating, and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. Note: In the event of a technical or

electrical failure of the cash register, LESSEE shall record by hand all collections, and issue a sequentially pre-numbered customer's receipt in like manner. Under no circumstances shall LESSEE conduct sales where such sales are not recorded, and customer receipts are not issued.

5. Cash transactions are allowed at the cafe for the purchase of concessions up to a \$30 cash single purchase limit. Amounts over the limit must be processed via a point-of-sale system that accepts credit cards. The Operator must provide a detailed cash handling process that must be approved by the City, and available for review by an independent accounting firm contracted by the City.
6. The selected vendor shall furnish the Finance Director and/or City Manager with a cash basis monthly gross receipts report showing the amount payable therefrom to CITY. Such a report shall accompany each monthly payment required to be made as provided herein. The reporting period shall be by calendar month.
7. The selected vendor shall furnish the Finance Director and/or City Manager with a cash basis monthly revenue and expense report, an annual profit and loss statement, and a balance sheet prepared by a certified accountant in a form acceptable to said City Manager or designee. The monthly revenue and expense report shall be submitted with the monthly rental payment. The annual financial statement shall be submitted within sixty (60) days of the close of an Agreement year. Said closing date shall be determined by reference to the date for commencement of the term herein provided.
8. The selected vendor shall utilize a separate bank account into which all payments received are deposited, either via the point-of-sale system or cash, and all expenses are paid from, including, but not limited to equipment, supplies, maintenance expenses, staff salaries and benefits, etc.
9. All transactions, including cash can be audited at the City's discretion at any time.
10. The selected vendor shall be required to maintain a method of accounting, to the satisfaction of CITY, which correctly and accurately reflects the gross receipts, and disbursements, operations costs, and any financing of vendor in connection with the authorized operations. The financial reports should include bank accounts established for the authorized operations, shall be separate from the accounting system used for any other business operated by vendor or for financial reports of personal financial affairs.
11. Accounting method shall include the keeping of the following documents:
  - a. Regular books of accounting such as general ledgers.
  - b. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
  - c. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by CITY.
  - d. Cash register tapes (daily tapes may be separate but shall be retained so that from day to day the sales can be identified).

- e. Any other reporting records that the Finance Director and/or City Manager deems necessary for proper reporting of receipts.

12. All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for four (4) years thereafter. In addition, CITY will conduct an audit of the books and business conducted by the vendor and observe the operation of the business so that accuracy of the above records can be confirmed. Vendor acknowledges that CITY intends to audit the books and records of the vendor at least once prior to the expiration of the first year of the term of this agreement. All information obtained in connection with CITY'S inspection of records or audit shall be treated as confidential information and exempt from public disclosure thereof to the extent possible under law, excepting upon notification of termination of this contract, the averaged revenues from the most recent five (5) year period from vendor operations may be made available to the prospective bidders.

13. In the event that an audit or review conducted by the City finds that due to vendor's non-compliance with its obligation to report gross receipts in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to CITY can be determined, the Finance Director and/or City Manager may, at his or her option, (1) bill vendor for said losses, said amount to be paid to CITY within thirty (30) days following billing therefor unless otherwise extended by the City Manager, and/or (2) use the Security Deposit as provided for herein; and/or (3) assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of vendor to correctly report gross receipts, and a projected loss of revenue due to CITY. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day for each day of the loss period as determined by CITY, and that the vendor shall be liable to CITY for liquidated damages in said amount. Should the City find that the additional rental payment due to CITY exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and observation, and there being no reasonable basis for the failure to report and pay thereon, vendor shall pay any applicable penalties for the delinquent payments.

14. The State of California Constitution (art. XVI, § 6), prohibits the giving or lending public funds to any person or entity, public or private without a public purpose. If the City's external independent auditor, in its review of the vendor's accounting records, finds that the Operator's profit margins are not reasonable and may appear to violate the State constitution as it relates to a gift of public funds the City, will create a Capital Fund into which the excess, as determined by an independent accounting firm contracted by the City, would be deposited into. Funds deposited into the Capital Funds account will be available to the City for the capital needs of the café/park, as outlined in this Agreement as the responsibility of the City.

15. The selected vendor shall not commingle any financial earnings or expenses from the other business operations towards any stakeholder contribution, payment, disbursement, reimbursement that may be related to the Operator.
16. The selected vendor shall be required to pay all taxes which may be assessed against equipment or other property belonging to or under the control of the vendor located on the leased premises, or other permitted improvements on the leased premises during the term of the Contract. The vendor shall be responsible to obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Contract and the privileges extended thereunder.

## H. Performance

1. The selected vendor will provide an annual report to the Parks and Community Services Director including data and statistics of operations of the café.
2. Quarterly Performance Meetings: Vendor's management staff will meet with City on a quarterly basis to review areas of performance, follow-through, product, and service.
3. Annual evaluation of the selected vendor's performance will be completed on contract execution anniversary each year the Concession Agreement is in force. Said evaluation will be graded on the following areas:
  - a. Quality/Value of Food & Beverage Products
  - b. Service and Communication
  - c. Financial Performance
  - d. Facility and Equipment Operations

## I. Financial Terms

1. The Cafe is a public government facility. As a government owned facility, revenues generated should benefit all users and taxpayers of the City of Costa Mesa while allowing for reasonable operating costs by a professional vendor that is financially viable for your firm. Based on your firm's expertise, please provide a flexible revenue sharing proposal that maintains affordability for the vendor while allowing for the City to receive sufficient funds for the benefit of the Cafe's users and taxpayers of Costa Mesa is the primary financial objective
2. The City is open to considering creative and flexible revenue sharing strategies to ensure the long-term success of this City owned asset.
3. Payments and fees are as follows:

- a. Selected vendor shall pay the City a monthly fee percentage of all gross revenue generated or a flat monthly fee, or any combination thereof. Any other creative funding strategy including a base rent amount that fluctuates by season will also be considered.
- b. Within this RFP please explain in detail the revenue sharing strategy your firm recommends that is financially attainable for your firm.
- c. Minimum monthly fee subject to CPI increases annually.
- d. All rates and terms subject to City Manager approval and/or his/her designee

**APPENDIX B**

**SAMPLE**

**PROFESSIONAL/MAINTENANCE SERVICE AGREEMENT**

**EXHIBIT C**  
**CONCESSIONAIRE'S PROPOSAL**

# PROPOSAL FOR LIONS PARK CAFÉ CONCESSIONS SERVICES

## Request for Proposal 26-05

### Submitted by:

Neat Coffee: 1922 Pomona Ave, Costa Mesa, 92627

Alexandria Garvin: 562.852.4136 / [ally@neat.coffee](mailto:ally@neat.coffee) / 1968 Anaheim Ave, Costa Mesa, 92627

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October 22, 2025

Dear Mr. Fuentes and Selection Committee:

Neat Coffee is honored to submit this proposal to operate the Lions Park Café, a space we believe represents the heart of community connection in Costa Mesa. As a locally owned business founded in 2015, we have spent the past decade building meaningful relationships with Costa Mesa residents and establishing ourselves as a gathering place where neighbors meet, ideas are shared, and community thrives.

This opportunity feels like a natural extension of everything Neat Coffee stands for. Our mission has always been to create spaces for human connection, and the Lions Park campus—with its library, recreation center, pool, park, and event lawn—is already a vibrant hub where our community gathers daily. We are excited about the prospect of serving the diverse visitors to this campus: families attending story time, students on study breaks, seniors completing their lap swim, children playing at airplane park, and attendees of the many city-hosted events throughout the year.

Our proposal demonstrates our commitment to providing high-quality, affordable café services while being a collaborative partner to the City. We will offer carefully sourced coffee (soon to be roasted by us at our upcoming Sunset Beach location), thoughtfully prepared food, and a welcoming atmosphere that serves all members of our community. Our pricing will be deliberately set below market rate to ensure accessibility within this publicly funded space, and we will implement discount programs for library cardholders, seniors, and city staff.

Beyond operating a café, we envision being an active partner in the life of the Lions Park campus. We will coordinate with adjacent facilities to support their programming, host community events on the lawn, and continue our tradition of bringing people together through movie nights, run clubs, artist showcases, and civic engagement opportunities.

The individual authorized to bind Neat Coffee to this proposal is myself, Alexandria Garvin, Neat Coffee Owner. Our nearest office is located at 1922 Pomona Ave, and this project will be managed from this location. We are a for-profit corporation with deep local roots and a commitment to community benefit.

We look forward to the opportunity to discuss this proposal with you and to answer any questions about our vision for the Lions Park Café.

Respectfully submitted,

Alexandria Garvin,  
Owner of Neat Coffee

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## BACKGROUND AND PROJECT SUMMARY

### Understanding of the City and the Project

The City of Costa Mesa is a thriving community of approximately 115,000 residents known for its cultural institutions, diverse neighborhoods, and commitment to quality public spaces. Lions Park represents a significant municipal investment in community infrastructure, bringing together educational, recreational, and cultural resources in one accessible campus.

The Lions Park Café, made possible through generous support from Orange County Supervisor Katrina Foley's office, is designed to serve as a community amenity for the library, park, pool, recreation center, event lawn, and surrounding neighborhoods. This approximately 1,100 square foot facility with outdoor decking represents an opportunity to enhance the visitor experience while generating revenue for the City through a public-private partnership.

### Our Understanding of the Work to Be Done

Neat Coffee will provide full-service café operations including:

**Product Offerings:** We will offer a comprehensive menu of beverages and food items designed to serve the diverse needs of campus visitors. Our beverage program will include hot and iced coffee, espresso-based beverages, a variety of teas, matcha drinks, hot chocolate, and bottled beverages including water and juices. Our food offerings will include fresh açaí bowls, locally sourced pastries, pre-made sandwiches and salads, overnight oats, and healthy snacks—all designed for both sit-down enjoyment and grab-and-go convenience.

**Operating Hours:** We propose operating seven days per week from 7:00 AM to 5:00 PM to align with the majority of Donald Dungan Library hours and to serve morning lap swimmers, lunchtime visitors, and afternoon recreation center participants. We will remain flexible to extend hours during special events or to better serve the community's needs as usage patterns become clear.

**Staffing:** The café will operate with a staff of full time employees and maintain a minimum of two trained staff members during all operating hours; scaling to three, four, or five staff members during

high-traffic periods and city-hosted events. Our team will be professionally trained, customer-service oriented, and certified as required by Orange County Health Department regulations.

**Community Integration:** We will actively coordinate with all adjacent facilities—the library, recreation center, pool, event center, and event programming staff—to understand their schedules and needs, enabling us to provide tailored service and support for their programs and visitors.

## **Objectives to Be Accomplished**

**Excellence in Service:** Provide high-quality beverages and food with friendly, professional service that reflects well on both Neat Coffee and the City of Costa Mesa.

**Accessibility and Affordability:** Maintain pricing deliberately below market rate to ensure the café serves all community members within this publicly funded space.

**Community Partnership:** Serve as an active partner to city facilities and programs, offering discount programs for library cardholders, seniors, and city staff, and coordinating service around all events.

**Financial Sustainability:** Operate a financially viable business that provides fair compensation to the City through our proposed revenue-sharing arrangement while maintaining the quality and affordability our community deserves.

**Environmental Responsibility:** Implement comprehensive recycling and composting programs in compliance with California State law and Costa Mesa municipal code, using only recyclable or compostable disposable items.

**Facility Stewardship:** Maintain the café and surrounding areas to the highest standards of cleanliness and functionality, treating this city asset with the care it deserves.

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## **METHOD OF APPROACH**

### **Implementation Plan and Project Management**

#### **Phase 1: Pre-Opening Preparation (Months 1-3)**

Upon contract award, Neat Coffee will immediately begin detailed planning in coordination with City staff. We recognize that certain facility improvements are necessary for full functionality and health department compliance, specifically the installation of a floor drain in the front service area and plumbing of water lines for our espresso machine and batch brew machine.

During this preparation phase, we will:

- Finalize equipment specifications and placement plans with City facilities staff
- Coordinate with the City on timeline for installation of floor drain and water line infrastructure
- Work with City staff to develop appropriate exterior signage that incorporates Neat Coffee branding while complementing the "Café Mesa" designation (if approved)

- Obtain all necessary permits and licenses, including a separate Costa Mesa business license for this location and an Orange County Public Health Permit
- Procure and prepare all equipment including our espresso machine, grinders, point-of-sale system, and small wares
- Source furniture and equipment for the outdoor deck seating area
- Recruit, hire, and train staff through our established training program
- Develop opening menu and pricing structure
- Establish relationships with food vendors and suppliers
- Create operational procedures manual specific to this location
- Set up separate accounting systems as required by the concession agreement

We estimate this preparation phase will require approximately three months, recognizing that the timeline for city-installed infrastructure (floor drain and water lines) will be the primary determining factor. We are prepared to work efficiently once these critical elements are in place.

### **Phase 2: Soft Opening and Adjustment Period (Month 4)**

We will conduct a soft opening period to test operations, refine service flow, gather community feedback, and make any necessary adjustments to staffing, inventory, or procedures before fully ramping up marketing and promotional activities.

### **Phase 3: Full Operations (Month 5 and Ongoing)**

Once systems are refined, we will move to full operations with active community engagement, event coordination with city facilities, and implementation of all discount and promotional programs.

### **Project Management Structure:**

Our project management approach emphasizes clear communication, accountability, and responsiveness:

- **Project Manager:** Ally Garvin and Min Lee will serve as the primary points of contact with the City and will oversee all aspects of café operations. Min Lee is a current Neat Coffee employee with extensive experience in our operating philosophy and customer service standards.
- **Communication Protocols:** The Project Managers will maintain regular communication with the City's designated representative, responding to inquiries within 24 hours and proactively sharing information about operations, challenges, and opportunities.
- **Quality Control:** We will implement daily operational checklists, weekly inventory and equipment maintenance reviews, and monthly comprehensive facility inspections to ensure consistent quality and compliance.
- **Staffing Management:** The Project Managers will be responsible for hiring, training, scheduling, and supervising all café staff, ensuring adequate coverage for all operating hours and special events.

### **Methodology for Stakeholder Engagement:**

Understanding that the Lions Park campus serves multiple constituencies, we will implement a systematic approach to stakeholder input:

- **Pre-Opening Consultation:** Before finalizing our menu, pricing, and operational details, we will schedule meetings with library leadership, recreation center management, pool facility staff, and event programming coordinators to understand their needs and how we can best support their visitors and programs.
- **Ongoing Communication:** We will establish regular touchpoints (minimally quarterly, as specified in the RFP) with City staff to review operations, address concerns, and identify opportunities for collaboration.
- **Community Feedback Mechanisms:** We will create accessible channels for patron feedback, including comment cards, digital feedback forms, and in-person conversation with management, using this input to continuously improve our service.
- **Event Coordination:** We will proactively communicate with city event organizers to understand upcoming activities and plan appropriate staffing, special offerings, and support for campus events.

## **Detailed Approach to Scope of Work Requirements**

### **Operations Excellence:**

*Product Quality and Safety:* All food and beverage preparation will comply with Orange County Health Department regulations. We will maintain all equipment to manufacturer specifications. Industry standards for dispensing temperatures will be strictly observed. Food items prepared off-site will be warmed using appropriate equipment. No cooking will occur on-site.

*Menu Offerings:* Our menu will include:

- Hot & Cold Coffee drinks (espresso-based beverages, drip coffee, pour-over options)
- Tea program (hot and iced tea options)
- Specialty beverages (matcha lattes, hot chocolate, seasonal offerings)
- Non-dairy milk alternatives
- Bottled water and juices
- Açaí bowls
- Pre-made sandwiches, pastries, and baked goods
- Fresh pre-made salads
- Overnight oats
- Healthy snacks
- Fresh fruit options

All items will be clearly labeled with ingredients to accommodate dietary restrictions and allergies. We will not sell tobacco products, alcoholic beverages, chewing gum, or beverages in glass containers.

*Pricing Philosophy:* Recognizing that the Lions Park Café operates within a publicly funded facility, we will price our offerings deliberately below typical market rates. Our pricing will balance accessibility for all community members with financial sustainability for our operation. Specific discount programs will include:

- Library cardholder discount (presented at time of purchase)
- Senior discount
- Costa Mesa city staff discount
- Special event pricing for city-hosted events
- Story time specials (discounted parent/child combos coordinated with library programming)

*Sustainability Program:* Neat Coffee is committed to environmental responsibility. Our sustainability program includes:

- Use of only recyclable or compostable napkins, serveware, and beverage containers
- Clearly labeled recycling and composting stations for patron use
- Organic waste recycling services arranged to meet all State and local requirements
- Partnership with local non-profit organizations such as Someone Cares Soup Kitchen to redistribute end-of-day food items rather than disposal, in accordance with RFP requirements
- Source reduction through careful inventory management and demand forecasting

*Customer Service:* All staff will be trained in Neat Coffee's customer service philosophy emphasizing warmth, efficiency, and genuine care for each person we serve. Our team will be identifiable through Neat Coffee branded apparel (not using City logos, as specified) and will maintain professional, courteous interactions with all patrons. We will address complaints promptly and directly, with the Project Manager taking personal responsibility for resolution of any service issues.

*Hours of Operation:* We will operate seven days per week from 7:00 AM to 5:00 PM, covering the majority of library operating hours and serving morning through early evening visitors. We will remain flexible to adjust these hours based on usage patterns and community needs, and will ensure operation during all special City events (weather permitting). Our schedule will be clearly posted and communicated through coordination with adjacent facilities.

### **Facility Management:**

*Maintenance and Cleanliness:* We will maintain the concession area and surrounding outdoor seating to the highest standards. Our protocols include:

- Multiple daily cleaning sweeps of service areas, floors, and equipment
- Immediate attention to spills or cleanliness issues
- Daily thorough cleaning of all surfaces, fixtures, and equipment at close of business
- Pickup and proper disposal of all trash and debris into City-provided containers
- Weekly deep cleaning procedures
- Proper maintenance of all equipment according to manufacturer specifications
- Prompt reporting to City facilities staff of any maintenance needs beyond our scope

*Equipment and Furnishings:* Neat Coffee will provide and maintain:

- Commercial espresso machine
- Coffee grinders
- Batch brew coffee system
- Freezer for açaí bowls (to be scooped, not blended)

- Small wares and service items
- Point-of-sale system
- Outdoor seating furniture and tables for deck area

All equipment will be new or well-maintained, of professional quality, and appropriate in scale for the 1,100 square foot facility. Any additional equipment beyond what is provided by the City will be approved in writing by the City Manager or designee prior to purchase or installation, in accordance with RFP requirements.

Equipment purchased by Neat Coffee will remain our property during the concession agreement term and will be maintained in excellent condition. We acknowledge that at the conclusion of the agreement, the City may have the option to purchase our equipment at depreciated value.

*Facility Access and Security:* We will work with City staff to establish secure key control protocols for the café, storage areas, and any assigned gates or doors. Keys will be safeguarded and never duplicated without City approval. Our keyholders will be responsible for opening and securing the facility daily, with backup procedures in place for staff absences. We will maintain a current list of authorized employees with the City.

*Utilities and Communication:* Neat Coffee will pay all utility costs associated with the café operation, including water, electricity, phone, and internet service. We will establish our own business telephone line & use our company mailing address for business correspondence, not City contact information.

*Infrastructure Requests:* To ensure the facility meets Orange County Health Department requirements and functions optimally, we respectfully request that the City install:

1. A floor drain in the front service area beneath the planned espresso machine location
2. Water line plumbing to provide filtered water connections for:
  - Espresso machine
  - Batch brew coffee machine

We recognize these infrastructure improvements will require coordination with City public works and may involve drilling through concrete, potentially extending our pre-opening timeline. We are committed to working collaboratively with City staff to complete these improvements efficiently.

We also propose developing tasteful exterior signage that incorporates Neat Coffee branding alongside the "Café Mesa" name, subject to City approval of all designs and placements.

## **Staffing and Training**

### **Hiring Approach:**

Our hiring strategy prioritizes individuals who share Neat Coffee's values of community connection, service excellence, and genuine care for people. We will recruit through our existing network of Costa Mesa community members as well as posted opportunities highlighting the unique nature of this public-serving position. All candidates will undergo interview screening, reference checks, and trial shifts before hiring decisions are made.

## **Training Program:**

Every staff member will complete comprehensive training including:

- Neat Coffee service philosophy and customer interaction standards
- Espresso preparation and coffee brewing techniques
- Food safety and sanitation practices
- Point-of-sale system operation and cash handling procedures
- Knowledge of menu items, ingredients, and accommodation of dietary needs
- Sustainability practices including proper sorting of recyclables and compostables
- Emergency procedures and protocols
- Orange County Health Department compliance requirements

Training will be documented and updated as procedures evolve.

## **Safety Plan:**

Our safety program addresses both employee and public safety:

- All staff will be trained in safe equipment operation, including proper use of espresso machines, grinders, blenders, and warming equipment
- Slip, trip, & fall hazard prevention through immediate spill cleanup & proper floor maintenance
- Burn and cut prevention protocols
- Proper lifting techniques for inventory handling
- Food allergen awareness and prevention of cross-contamination
- Emergency contact information and procedures posted in staff areas
- First aid kit maintained on premises
- Regular safety meetings to review procedures and address concerns
- Workers' compensation insurance maintained as required by California law

## **Supervision and Accountability:**

The Project Manager will provide daily oversight and will be present during high-volume periods. All staff will have clear job descriptions, performance expectations, and regular feedback. We will maintain adequate staffing ratios to ensure no employee works alone and to maintain service quality during peak periods.

## **Financial Management and Reporting**

### **Point of Sale System:**

We will implement a modern, cloud-based point-of-sale system that:

- Records all transactions with automatic sales totals & transaction counters that cannot be reset
- Issues sequentially numbered customer receipts for all transactions
- Maintains detailed electronic records accessible to City auditors
- Provides real-time reporting capabilities
- Enables City staff to access financial data as specified in the concession agreement

In the unlikely event of system failure, we will immediately implement manual record-keeping using pre-numbered receipt books and will record all transactions by hand until system functionality is restored. Under no circumstances will we conduct unrecorded sales.

### **Cash Handling:**

While we anticipate the majority of transactions will be electronic (credit/debit cards, mobile payments), we will accept cash up to the specified \$30 single-purchase limit, with amounts exceeding this limit processed via electronic payment. Our detailed cash handling procedures include:

- Opening and closing cash counts with documentation
- Cash drawer limits to minimize loss exposure
- Dual-employee counts for all cash transactions over specified thresholds
- Daily reconciliation of cash receipts against register records
- Secure transport and bank deposit procedures
- Documentation trail for all cash transactions

These procedures will be submitted to the City for review and approval prior to opening, and will be available for independent audit at any time.

### **Separate Accounting:**

As required by the concession agreement, Neat Coffee will establish and maintain a separate bank account dedicated exclusively to Lions Park Café operations. All revenue from the café will be deposited into this account, and all café-related expenses will be paid from this account. This separation ensures clean accounting and facilitates audit and verification of gross receipts.

### **Monthly Reporting:**

By the 15th of each month, we will provide to the City:

- Payment of the monthly fee as specified in our revenue-sharing proposal
- Cash basis monthly gross receipts report showing total sales and payment calculation
- Any notes or explanations of unusual circumstances or variations from typical operations

### **Annual Reporting:**

Within 60 days of each contract anniversary, we will provide:

- Annual profit and loss statement prepared by a certified accountant
- Balance sheet in a form acceptable to the City Manager or designee
- Statistical summary of operations including patron counts, popular items, seasonal trends
- Narrative report on the café's contribution to the Lions Park campus community

### **Audit Cooperation:**

We understand and agree that the City may audit our books and records at any time during the contract term and for four years following. We will:

- Maintain all required documentation including general ledgers, journals, vouchers, checks, tickets, bank statements, tax returns, and daily sales records
- Provide full access to all accounting records at reasonable times
- Cooperate completely with City auditors/ independent accounting firms contracted by the City
- Ensure all records are organized, complete, and readily accessible
- Treat City requests for confidential information (such as tax returns) with appropriate discretion

We acknowledge that if an audit reveals under-reporting of gross receipts resulting in loss of revenue to the City exceeding 2% of amounts due, we will be responsible for applicable penalties, back payments, and potentially liquidated damages as specified in the agreement.

### **Regulatory Compliance:**

Neat Coffee will be solely responsible for:

- All federal, state, and local tax obligations
- Business license fees for the café location
- Health department permit fees
- Required insurance premiums
- Any other licenses, permits, or regulatory fees necessary for legal operation

### **Community Engagement and Partnership**

#### **Connection to Lions Park Programming:**

We see the Lions Park Café as an integral part of the campus ecosystem, not just a standalone business. Our approach to community partnership includes:

*Library Coordination:* We will work closely with library staff to:

- Align our hours as well as offer specials during their story times and other planned activities
- Provide a welcoming outdoor break space for students and guests of the library
- Offer library cardholder discounts to encourage library patronage
- Provide catering or special service for meetings and events
- Explore opportunities for literacy-themed promotions or author event support

*Recreation Center Partnership:* We will:

- Coordinate with recreation programmers to understand class schedules and participant needs
- Offer healthy options appropriate for active individuals and families
- Consider special offerings tied to recreation programs (post-class refreshments, etc)

*Aquatics Facility Connection:* We will:

- Provide healthy recovery options appropriate for swimmers
- Maintain awareness of pool schedules to anticipate customer flow

*Event Lawn Activation:* As specified in the RFP, we are looking forward to hosting 12 special events annually on the event lawn. We have experience using TESSA for approval. These events will:

- Be family-friendly and inclusive
- Draw visitors to the Lions Park campus
- Showcase Neat Coffee's community connection mission
- Respect other scheduled uses of the space
- Be coordinated well in advance with City events staff

### **Neat Coffee Community Programming:**

Beyond café operations, we will continue and expand Neat Coffee's tradition of community-building:

#### *Established Programs We Will Bring to Lions Park:*

- “Neat @ Nite” movie nights on the event lawn (utilizing our permitted event allocation)
- Community run club meeting at the café before routes through the neighborhood
- Art displays featuring local Costa Mesa artists
- Small business markets for local artisans and makers
- Civic engagement opportunities & seasonal celebrations

#### *New Programs Specific to This Location:*

- Library partnership programming around literacy and education themes
- Family-friendly activities coordinated with recreation programming
- Recognition events for public servants/frontline workers (building on our successful Hero's Day for Costa Mesa firefighters)

All programming will be coordinated with City staff to ensure compatibility with other campus activities and to maximize benefit to the community.

### **Accessibility and Inclusion:**

Our below-market pricing strategy and discount programs are designed to ensure the café serves the entire Costa Mesa community. Beyond pricing, we will:

- Train staff in welcoming service for all community members
- Maintain physical accessibility in our outdoor seating arrangements
- Accommodate dietary restrictions and allergies with clear ingredient labeling
- Create a welcoming atmosphere where all Lions Park visitors feel comfortable
- Listen to community feedback about how we can better serve diverse needs

### **Project Schedule**

#### **Months 1-3: Pre-Opening Phase**

- Week 1-2: Finalize equipment specifications; coordinate with City on infrastructure improvements (floor drain, water lines)

- Week 3-4: Obtain business license & health permit applications; finalize signage designs for City approval
- Month 2: Monitor infrastructure installation progress; procure equipment and furniture; develop operational procedures manual
- Month 3: Complete equipment installation once infrastructure ready; begin staff recruitment and training; finalize vendor contracts; conduct pre-opening inspections
- End of Month 3: Receive health department approval; complete staff training; stock inventory

## **Month 4: Soft Opening**

- Weeks 1-2: Limited-hour soft opening to test operations and refine procedures
- Weeks 3-4: Full-hour operations with ongoing refinement based on initial feedback
- End of Month 4: Complete assessment and adjustment period

## **Month 5 and Beyond: Full Operations**

- Ongoing daily operations per standard schedule
- Quarterly performance meetings with City staff as well as annual evaluations
- Seasonal menu adjustments & community event programming

This timeline assumes a 3-month lead time for City installation of required infrastructure (floor drain and water line plumbing). We are prepared to adjust this schedule based on actual infrastructure completion dates and will work efficiently to minimize time from infrastructure completion to opening.

## **City Staff Requirements**

To ensure successful implementation, we will require the following from City staff:

- **Pre-Opening Phase:**
  - Installation of floor drain in service area beneath espresso machine location
  - Plumbing of water lines for espresso machine & batch brew coffee machine
  - Provision of keys for café and any storage areas
  - Review and approval of exterior signage designs
  - Coordination on business license
  - Designation of City Project Manager as primary liaison
- **Ongoing Operations:**
  - Quarterly performance meetings with designated City representative
  - Reasonable advance notice of special events requiring adjusted staffing or hours
  - Access to facility for routine city inspections (we understand these may occur any time)
  - Prompt communication of any facility maintenance needs outside of our scope

We are committed to being a low-maintenance, high-value partner that minimizes demands on City staff time while maximizing community benefit.

## **Innovative and Creative Approaches**

Beyond meeting all RFP requirements, we propose several innovations:

**Seasonal Local Partnerships:** We will actively seek partnerships with local farmers, bakers, and food producers to feature hyper-local ingredients and products, strengthening local economic connections and providing unique offerings not available elsewhere.

**Digital Engagement:** We will maintain an active social media presence highlighting not just our offerings but the broader Lions Park campus activities, helping promote library programs, recreation classes, and city events to our established follower base.

**Feedback Loop Integration:** Rather than treating community feedback as complaints to be addressed, we will actively solicit input through quarterly community surveys, suggestion opportunities, and periodic focus groups, treating Lions Park Café as a living experiment in community-responsive business.

**Educational Component:** Working with library staff, we could develop informal coffee education programming—from brewing techniques to coffee sourcing—that aligns with the library's educational mission while adding unique value for café visitors.

**Economic Access Innovation:** Beyond our discount programs, we will explore a "pay it forward" program allowing customers to pre-purchase beverages or food items for community members in need, fostering generosity and ensuring no one feels excluded from café participation due to economic constraints.

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## **QUALIFICATIONS & EXPERIENCE OF THE FIRM**

### **Business Structure and History**

#### **Corporate Information:**

Neat Coffee is a for-profit LLC that was incorporated in the State of California in August of 2015, marking ten years of service to the Costa Mesa community. Our principal cafe & office is located at 1922 Pomona Ave which opened in May 2019. We operate under the business name Neat Coffee and do not conduct business under any other names in California.

#### **Corporate Officers:**

Alexandria Garvin, Founder and Owner of Neat Coffee. I don't own any other businesses.

#### **Local Office:**

Our Pomona Ave location opened in 2019, and we have been serving the Westside community for over six years. This proximity to Lions Park means we bring deep knowledge of the local community and established relationships with the residents we will serve.

#### **Experience with Similar Contracts**

#### **Current Operations:**

Neat Coffee currently operates one location in Costa Mesa, serving residents within walking distance, young professionals working remotely & many young families.. Our café demonstrates our ability to:

- Maintain consistent quality and service over extended periods
- Build loyal customer relationships within a community setting
- Manage inventory, staffing, and financial operations efficiently
- Adapt to changing customer needs and preferences
- Maintain excellent standing with health and regulatory agencies

### **Relevant Project Experience:**

While this will be Neat Coffee's first formal concession agreement with a public agency, our operational experience directly parallels the requirements of the Lions Park Café:

*Daily Operations Management:* We have successfully operated a full-service café for 10 years, demonstrating our capability to:

- Maintain health department compliance without violations
- Manage multi-person staff teams with professional training and accountability
- Control costs while maintaining quality
- Forecast inventory needs and manage vendor relationships
- Provide consistent customer service across varying staff schedules
- Maintain equipment properly to avoid service disruptions

*Community Event Programming:* Our established track record of hosting community events demonstrates capability to:

- Plan and execute public gatherings safely and successfully
- Market events effectively to draw participation
- Manage logistics of outdoor events & partner with public agencies

*Financial Management:* Our history of sustainable business operations shows:

- Accurate accounting and financial reporting
- Tax compliance and proper business licensing
- Cash handling security and accountability

### **Qualifications for This Specific Project**

#### **Local Expertise:**

Neat Coffee brings intimate knowledge of Costa Mesa and specifically the Lions Park area. Our decade of presence in this community means we understand:

- The demographics and preferences of local residents
- Seasonal patterns in Costa Mesa (beach proximity influence, school year rhythms, etc.)
- Local expectations for service, quality, and pricing
- The network of community organizations and leaders

- Costa Mesa's culture and values as a city

### **Coffee and Food Quality Capabilities:**

Our upcoming coffee roasting operation in Sunset Beach represents significant investment in quality and demonstrates our commitment to growth and improvement. This capability will allow us to:

- Control coffee quality from roasting through service
- Develop custom blends specific to Lions Park Café
- Ensure freshness of coffee offerings
- Reduce supply chain complexity and potential disruptions

Our established vendor relationships for food products ensure access to quality pastries, fresh ingredients, and reliable supply chains.

### **Community Connection Mission:**

Unlike corporate operators, Neat Coffee's core mission is community connection. This aligns perfectly with the City's vision for Lions Park Café as a community amenity. We take pride in creating space for intergenerational gatherings where all ages feel welcome and facilitating community-building through structured programs & organic daily interaction.

### **Commitment to This Location:**

This opportunity represents more than a business contract for Neat Coffee—it represents the chance to deepen our service to a community we already love and to be present in a location where community connection naturally occurs. We are committed to:

- Long-term presence (we are proposing a 3-year agreement with renewal options)
- Investment in quality equipment and furnishings
- Building a trained, stable staff team
- Active partnership with city facilities and programming
- Responsive adaptation based on community needs

### **Relevant Certifications and Qualifications:**

- Current Costa Mesa Business License: HDL-29224
- ServSafe Food Protection Manager Certification: Min Lee #28117182

### **Community Involvement and Civic Engagement**

### **Charitable Contributions and Community Support:**

Neat Coffee's community involvement goes beyond financial contributions to active participation:

We have made many donations to local schools, nonprofits, and churches, as well as donated coffee to the senior center, Love Costa Mesa Day, and many other gatherings within the city.

*In-Kind Space Donations:* We provide our café space at no charge for:

- Community organization meetings
- Fundraising events for local causes
- Art receptions for local artists
- Small business pop-up markets

*Event Hosting for Public Benefit:* Our community events serve public good:

- Hero's Day for Costa Mesa firefighters (raised funds for Costa Mesa Firefighter Association)
- Civic engagement conversations with city council members and staff
- CMABS meetings and discussions about street safety and urban planning
- Free community movie nights creating no-cost entertainment options
- Book Tour stops creating space for learning and connection

*Platform for Local Voices:* We use our café as a platform for:

- Local artist exhibitions (providing exposure and sales opportunities)
- Small business artisan markets (supporting local entrepreneurs)
- Community information sharing about city programs and services

*Regular Programming with Community Benefit:*

- Run club and swim club which provides fitness community and social connection
- Educational events about various topics of community interest
- Seasonal celebrations that bring neighbors together

### **Philosophy of Community Investment:**

We view our business as inseparable from community wellbeing. Success for Neat Coffee means contributing to a thriving, connected Costa Mesa where neighbors know each other, civic engagement is accessible, and gathering spaces strengthen community fabric. This philosophy will extend fully to Lions Park Café operations, where we see even greater opportunity to serve the community given the public nature of the location and the diverse visitors to the campus.

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### **FINANCIAL CAPACITY**

Neat Coffee is entering a growth period with a second location to open next month along with the start of a coffee roasting program. These two things set us up for exponential growth as we increase our margins and begin selling beans both wholesale and directly to customers.

Neat maintains excellent relationships with vendors and lenders with zero defaults on business obligations. We are prepared to provide additional financial documentation as requested by the City during the evaluation process to demonstrate our capability to sustain café operations while meeting our obligations to the City.

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## KEY PERSONNEL

### Project Managers: Alexandria (Ally) Garvin & Min Lee

Ally and Min will serve as Project Managers for the Lions Park Café and will be the primary points of contact for the City.

Min Lee currently serves as store manager of Neat Coffee and has been with the company since April 2021. He has a deep understanding of Neat Coffee's mission, operational philosophy, and customer service standards, a proven track record in staff training and team leadership, strong organizational and communication skills, and knowledge of health department regulations & compliance requirements. Having worked in the food service industry for over a decade, Min has invaluable experience and insight to bring to the table. He works hard and always pushes to be better.

#### *Responsibilities for Lions Park Café:*

- Overall management of daily café operations
- Staff hiring, training, scheduling, and supervision
- Quality control and compliance oversight
- Financial reporting and record-keeping coordination
- Community programming development and execution
- Problem resolution and customer service excellence

*Contact Information:* Min Lee [REDACTED]

#### **Additional Key Personnel:**

Additional staff members will be hired following the awarded contract. All team members will be thoroughly trained in Neat Coffee's operational standards and customer service philosophy before beginning independent work. Resumes and contact information for all key staff members will be provided to the City once hiring is complete.

#### **Staffing Continuity:**

The Project Manager will be a consistent presence throughout the contract term, providing stability and institutional knowledge. While front-line staff may change over time due to normal turnover, we will maintain comprehensive training systems and documentation to ensure service consistency regardless of individual personnel changes.

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## COST PROPOSAL

Neat Coffee's financial proposal is structured to balance three critical priorities:

1. **Community Accessibility:** Maintaining pricing below market rate to serve all Lions Park campus visitors

2. **Operational Sustainability:** Ensuring adequate revenue to provide quality products, fair wages, and excellent service
3. **Fair Return to the City:** Providing reasonable compensation to the City for use of this public asset

## **Revenue Sharing Proposal**

### **Monthly Payment to City: 3% of Gross Sales**

We propose paying the City three percent (3%) of all gross revenue generated by café operations. This percentage-based approach:

- Aligns City compensation with café success (higher sales = higher City revenue)
- Reflects our commitment to below-market pricing that prioritizes community access
- Ensures financial sustainability for quality operations and fair employee compensation

### **Payment Terms:**

Payment will be submitted by the 15th of each month following the month of sales. Payments will be accompanied by the required gross receipts report and monthly revenue/expense statement.

We acknowledge and agree to the penalty structure outlined in the RFP and are committed to timely payment and transparent financial reporting. Our point-of-sale system and separate accounting structure will facilitate accurate, timely reporting.

### **Rationale for 3% Revenue Share:**

*Below-Market Pricing Strategy:* As outlined throughout this proposal, we are committing to pricing deliberately below typical market rates to ensure accessibility within this publicly-funded space. This pricing philosophy directly reduces our gross revenue and profit margins compared to standard commercial café operations.

*Discount Program Costs:* Our proposed discount programs (library cardholders, seniors, city staff, story time specials, event pricing) will further reduce revenue while serving the community benefit objectives of this location.

*Startup Infrastructure Costs:* While we very much appreciate the City's provision of the basic facility, not to mention refrigeration, ovens, and more, Neat Coffee will be investing significant capital into commercial espresso machine and coffee equipment, point-of-sale system and technology, furniture & outdoor seating for the deck area, initial inventory & supplies, & staff recruitment and training costs.

*Ongoing Operational Costs:* We will bear all costs including all utilities (water, electricity, phone, internet), staff wages and benefits, inventory and supplies, equipment maintenance and repairs, insurance premiums, business licenses and permits, separate accounting and reporting systems.

*Community Programming Investment:* Beyond basic café operations, we are committing to active community programming, event hosting, and partnership activities that require staff time and resources but generate limited or no direct revenue.

***Long-Term Commitment:*** This percentage is designed to be sustainable throughout the 3-year initial term and potential renewal periods, ensuring stable partnership with the City rather than an unsustainable arrangement requiring renegotiation.

### **Alternative or Supplementary Arrangements:**

While our primary proposal is the 3% revenue share, we remain open to discussing creative arrangements with the City, such as:

- A hybrid model with a modest minimum monthly base payment supplemented by percentage of sales above certain thresholds
- Seasonal adjustments recognizing that summer months may see higher traffic than winter months
- Performance incentives tied to customer satisfaction metrics or community engagement activities

We are committed to finding a financial arrangement that works for both parties and prioritizes the community benefit objectives of this public facility.

### **Cost Control and Efficiency**

To ensure financial sustainability while maintaining quality and affordable pricing, Neat Coffee will implement:

- Careful inventory management to minimize waste
- Energy-efficient equipment and practices to control utility costs
- Efficient staffing models that maintain service quality while controlling labor costs
- Strategic vendor relationships for favorable pricing on quality products
- Regular financial analysis to identify opportunities for efficiency improvements

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### **PERSONAL CONNECTION TO LIONS PARK**

While this proposal focuses primarily on Neat Coffee's qualifications and operational plans, I want to briefly acknowledge the personal significance of this opportunity.

For the past twenty years, Lions Park has been woven into my life in Costa Mesa. In 2006, while in college, I worked for an after-school program serving high school students at the recreation center, giving me early insight into the important role this campus plays in young people's lives. Over the following two decades, I've witnessed the transformation of this area—the development of the park, the construction of the beautiful Donald Dungan Library, and the evolution of Lions Park into the vibrant community hub it is today.

I am currently a proud punch card holder for adult lap swim at the pool and for the past five years, Lions Park has taken on new meaning as I've walked my daughter to this campus countless times for library story time, mornings at the playground, and afternoon ballet classes at the recreation center.

This history means that the opportunity to operate the Lions Park Café feels like a natural continuation of my family's relationship with this special place. I understand firsthand the rhythms of this campus, the needs of the visitors, and the community-building potential of this location. More importantly, I'm deeply invested in ensuring that this café serves the community well—because this community includes my neighbors, my daughter's friends and their families, and the people who have made Costa Mesa home.

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## DISCLOSURE

I am an active participant in my community and because of that, I have had many interactions with city council members such as attending a trip to Bixby Knolls with Arlis Reynolds, swimming in the ocean with Andrea Marr, and serving coffee to our neighbor Manuel Chavez.

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## CONCLUSION

Neat Coffee respectfully submits this proposal with genuine excitement about the opportunity to serve the Lions Park community. Our ten-year track record in Costa Mesa, our commitment to community connection over pure profit, our operational expertise, and our deep understanding of this specific location make us uniquely qualified for this partnership.

We offer the City:

- ✓ **A proven local operator** with a decade of successful café operations in Costa Mesa
- ✓ **Community-first philosophy** demonstrated through extensive civic engagement & programming
- ✓ **Affordable, high-quality offerings** with deliberate below-market pricing for public benefit
- ✓ **Financial sustainability** with transparent accounting and fair revenue sharing
- ✓ **Collaborative partnership** approach with City facilities and programming
- ✓ **Professional operations** meeting all health, safety, and regulatory requirements
- ✓ **Long-term commitment** to being an asset to Lions Park campus

The Lions Park Café represents an opportunity to enhance an already wonderful community resource. We are ready to bring Neat Coffee's warmth, quality, and community connection to this new location, serving the diverse visitors to the library, recreation center, pool, park, and event lawn.

Thank you for your consideration of this proposal. We welcome the opportunity to discuss any aspect of our plans in greater detail and look forward to the possibility of partnership with the City of Costa Mesa.

Respectfully submitted,



## **VENDOR APPLICATION FORM**

### **FOR RFP No. 26-05 Lions Park Café Concessions Services**

**TYPE OF APPLICANT:  NEW  CURRENT VENDOR**

**Legal Contractual Name of Corporation:** Neat Coffee Co., LLC

**Contact Person for Agreement:** Alexandria (Ally) Garvin

**Title:** Neat Coffee Owner **E-Mail Address:** ally@neat.coffee

**Business Telephone:** (949) 873-6328 **Business Fax:** \_\_\_\_\_

**Corporate Mailing Address:** 1922 Pomona Ave

**City, State and Zip Code:** Costa Mesa, CA 92627

**Contact Person for Proposals:** Ally Garvin

**Title:** Neat Coffee Owner **E-Mail Address:** ally@neat.coffee

**Business Telephone:** (562) 852-4136 **Business Fax:** \_\_\_\_\_

**Is your business: (check one)**

**NON PROFIT CORPORATION**  **FOR PROFIT CORPORATION**

**Is your business: (check one)**  **CORPORATION**  **LIMITED LIABILITY PARTNERSHIP**   
**INDIVIDUAL**  **SOLE PROPRIETORSHIP**  **PARTNERSHIP**  **UNINCORPORATED**  
**ASSOCIATION**

**Names & Titles of Corporate Board Members (Also list Names & Titles of persons with written authorization/resolution to sign contracts)**

Alexandria Garvin      Owner      (562) 852-4136

**Federal Tax Identification Number:** [REDACTED]

**City of Costa Mesa Business License Number:** HDL - 29224

**City of Costa Mesa Business License Expiration Date:** 8/31/2026

## EX PARTE COMMUNICATIONS CERTIFICATION

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 26-05 Lions Park Café Concessions Services at any time after October 1, 2025.

Signature: Alexandria Garvin Date: 10/22/2025

Print: Alexandria Garvin

## **DISQUALIFICATION QUESTIONNAIRE**

**Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?**

Yes  No

**If the answer is yes, explain the circumstances:** N/A

## **DISCLOSURE OF GOVERNMENT POSITIONS**

**[List any positions held by owners or employees as elected or appointed officials, directors, officers, or employees of governmental entities in the past twelve months, or state "None"]**

None.

## **COMPANY PROFILE & REFERENCES**

**Company Legal Name:** Neat Coffee Co., LLC

**Company Legal Status:** For-profit corporation

**Active licenses issued by the California State Contractor's License Board:** N/A (food service business)

**Business Address:** 1922 Pomona Ave Costa Mesa, CA 92627

**Website Address:** [www.neat.coffee](http://www.neat.coffee)

**Telephone Number:** (562) 852-4136

**Email Address:** ally@neat.coffee

**Length of time the firm has been in business:** 10 years (since 2015)

**Length of time at current location:** 6 years (since 2019)

**Is your firm a sole proprietorship doing business under a different name:** No

**Federal Taxpayer ID Number:** [REDACTED]

**Regular Business Hours:** 7am-4pm daily

**Contact person in reference to this solicitation:** Ally Garvin (562) 852.4136 / ally@neat.coffee

**Contact person for accounts payable:** Same as above

**Name of Project Manager:** Same as Above

### **References:**

We've never done a comparable project but we're happy to provide business references if you'd like us to list vendors or current landlord or customers.

## **BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

**Except as described below, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.**

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

**Bidder/Applicant/Proposer:** Ally Gavrin

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

## END OF PROPOSAL

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**Submitted by:**

Neat Coffee  
1922 Pomona Ave Costa Mesa, CA 92627

Ally Garvin / (562) 852-4136

**Date:** October 22, 2025

**Authorized Signature:** Ally Garvin

Alexandria Garvin - Neat Coffee Owner

## **COST PROPOSAL FORM**

### **RFP No. 26-05 Lions Park Café Concessions Services**

**Submitted by:** Neat Coffee

#### **Revenue Sharing Proposal:**

Neat Coffee proposes to pay the City of Costa Mesa **three percent (3%) of gross sales** generated by café operations at the Lions Park Café.

**Payment Schedule:** Monthly, by the 15th of the month following the sales period

#### **Example Calculation:**

- If January gross sales = \$30,000
- Payment to City = \$900
- Due date: February 15

#### **Additional Financial Commitments:**

- Neat Coffee will pay 100% of all utility costs (water, electricity, phone, internet)
- Neat Coffee will provide all equipment not supplied by City
- Neat Coffee will maintain separate accounting for café operations
- Neat Coffee will provide monthly gross receipts reports and revenue/expense statements
- Neat Coffee will provide annual financial statements prepared by certified accountant

#### **Justification for Proposed Rate:**

This 3% revenue share reflects:

- Commitment to below-market pricing for community accessibility
- Multiple discount programs (library cardholders, seniors, city staff, event pricing)
- Significant capital investment in equipment and furnishings
- Full responsibility for all operational costs including utilities
- Investment in community programming beyond basic café operations
- Sustainable rate for 3-year initial term and potential renewal periods

**City Infrastructure Requests:**

To ensure health department compliance and optimal functionality, we request the City install:

1. Floor drain in service area beneath espresso machine
2. Water line plumbing for espresso machine and batch brew machine

We understand these improvements may require approximately 3 months and recognize this will extend our pre-opening timeline. We are committed to working collaboratively with City staff to complete these necessary improvements.

**EXHIBIT B**  
**CITY COUNCIL POLICY 100-5**