

**RESOLUTION NO. 19-8770**

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND  
EXECUTE AN AGREEMENT WITH LEVY PREMIUM  
FOODSERVICE LIMITED PARTNERSHIP FOR FOOD AND  
BEVERAGE OPERATIONS AT THE SANTA CLARA  
CONVENTION CENTER**

**BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

**WHEREAS**, the City executed an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to manage and operate the Santa Clara Convention Center (Convention Center) effective March 18, 2019;

**WHEREAS**, on May 13, 2019, the City released a Request for Proposal (RFP) for Food and Beverage Operations to select a qualified firm to provide food and beverage service at the Convention Center;

**WHEREAS**, following a two-phase RFP evaluation process consisting of: a written proposal, an on-site oral presentation and tasting; and a Best and Final Offer (BAFO) response, a five-member evaluation panel recommended the selection of Levy Premium Foodservice Limited Partnership (Levy) as the food and beverage operator at the Convention Center;

**WHEREAS**, the Levy proposal included their approach to: providing a high-quality food and beverage services; a financial model with a return to the City; inclusion of programs that engaged the local workforce, created sustainability, and enhanced customer satisfaction;

**WHEREAS**, terms of the Levy proposal have been documented and included by reference in the form of Agreement;

**WHEREAS**, the form of Agreement has included duties and obligations of Spectra as the Convention Center Operator;

**WHEREAS**, the form of Agreement includes a term of five years with two additional five-year options; and,

**WHEREAS**, over the term of the agreement additional minor modifications to the Agreement

and other implementation agreements may be necessary to effectuate the intent of the parties as documented in the Levy proposal, staff report, and form of agreement;

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:**

1. The City Manager is authorized to negotiate and execute an agreement with Levy Premium Foodservice Limited Partnership (Levy) for Food and Beverage Operations at the Santa Clara Convention Center.
2. The City Manager is authorized to take ministerial actions to effectuate the agreement including but not limited to the execution of amendments to make minor modifications to the Agreement; up to two-five-year options to extend the agreement through June 30, 2035; and other implementation agreements may be necessary to effectuate the intent of the parties as documented in the Levy proposal, staff report, and final Food and Beverage agreement.

//

//

//

//

//

//

//



3. The City Manager is authorized to execute addendums or amendments to the Convention Center Management Agreement with Global Spectrum L.P. dba Spectra Venue Management to acknowledge the responsibilities of the Convention Center Operator under the Levy Food and Beverage Agreement.

4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 29<sup>TH</sup> DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Chahal, Davis, Hardy, Mahan, O'Neill, and Watanabe, and Mayor Gillmor
-------	-------------	---

NOES:	COUNCILORS:	None
-------	-------------	------

ABSENT:	COUNCILORS:	None
---------	-------------	------

ABSTAINED:	COUNCILORS:	None
------------	-------------	------

ATTEST:

  
\_\_\_\_\_  
NORA PIMENTEL, MMC  
ASSISTANT CITY CLERK  
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Staff Report
2. Levy Proposal
3. Spectra Convention Center Management Agreement



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
santaclaraca.gov  
@SantaClaraCity

## Agenda Report

19-614

Agenda Date: 10/29/2019

### REPORT TO COUNCIL

#### SUBJECT

Action on the Resolution Approving the Award of Agreement to Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center and Authorizing the City Manager to Negotiate and Execute Agreement, to Take Ministerial Actions to Implement the Terms of the Agreement, and to Execute Two Five-Year Options to Potentially Extend the Term of the Agreement Through June 30, 2035.

#### EXECUTIVE SUMMARY

The City conducted a Request for Proposal procurement process to solicit proposals from qualified firms to operate a first-class, high-quality food and beverage service at the Santa Clara Convention Center. Following an extensive evaluation process by a five-member evaluation panel, staff is recommending the selection of Levy Premium Foodservice Limited Partnership (Levy) as the new food and beverage operator. Staff is requesting City Council authorize the City Manager to execute an agreement with Levy to provide food and beverage services at the Santa Clara Convention Center effective November 1, 2019 with actual food and beverage operations to commence January 1, 2020, and to authorize the City Manager to make minor modifications to the final agreement consistent with this Report to Council.

#### BACKGROUND

During its tenure as the Convention Center manager/operator, the Santa Clara Chamber of Commerce (Chamber) executed an agreement with Aramark Sports and Entertainment Services (Aramark) to provide food and beverages services at the Santa Clara Convention Center. The agreement was executed in 2008 and was subsequently amended in 2014 to extend the term through 2022 with one additional two-year option to extend the agreement, ending on June 30, 2024 if the final option year was exercised.

The City terminated the Convention Center Management Agreement with the Chamber effective March 17, 2019 and executed an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to manage and operate the Convention Center effective March 18, 2019.

In order to maintain continuous operations within the facility, Spectra transitioned nearly all the contracts previously executed with the Chamber to agreements with Spectra for an interim period. This approach allowed Spectra to better understand Convention Center operations and, where necessary, conduct simultaneous competitive procurement processes to seek competitive pricing and updated contracts for services.

One of the most critical service contracts is for the management and operations of the food and beverage services. The food and beverage operator has a significant impact on operating revenues at the Convention Center as well as the reputation of the overall facility.

After several months of discussion, the City and Aramark could not agree on the terms of an interim agreement. On May 20, 2019 Aramark delivered a letter to the City stating their intent to cease food and beverage operations on July 26, 2019 if the City did not favorably respond to their proposed terms by May 22, 2019. On June 9, the City sent Aramark a letter to confirm its understanding that Aramark's decision to cease operations was final and to express its desire to work together to ensure a smooth transition to a new interim provider with minimal service disruptions.

With less than 60 days to secure and transition to a provider, staff contacted Spectra who agreed to provide food and beverage services on an interim basis through another Spectra company, Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality (Ovations), to allow sufficient time for the City to conduct a competitive Request for Proposal to select a permanent provider. On July 16, 2019, City Council approved an interim food and beverage agreement with Ovations Food Services dba Spectra Food Services & Hospitality for a limited term ending on December 31, 2019.

On May 13, 2019, the City released a Request for Proposal (RFP) for Food and Beverage Operations for the Santa Clara Convention Center. The RFP solicited proposals from qualified firms to provide the City and the Convention Center with the highest-quality food and beverage services as well as meeting other City objectives such as a long-term partner focused on the Santa Clara market; provide a strategic view on how to enhance Convention Center revenue; and the monitoring and measuring of key performance indicators.

### **DISCUSSION**

The City published the RFP using BidSync, the City's e-procurement tool, and outreached directly to firms that provide food and beverage services, as well as firms that expressed interest in receiving the RFP prior to its release. A total of 53 companies viewed the RFP.

On May 24, 2019, the City held a mandatory pre-proposal conference at the Convention Center that was attended by seven food and beverage companies. The purpose of the meeting was to give potential proposers a better understanding of the City's requirements by providing an overview of the RFP, a tour of the facility, and a forum for questions. The City's consulting firm, Jones Lang LaSalle (JLL), highlighted the City's goals and objectives for the food and beverage operation at the Convention Center.

Three proposals were received by the June 24, 2019 deadline:

- Levy Premium Foodservice Limited Partnership (Chicago, IL)
- Ovations Food Services L.P. d/b/a Spectra Food Services & Hospitality (Philadelphia, PA)
- Volume Services, Inc. d/b/a Centerplate (Stamford, CT)

### **Proposal Evaluation Process**

The evaluation process consisted of two phases. In Phase 1, the written proposals were evaluated and scored against the criteria and weights demonstrated in Table 1 below. Firms that earned the highest scores were invited to advance to Phase 2 of the evaluation process, where they were required to provide an oral presentation and tasting samples from their proposed menus including both concession and catering offerings.



Table 1 - RFP Evaluation Weights

Evaluation Criteria	Phase 1 Weight	Phase 2 Weight
Quality of Proposal	5%	//////////
Experience	20%	10%
Operating Considerations/Innovation	30%	25%
Staffing Plan	20%	10%
Financial Proposal	25%	25%
Oral Presentation (finalists only)	//////////	30%
Total	100%	100%

Evaluation Team

A five-member evaluation team was named with both internal and external representation as follows: Manny Gonzalez (Vice President & General Manager, California's Great America), Robin Reynolds (Associate Vice President for Auxiliary Services, Santa Clara University), Ruth Shikada (Assistant City Manager, City of Santa Clara), Nadine Nader (Assistant City Manager, City of Santa Clara), and Angela Kraetsch (Finance Director, City of Santa Clara). Prior to receiving the proposals, the evaluators were required to complete a Conflict of Interest form to ensure that there were no financial or personal conflicts that might influence their ability to score the proposals fairly and objectively.

Evaluators were required to score independently. At the conclusion of each phase of the evaluation process, the evaluators discussed their scores in a team setting facilitated by a City Contracts Manager from the Purchasing Division. Evaluators were permitted to adjust their scores based on the discussion. During the evaluation process, consultant JLL was utilized to assist the evaluation team by providing information that was pertinent to the goals of the Convention Center.

Phase 1 of the Evaluation Process

In this phase, the evaluation team reviewed and scored each written proposal against the criteria set forth in the table above. Upon conclusion of this phase, Centerplate voluntarily notified the City of their decision to withdraw from the process. Both Levy and Ovations advanced to Phase 2 of the evaluation process.

Phase 2 of the Evaluation Process

This phase consisted of an on-site oral presentation and tasting at the Convention Center. Both firms were required to explain their approach to providing a high-quality food and beverage services incorporating programs that engaged the local workforce, created sustainability, and enhanced customer satisfaction. In addition, the proposers were asked to prepare designated food and beverage samples from their proposed menus to demonstrate how their philosophy and approach are presented in their food and beverage offering. The level of innovation and breadth of services proposed was a clear indication of the success of the RFP process and future opportunities for food and beverage services at the Convention Center.

Best and Final Offer

Following oral presentations, staff issued a Best and Final Offer (BAFO) that provided a final opportunity for Levy and Ovations to revise their financial proposal and propose any new and innovative concepts or guarantees. As summarized in Table 2 below, both proposers improved upon their initial financial positions by increasing their capital investments, offering rebates of fees in the event key performance indicators are not met, and boosting their commitments to engage the local community.

**Table 2 - Comparison of Best and Final Offers**

Financial Term	Levy	Ovations
Capital investment	\$5,000,000 (amortized)	\$7,000,000 (amortized)
Community enrichment investment	\$750,000 (amortized)	////////////////////
Management fee <sup>(a)</sup>	4.5% of gross receipts	2% of gross receipts
Incentive fee <sup>(a)</sup>	8% of net receipts	6% on net operating profits up to \$3,000,000 and 13.5% on net operating profits over \$3,000,000
Fee rebates if key performance measure(s) are not met	Up to \$200,000 of the management fee	Up to 50% of the incentive fee
Projected gross receipts for the five-year initial term	\$67,589,000	\$67,784,050

<sup>(a)</sup>Levy submitted an alternate fee model (\$500,000 fixed management fee per year plus 10% of gross receipts over \$8 million). Based on calculations using the income projections provided by Levy, the City did not find this alternate fee model advantageous.

Final Evaluation Scores and Award Recommendation

Staff recommends award of contract to Levy Premium Foodservice Limited Partnership as the most advantageous and best value proposal based upon the scores from Phase 2 as summarized in Table 3 below:

**Table 3 - Phase 2 Scores**

Evaluation Criteria	Weight	Levy	Ovations
Experience	10	10	9
Operating Considerations	25	23	22
Staffing Plan	10	9	9
Financial Proposal	25	20	22
Oral Presentation	30	30	25
<b>Total</b>	<b>100</b>	<b>92</b>	<b>87</b>



Levy and Ovations are both foodservice industry leaders with extensive client lists in both the private and public sectors. The evaluation team agreed that Levy's unique approach, product quality, and philosophy were the best value for the City and would position the Convention Center very competitively in the market.

The following are key differentiators that were noted by the evaluation team which resulted in a higher score for Levy:

- Levy presented a high-quality, creative food offering unique to Santa Clara.
- Levy committed to fully fund a capital investment of \$5 million (amortized over 15 years) to pay for start-up costs as well as ongoing innovation and transformation projects such as activating the public space of the Convention Center.
- Levy committed to invest an additional \$750,000 (amortized over 15 years) to drive community enrichment and develop local partnerships.
- Levy presented a sustainability program supported by a five-year roadmap designed to minimize use of landfill.
- Levy committed to purchase a minimum of 25% locally sourced and produced products.
- Levy presented a well-designed financial model to control costs by leveraging its national purchasing power as well as using their own in-house bakery to reduce cost.
- Levy uses a proprietary data analytics software to predict measurable guest outcomes to drive customer satisfaction as well as create sales and marketing opportunities.
- Levy has a local trained workforce of 10,000+ to draw from to scale up operations when needed.
- Levy presented an aggressive proforma budget with an accountability plan that reflects improved results.

Staff conducted reference checks with Kentucky International Convention Center (Louisville, KY), Greater Columbus Convention Center (Columbus, OH), and Puerto Rico Convention Center (San Juan, Puerto Rico). The references were asked about Levy's food quality, service delivery, and ability to meet or exceed financial targets. Each reference was highly pleased with Levy's performance in all those areas.

#### Notice of Intended Award

A Notice of Intended Award (NOIA) announcing the City's recommended food and beverage operator was issued on August 16, 2019. The RFP included a ten-day protest period which commenced with the issue of the NOIA and ended on August 26, 2019. No protests were received.

#### Summary of the Proposed Agreement

As mentioned earlier, the interim food and beverage agreement with Ovations will end on December 31, 2019. The proposed agreement with Levy will be effective starting November 1, 2019 to allow for a 60-day operation transition period for Levy to begin providing food and beverage services at the Convention Center on January 1, 2020. Consistent with the RFP published by the City, the initial term of the agreement is five years with two additional five-year options to extend at the discretion of the City. As Levy would take over the food and beverage operation of the Convention Center as of

January 1, 2020, the initial term expires on June 30, 2025 for all accounting to be consistent with the City's fiscal year.

The proposed agreement with Levy contains key provisions to ensure high-quality food and beverage operations at the Convention Center, proper safeguards of City funds, and use of local workforce and market. The terms described by Levy in their proposal have been documented in the proposed agreement. We would like to bring to your attention that, under the proposed agreement, the City is obligated to fund any "shortfalls" in the operating account if food and beverage revenues are insufficient to cover anticipated expenses over the next 4 weeks ("shortfall"). It should also be noted that to the extent the City does not exercise its options to extend the overall term to 15 years or for any other reason terminates the Agreement prior to its then current expiration date, it would be responsible to pay Levy for any unamortized capital or community investment funds. In addition to the financial commitments made by Levy (as shown in Table 2 above), the agreement also includes the following key provisions:

- safeguards and controls over the operating account;
- qualitative and quantitative performance measures designed to capture the breadth of commitments made in the RFP response and their corresponding weights;
- administrative and management services;
- use of local workforce;
- City's worker retention policy that requires Levy to retain existing employees for a period of 90 days;
- monthly and quarterly reporting of both financial results and status of all performance measures;
- annual performance audit; and,
- City monitoring.

The proposed agreement with Levy also outlines duties and obligations of the Santa Clara Convention Center Operator, Spectra. To acknowledge these duties, the City and Spectra have agreed on an Addendum to the City-Spectra Convention Center Management Agreement. The Addendum acknowledges that Spectra has reviewed the Food and Beverage Agreement and accepts and agrees to the duties of the Operator as set forth in the Food and Beverage Agreement are duties of Spectra as the City's agent under the Management Agreement. The Addendum does not modify or amend any terms of the Management Agreement.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of a California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **FISCAL IMPACT**

Table 4 below summarizes the key financial projections under the proposed agreement:



**Table 4 - Financial Projections**

	January 1, 2020 - June 30, 2025	July 1, 2025 - June 30, 2030	July 1, 2030 - June 30, 2035	Total
Projected gross receipts	\$72,649,000	\$88,400,000	\$106,341,000	\$267,390,000
Projected compensation to Levy	\$5,380,752	\$6,685,318	\$8,070,620	\$20,136,690
Projected net profit to City	\$24,282,789	\$31,134,158	\$37,780,662	\$93,197,609

All activities related to this contract are accounted for in the Convention Center Enterprise Fund. As net profits are realized, funding could be allocated for future Convention Center capital improvement program needs or made available for the General Fund. Available funding will be evaluated and recommended for allocations in future budget processes.

### **COORDINATION**

This report has been coordinated with the Finance Department and the City Attorney's Office.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

### **RECOMMENDATION**

Adopt a Resolution:

1. Authorizing the City Manager to negotiate and execute an agreement with Levy Premium Foodservice Limited Partnership for Food and Beverage Operations at the Santa Clara Convention Center consistent with the terms and form of agreement in the staff report for an initial term starting on November 1, 2019 and ending on June 30, 2025; and
2. Authorizing the City Manager to take ministerial actions consistent with the terms of the agreement; and
3. Authorizing the City Manager to execute two five-year options to extend the term of the Agreement through June 30, 2035.

Reviewed by: Ruth Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

### **ATTACHMENTS**

1. Resolution
2. Agreement for Food and Beverage Operations at the Convention Center (Form)



## FOOD AND BEVERAGE OPERATIONS PROPOSAL

---

*Levy*  
CONVENTION CENTERS

06.24.2019



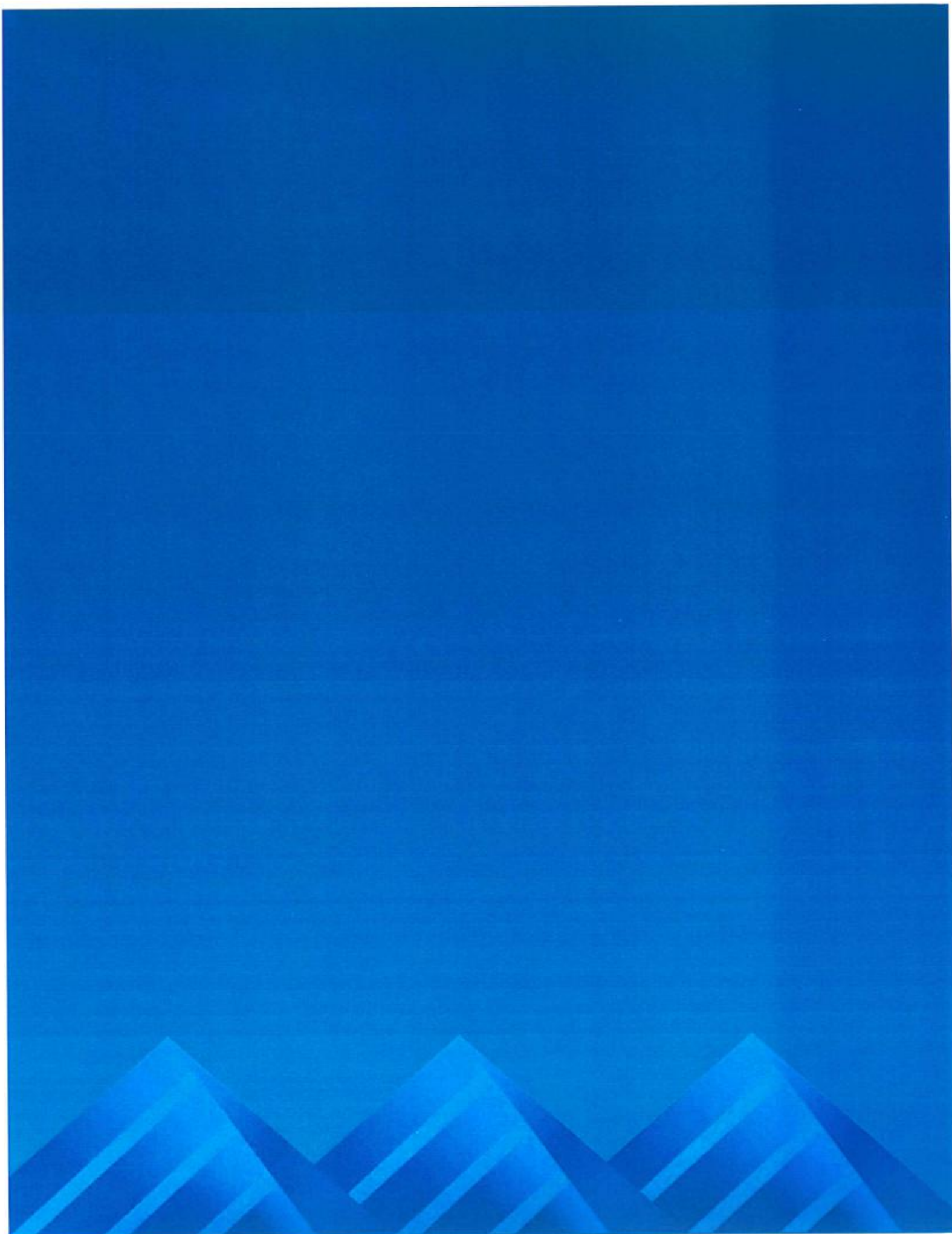




# CONTENTS

---

<b>15.4</b>	<b>Proposal Certification Form</b>	<b>3</b>
<b>15.5</b>	<b>Proposer Qualifications</b>	<b>7</b>
<b>15.6</b>	<b>Experience</b>	<b>11</b>
<b>15.7</b>	<b>Operating Considerations</b>	<b>65</b>
<b>15.8</b>	<b>Staffing Plan</b>	<b>243</b>
<b>15.9</b>	<b>Financial Proposal – Concessions and Qualified Management Agreement</b>	<b>279</b>



**15.4 Proposal Certification Form:** Please complete, sign and submit this form with your proposal.

**ATTACHMENT A  
PROPOSER CERTIFICATION FORM**

Proposing Firm Name:	Levy Premium Foodservice Limited Partnership	
Address:	980 N. Michigan Ave., Ste. 400, Chicago, Illinois 60611	
Telephone:	(312) 664-8200	
Facsimile:	(312) 664-8625	
E-mail:	jalexander@levyrestaurants.com	
Contact person name and title:	Joel Alexander, Vice President of Business Development	

**PROPOSER REPRESENTATIONS**

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFQual document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference.
5. As suppliers of goods or services to the City of Santa Clara, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

7. Please check the appropriate box below:

☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

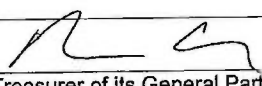
☒ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

**By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFQual, that they are aware of the applicable facts pertaining to the RFQual process, its procedures and requirements, and that they have read and understand the RFQual.**

Authorized Representative Name (print name):	Robert Ellis
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	Treasurer of its General Partner
<b>Complete additional signatures below as required per # 7 above</b>	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	
Authorized Representative Name (print name):	
Authorized Representative Signature (sign name):	
Authorized Representative Title (print title):	



**Proposer Certification Form**  
**Attachment for Question #7**

Levy Premium Foodservice Limited Partnership ("Levy") is an Illinois limited partnership with its office located at 980 N. Michigan Avenue, Suite 400, Chicago, IL, 60611. Levy Premium Foodservice Limited Partnership's general partner is Levy GP Corporation, an Illinois corporation (that holds a 1% ownership), and its limited partner is Levy Restaurant Limited Partnership ("LRLP"), an Illinois limited partnership (that holds a 99% ownership). Compass Group USA, Inc., a Delaware corporation, is a limited partner of LRLP. Levy GP Corporation's shareholder, officers, and directors are listed below.

Shareholder of the general partner:

1. Compass Group USA, Inc. (100%)

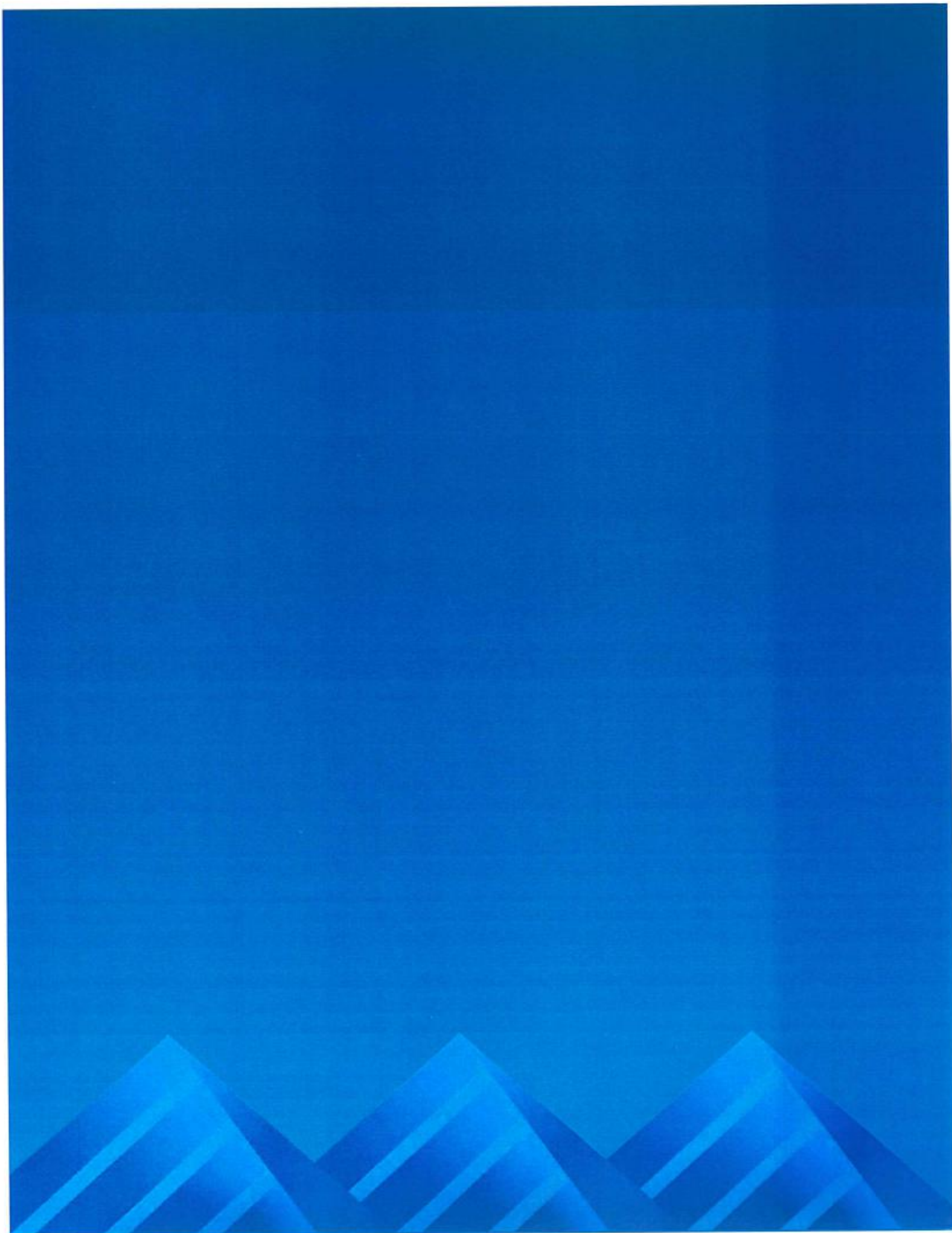
Officers of the general partner:

1. Andrew J. Lansing – President/Chief Executive Officer
2. Robert L. Ellis – Treasurer

Directors of the general partner:

1. Andrew J. Lansing
2. Robert L. Ellis





**15.5 Proposer Qualifications:** Please complete this form and submit with your proposal.

**Attachment B**

**STATEMENT OF QUALIFICATIONS**

**Name of Project:** Food and Beverage Operations for the Santa Clara Convention Center

**RFP Number:** CMO-003

**Proposer Name:** Levy Premium Foodservice Limited Partnership

Proposer must furnish all of the following information relative to its ability experience, and resources available for the fulfillment of the Contract. If additional space is required in order to complete an explanation or provide the required information, then please add as necessary.

1. The number of consecutive years that Proposer has been engaged in the business under the present firm name 22 years.

Number of consecutive years at this location: 0.

Date when business was organized December 4, 1997.

2. List all pertinent organizations and associations of which Proposer is currently a member:

Professional Convention Management Association/Convene Magazine, Meeting Professionals International,

International Association of Venue Management, Event Service Professionals Association, Convention Sales

Professionals International, International Live Events Association, International Association of Travel & Tourism

Professionalism, National Association for Catering and Events, Restaurant Associations within our local

communities, American Culinary Federation, Hospitality Financial and Technology Professionals

3. Provide the overall ratio of managers to personnel proposed for the management of the Convention Center: 1 manager – 15 hourly team members

4. List below five (5) trade references:

A. Company Name: David L. Lawrence Convention Center

Contact: Mary Conturo

Title: Executive Director

Address: 1000 Fort Duquesne Blvd., Pittsburgh, PA 15222

Telephone Email address: 412-393-0200; mconturo@pgh-sea.com

Length of Relationship: Since 2003

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

- B. Company Name: Greater Columbus Convention Center  
 Contact: Don Brown  
 Title: Executive Director  
 Address: 400 North High Street, Columbus, OH 43215  
 Telephone Email address: 614-827-2807; dlbrown@fccfa.org  
 Length of Relationship: Since 2016
- C. Company Name: Huntington Convention Center of Cleveland  
 Contact: Ron King  
 Title: General Manager, SMG  
 Address: 1 St. Clair Ave. NE, Cleveland, OH 44114  
 Telephone Email address: 216-928-1600; rking@clevelandconventions.com  
 Length of Relationship: Since 2013
- D. Company Name: Kentucky International Convention Center  
 Contact: David Beck  
 Title: CEO  
 Address: 221 South Fourth Street, Louisville, KY 40202  
 Telephone Email address: 502-367-5100  
 Length of Relationship: Since 2017
- E. Company Name: Puerto Rico Convention Center  
 Contact: Jorge Perez  
 Title: General Manager, AEG  
 Address: 100 Convention Blvd., San Juan, PR 00907  
 Telephone Email address: 787-690-5653; jperez@prconvention.com  
 Length of Relationship: Since 2016

5. Identify up to five union contracts to which you are a signatory.

- A. Americas Center
- B. Huntington Convention Center of Cleveland
- C. Jacob K. Javits Center
- D. Los Angeles Convention Center
- E. MCCA - Boston Convention Center & Hynes Convention Center

6. Has Proposer ever refused to sign a contract? (circle one) Y ☒ N

If "yes" please provide details.

7. Has Proposer ever been terminated for cause? circle one) Y ☒ N

If "yes", please provide details.

8. Has Proposer ever defaulted on a contract? circle one) Y ☒ N

If "yes", provide details.

9. Has Proposer been subject to defending allegations related to fraud, health code, or alcohol violations within the past five (5) years from the proposal deadline date?

Proposer has not been subject to defending allegations related to fraud or health code violations within the past 5 years. Proposer's reputation for compliance above and beyond mandated responsible alcohol service standards is unmatched. Proposer has not had a license to serve alcoholic beverages revoked, and is in excellent standing with the Alcoholic Beverage Commissions in each state it operates. On a very small number of occasions, Proposer has been cited for administrative violations of alcohol laws, which such violations have been promptly remedied by Proposer and will have no impact on our services at Santa Clara Convention Center.

10. Has Proposer or any related or affiliated entity ever been adjudged bankrupt, been subject to a receivership or an order of reorganization, or other similar action involving the rights of creditors against vendors? (circle one) Y ☒ N

If "yes", provide details.

11. Is Proposer or any related or affiliated entity at this time subject to any court order relating to bankruptcy, receivership, liquidation, reorganization, or similar relief? (circle one) Y ☒ N

If "yes", provide details.

12. Please detail any criminal or civil investigation or pertinent litigation pending or that has concluded within the last three (3) years against Proposer's organization or individuals within the organization.

Nothing pertinent.

13. Has Proposer ever forfeited a performance bond? (circle one) Y ☒ N

If "yes", provide details.

14. Identify below the Proposer's contact person for purposes of responding to any questions the City have:

Contact Name: Joel Alexander

Title: Vice President of Business Development

Address: 980 North Michigan Avenue, Chicago, IL 60611

Telephone and Email address: 470-599-2749; jalexander@levyrestaurants.com





## QUALIFICATIONS

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

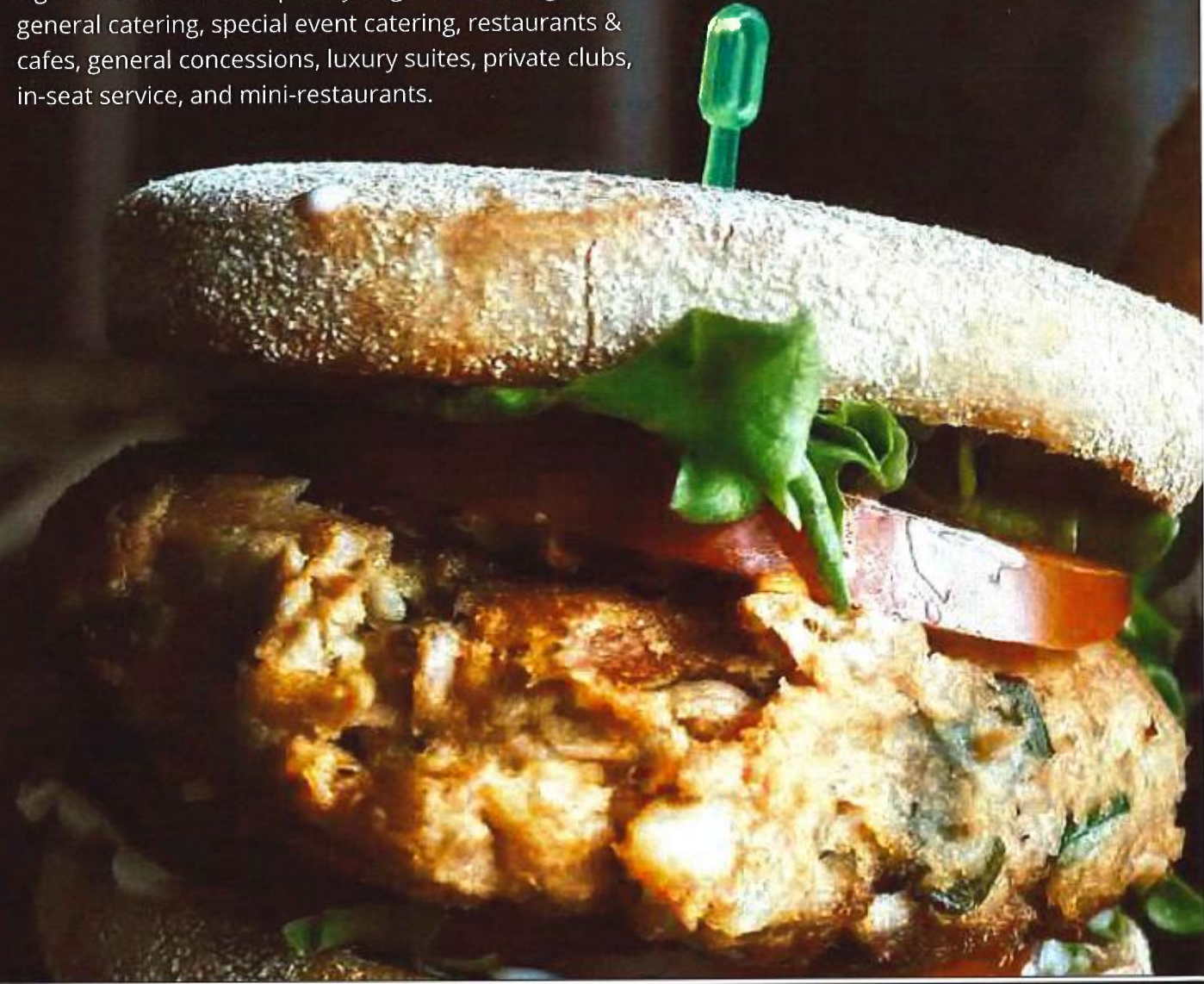
Levy is proud to present our proposal for the food, beverage, and hospitality services at Santa Clara Convention Center. Levy will bring forward our best practices and resources – from people to processes – and provide the most forward-thinking ideas with the operational firepower to successfully execute them. With the strength of our specialized resources, market presence and talented leadership, we will drive a sensational guest experience for these iconic locations in Santa Clara.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



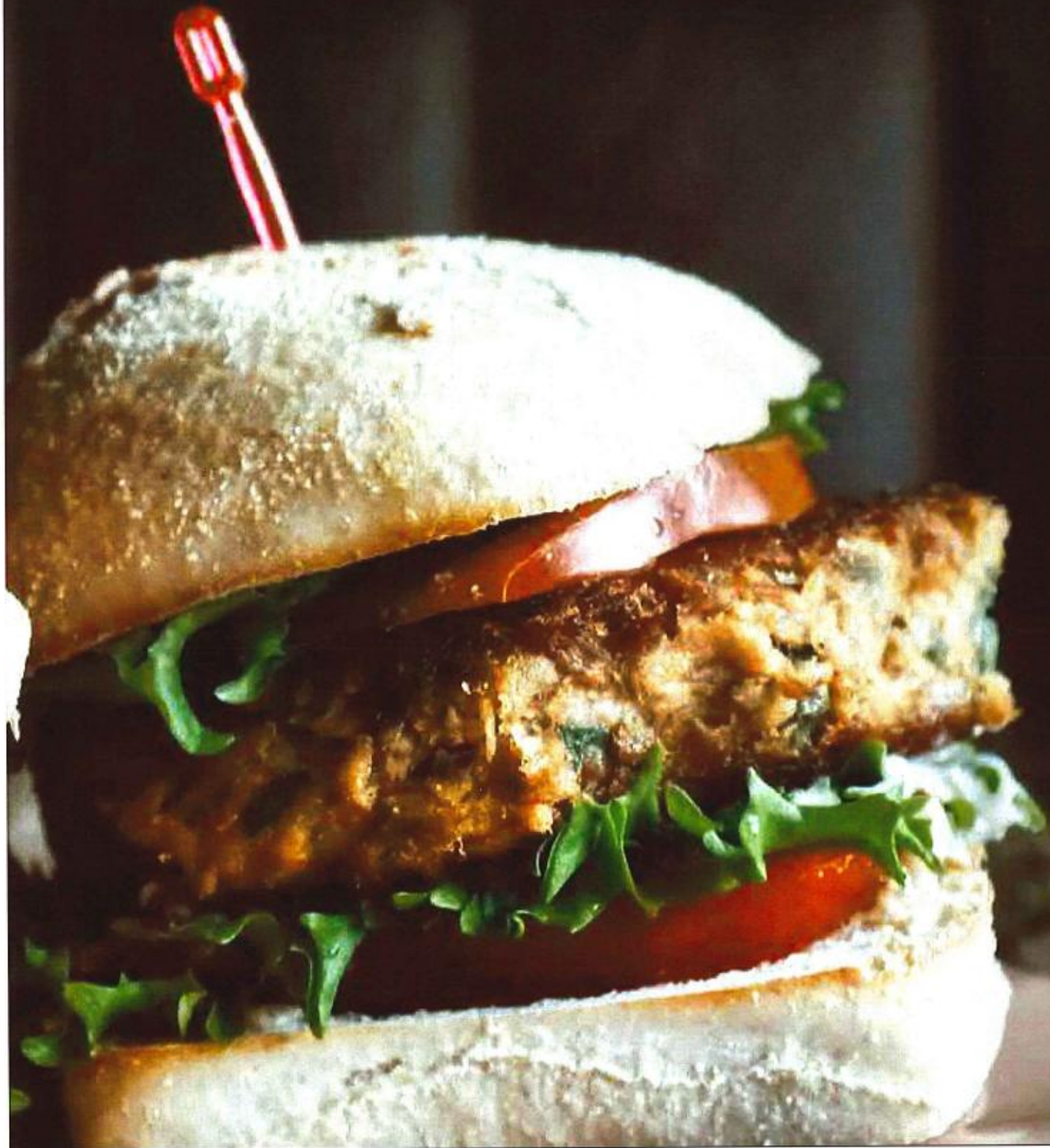
Since its entrepreneurial founding nearly 40 years ago, the company has grown from delivering "The Levy Difference" at a single delicatessen in Chicago to an industry-leading food organization known equally for its culinary and hospitality expertise, as well as its strategic business acumen and creativity. Levy is well-respected for its network of internationally acclaimed restaurants and the leading market share of premium foodservice operations at convention, sports, collegiate and entertainment facilities and is proud to deliver signature food and hospitality to guests of all ages in general catering, special event catering, restaurants & cafes, general concessions, luxury suites, private clubs, in-seat service, and mini-restaurants.

*FORTY YEARS IN  
FOOD.  
HOSPITALITY.  
GROWTH.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



# Our History at a Glance

Pioneered the concept of fine dining in stadiums and arenas by catering Chicago's first skyboxes at the old Comiskey Park (home of the Chicago White Sox).

1978



1982

Recognized for innovating the sports and entertainment dining experience by the Wall Street Journal, Levy's cutting-edge approach disrupts the sports hospitality world.

Opened Spiaggia, one of the original fine dining Italian restaurants in America. Today it boasts four Michelin stars, multiple James Beard awards and a worldwide reputation for excellence.

1984



1989

Selected by The Walt Disney Company as the first organization to create and operate two restaurants at its world-famous resort in Orlando, Florida.

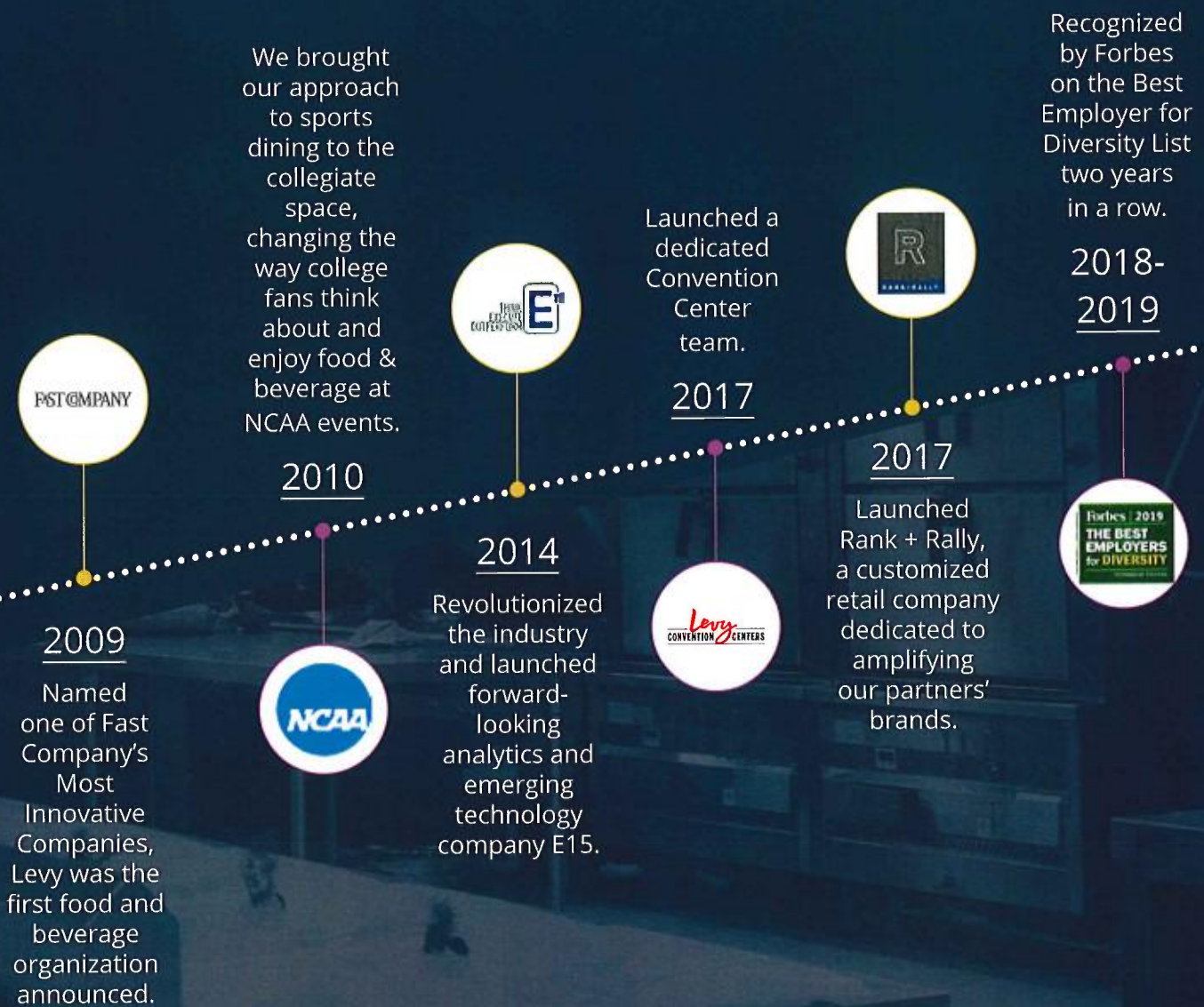
Acquired by Compass Group, the largest foodservice company in the world. Provides Levy with tremendous purchasing power, additional manpower in every market, and financial strength.

2006



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





Founded by entrepreneurs, Levy begins with a relentless commitment to creating memorable guest experiences.

## National Partners

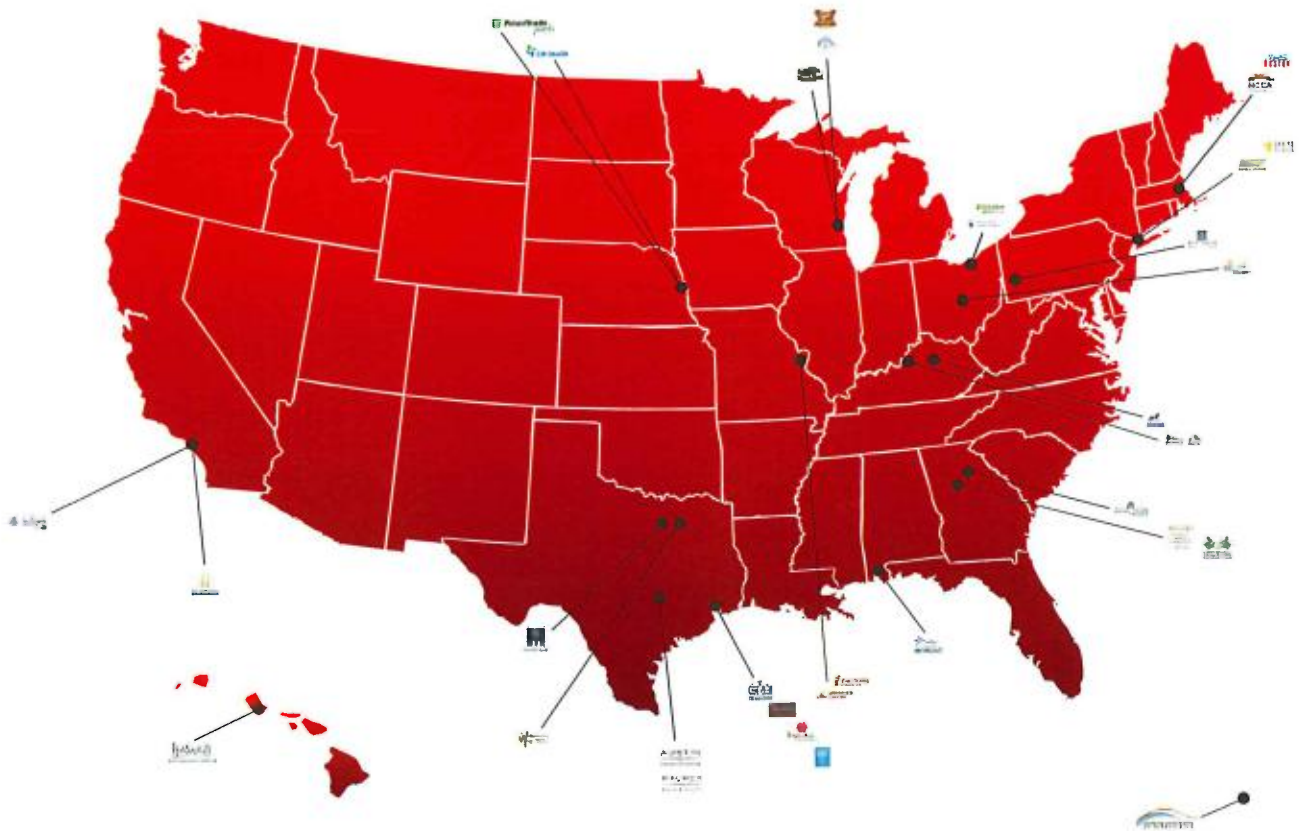


This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Levy's Convention Center Brilliance

Pioneering, pathfinding. In 2017, Levy created a dedicated convention center division because we understand that operating a convention center requires a specialized lens. This insight drove our commitment to dedicating a talented team whose specific role was to understand the unique needs of our convention center partner and guests.



Our convention center division operates more than 35 locations. Several of our convention centers operate as a campus, supporting cultural centers such as theaters and arenas.\*\*\*

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## High-Profile Catering

Above and beyond. Levy's expertise in delivering food, beverage and hospitality for restaurants has translated to a specialty in high-quality catered events. We have earned the trust of our partners in serving the nation's most elite experiences. Living in the restaurant business every day, we are able to advise our guests on the most creative menu options so they may fondly remember their event long after they have departed. Our resources and experience allow us to cater events of all sizes, from small group parties to crafting one of the largest, Guinness World record holding, family-style meals ever at George R. Brown Convention Center in Houston.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Celebrated Restaurateurs

### Internationally acclaimed restaurants.

Our restaurateur roots and belief that good food is always a cause for celebration distinguishes us from other companies in the industry. We understand the importance of customization, recognition and convenience. We rely on our collective restaurant-quality dining expertise to create memorable experiences that go above and beyond guests' expectations. We were the pioneers who brought fine dining to convention centers, and to sports and entertainment venues. We continue to think and operate like pathfinders, always striving to deliver more value and impactful results for our partners.



SPIAGGIA

LINE & LURE

HERBIE'S  
ON THE PARK



American Girl

PADDLEFISH

BRAVINIA MOTOR

## RESTAURANT AWARDS

### SPIAGGIA COMPLEX

1 Michelin Star Rating 2011-2017

James Beard Awards: Best Chef  
Midwest

Top Chef + Top Chef Masters

"Sommelier of the Year" Food &  
Wine Magazine, Rachael Lowe

"Best Italian Food" Chicago  
Magazine

"50 Best Restaurants in America"  
Business Insider

"Good Eating Award" Chicago  
Tribune

"America's 100 Best Wine  
Restaurants" Wine Enthusiast

"Best of Award of Excellence" Wine  
Spectator

"Outstanding Wine Program" 2019  
James Beard Award Semifinalist

### JAKE MELNICK'S CORNER TAP

"Top 13 Best Chicken Wings in  
America" The Today Show

"Best Hot Wings" Wingfest (3 years  
total)

"Best of Fest" Wingfest (2 years  
total)

"Top 50 Wings in the Country" The  
Daily Meal

### HERBIE'S ON THE PARK

"Hottest Restaurant in Minneapolis  
and Saint Paul" Eater

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## A Culinary Experience Like No Other

Magic. Memory. Food. We love that every city has its own character. It is our job to make sure that each venue reflects the energy, flavor and people that fuel it. We're passionate about creating customized experiences for our guests and providing them with unforgettable sensory adventures. Drawing upon benchmarks from luxury hotels and our notable restaurants, we've revolutionized how food and beverage is served in venues where you'd least expect it. We call our foodservice locations restaurants and cafés, never concessions. We believe that the quality of food and the level of hospitality should equal, if not surpass, the experiences guests have at iconic venues, and also deliver the best the city has to offer, all under one roof.

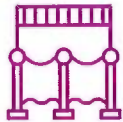
### We develop a culinary experience like no other by:



Creating a truly unique and local food and hospitality experience with each partner, called a Food Story, which serves as the lens for every guest touch point, from smallwares to uniforms



Developing fully tailored menus for each convention center, having our head chefs, who know the flavors of the market best, develop signature items that capture the culture of the city



Enhancing every event with passionate attention to detail



Partnering with local coffee roasters to create proprietary blends unique to the convention center



Ensuring bakery items are made fresh daily, knowing that 8 in 10 guests are served baked goods during their visit





Supporting local communities, which fuels our economies and strengthens our businesses



Increasing top-line revenues, quality and service standards



Providing the most talented and dedicated team to oversee the convention center's operations



Having the backing and unparalleled resources of the largest foodservice company in the world



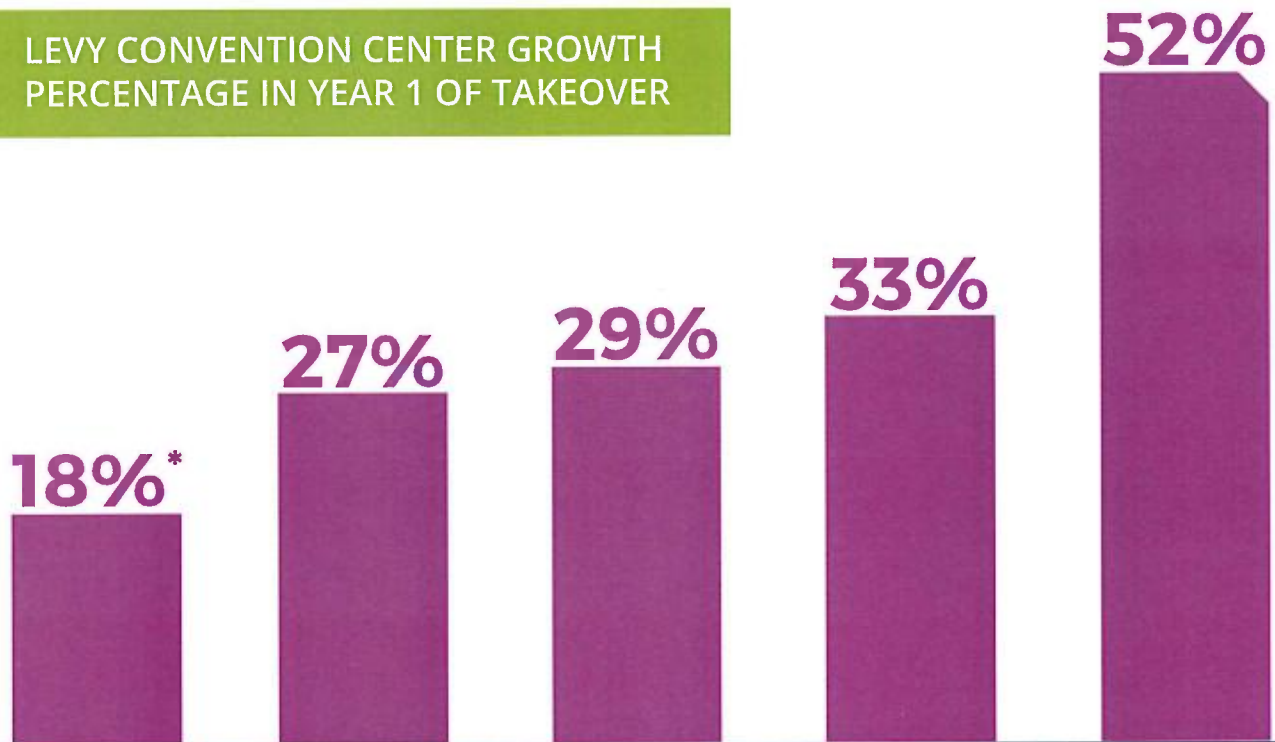
Crafting 'Talking Tables' through food display, signage and creative elements to cultivate an engaging experience

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Results-Producing Approach

Our differentiated approach to food, beverage and hospitality delivers results that speak for themselves.

LEVY CONVENTION CENTER GROWTH  
PERCENTAGE IN YEAR 1 OF TAKEOVER



**GRB**  
HOUSTON  
GEORGE R. BROWN CONVENTION CENTER

aramark

**Greater COLUMBUS**  
CONVENTION CENTER

Centerplate

**ARLINGTON**  
CONVENTION CENTER

CULINAIRE

**AUSTIN**  
CONVENTION CENTER

aramark

*Signature*  
**BOSTON**  
BOSTON CONVENTION  
& EXHIBITION CENTER

aramark

\*Year of Hurricane Harvey

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Levy's Specialization Ignites Growth

**Performance guarantees and growing revenue.** Our commitment to each partner is to engineer their business so that it performs at the highest level, creating an elevated guest experience. To deliver on that promise, we have built and continue to grow the only dedicated convention center team in the industry. Our team of passionate leaders leverages best practices and expertise across all necessary organizational disciplines, from operations and culinary, to data and design. Our model of specialization is proven effective and allows us to ensure significant year one growth and a path of sustained revenue performance.

WE HAVE DELIVERED YEAR ONE  
REVENUE GROWTH RANGING

FROM 18 TO OVER 50%.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

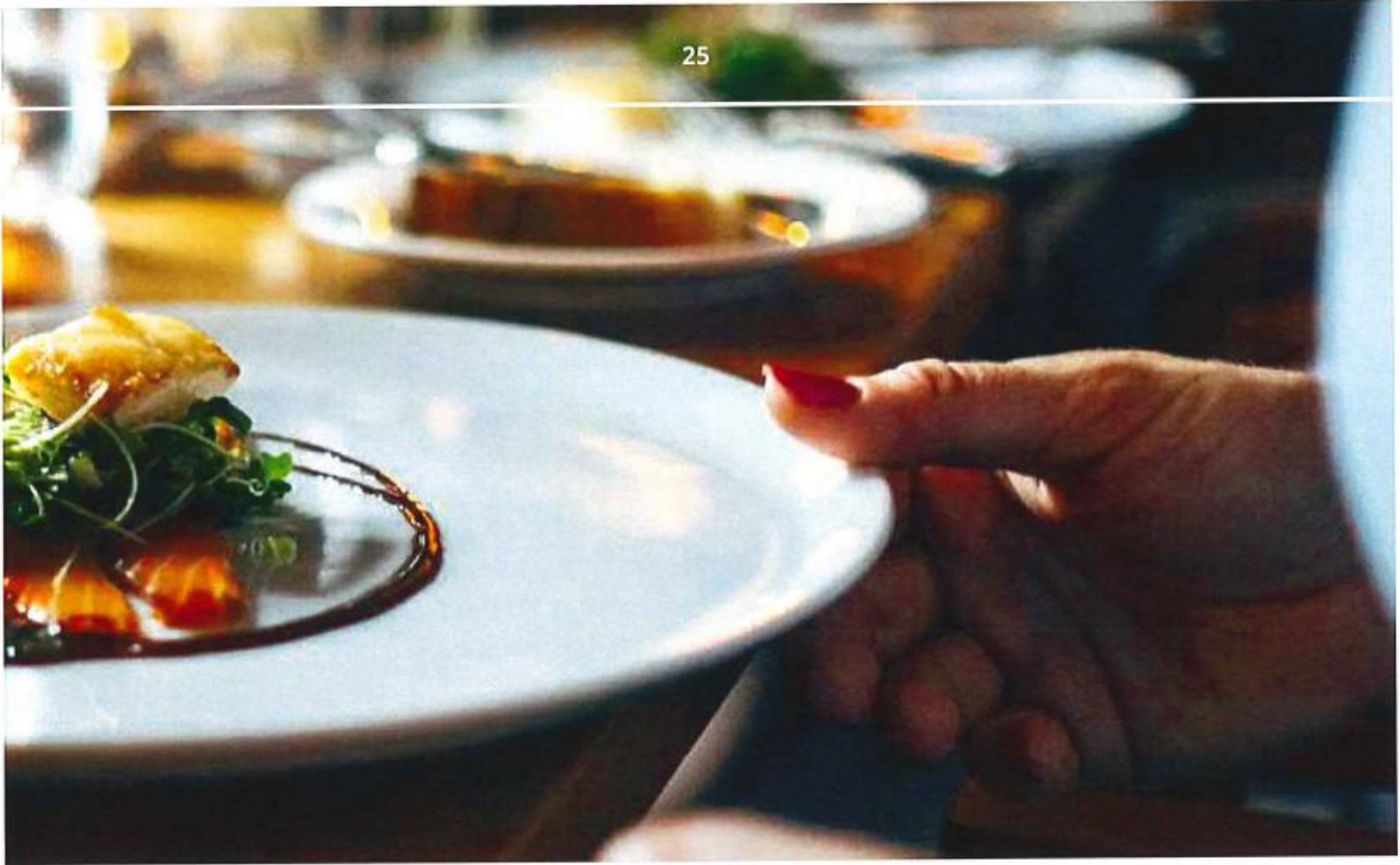




## Spotlight On Innovation

We're always evolving. Core to our business is innovation and disruption. It is why we have changed and shaped our industry, and why our partners are continually recognized for their cutting-edge initiatives and approaches. As innovative restaurateurs, we push ourselves to create new ways to wow our guests at every stadium, arena, ballpark, convention center, restaurant, cultural center, museum, and venue where we provide our services. Going well beyond the food and beverage products we create, we contemplate every aspect of the experience from strategic pricing and the latest technology to the simple, foundational service initiatives that ensure true hospitality is extended to each of our guests.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## We Are Award Winning

### Fast Company

Fast Company magazine recognized this defining trait three times. In 2009 and 2019, Levy was named one of the 10 most innovative companies in sports alongside companies like Nike, Speedo, AEG, ESPN, HOK Sport and NHL.com. In 2018, our parent company, Compass Group, was ranked first in the food category on their list of the World's Top 50 Most Innovative Companies.

### Innovations Lab

We invite our partners to meet with us in our Innovations Lab in Chicago, designed to inspire creativity, imagination and forwardthinking initiatives in an environment equipped with a bar, concessions stand, premium area, full kitchen and space to collaborate. We strongly believe that innovation is a proactive interaction and our sessions are proven to deliver higher revenues and guest engagement.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Diversity and Inclusion Impact

**Levy's celebrated culture.** At Levy, we've built an environment where every team member can make a difference. Our company culture has been built to celebrate inclusivity and diversity, and it serves as the foundation for every interaction and decision we make. Levy and our parent company, Compass Group, understand that our size, scope and purchasing power have a great impact on the community, and, as such, we prioritize diversity in all that we do. In 2018 and 2019, Levy was proud to be named to Forbes' first-ever Best Employers for Diversity list. This award acknowledges the hard work and passion all of our team members bring to work every day.

"We only hire nice people."

Larry Levy

The list was determined through a survey of 30,000 employees from across the country, and Levy's high placement on this list is reflective of our strength in diversity across each of these areas. Forbes paid special recognition to our high number of female executives and ethnic diversity amongst management-level team members. Our commitment to diversity includes the creation of a Diversity and Inclusion Action Council (DIAC). DIAC is an action-oriented, cross-sector committee of diversity and inclusion champions who serve as change agents throughout the Levy network, empowering our people to be the difference. DIAC guides our approach to engaging people, shaping culture and developing a more inclusive, diverse community.



*Levy Team in Atlanta celebrating Inclusion Day along with Diversity and Inclusion Action Councils across the country*

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Optimized Analytics

### Illuminating Data Through Art and Science.

Our analytics and data team, E15, has revolutionized the way we approach our business from end to end – changing the way we plan, go to market, create concepts, execute operationally and optimize on an ongoing basis. These changes come with many benefits; above all else, they lead to an enhanced guest experience driven by data and made actionable through our creative experts. Our hybrid thought process blends user-driven imagination with the data and analytical thinking of our E15 team.

We have developed a process to uncover what is desirable for our targeted users, generating new concepts and possibilities tailored to those desires, and balancing it all with the financial and business modeling to implement what is viable.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Steadfast Financial Strength

Unparalleled support. We are here to stay. We have been in the business since we all but invented it in 1978, and we are growing stronger every day. Our financial stability is further strengthened by our affiliation with Compass Group. Their worldwide reach and our combined reputation allow us to provide long-term supplier and sponsorship relationships that give us the ability to invest in our partners' futures.

## Dynamic Global Presence

Brilliant expertise. Robust manpower. Wherever our partnerships take us, the power of Compass Group follows. Compass Group is the world's largest foodservice company with industry expertise in a broad range of sectors: healthcare, education, workplace, from small business to heavy industry, convention centers and sports and entertainment. Together we have tremendous purchasing power resulting from our strong supplier relationships that allow us to streamline costs while maximizing quality and cash flow. We share best practices worldwide and can tap additional manpower in every market.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



# FAST FACTS



Meals served  
each day

**5.5B**

Meals served each day

**97%**

Industry-  
leading client  
retention rate

**265,000+**

North American associates



**\$18.6B**

Revenue in 2018



**50+**

Countries and  
all 50 states



## NOTABLE ACHIEVEMENTS

- Fortune Magazine's Change the World List – Top 50
- Food Management Magazine – Number 1 of the Top 50
- Fortune Magazine's Global 500
- Newsweek Magazine Top Ten Green Companies in the World
- Forbes' America's Best Employer List



**6TH**

Largest global  
employer

**PASSION. COMMITMENT. PARTNERSHIP.**

**WE LOOK FORWARD TO THE OPPORTUNITY TO PARTNER  
WITH THE SANTA CLARA CONVENTION CENTER.**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## CORPORATE OFFICERS & LEADERSHIP

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

Our expertise in the industry is highlighted by our rich heritage as a family of individuals who truly love what they do. Our corporate officers bring an unparalleled level of experience in the food service industry. We share a universal understanding of what it means to be a good partner and uphold a common ideal of what memorable guest experiences are.

Every partner embraces the desired goals to stimulate growth, improve efficiencies, lock in loyalty, and elevate every guest's experience. That's what good partners do, and it's what comes naturally to us. As a family of passionate restaurateurs, we welcome our partners like family. We believe that win-win outcomes start with open and honest dialogue – "sharing each other's best practices to mutual benefit."

Levy's management team will support and deliver operational excellence to the Santa Clara Convention Center. The guidance of our management team will be further fueled by a strong on-site leadership team. Together, our resources will ensure your team's vision is successfully executed and drive the re-imagination of the guest experience at the Santa Clara Convention Center.

## Corporate Officers



### Andy Lansing

#### **PRESIDENT AND CHIEF EXECUTIVE OFFICER, 1988**

Andy began his career at Levy as vice president and general counsel. Since he assumed his leadership role in 1995, Levy has had explosive revenue growth and has assumed the market leadership position in sports and entertainment dining.

**Fun Fact:** Andy believes people are inspired when they have fun. He's an accomplished prestidigitator and uses his personal passion for magic to inspire creativity, innovation and, most importantly, fun.



### Tom Funk

#### **EXECUTIVE VICE PRESIDENT AND CHIEF OPERATING OFFICER, 2013**

Tom leads strategic planning, vision and operations for Levy's 140-plus sports and entertainment venues across North America. Tom's impact on the company and culture has been immediately felt through his leadership in layering data and insights into planning processes that allow operational teams to enhance overall experiences.

**Fun Fact:** Tom was a sixth-grade math teacher post-college graduation.



## Alison Weber

### CHIEF CREATIVE OFFICER, 1992

Alison leads the responsible ideation, strategic creativity and forward-thinking initiatives that solve business challenges for the company and its partners.

**Fun Fact:** Guided by the belief that “nobody is as smart as everybody,” Alison and her team love gathering partners from every discipline around the table to ensure concepts work from a guest, culinary, design, operational and financial point of view.



## Rob Ellis

### EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER, 1998

Rob has helped direct and guide the explosive rise of Levy, while garnering industry recognition for our consistent and profitable growth. With a wealth of industry experience, he’s uniquely qualified to find financial solutions that are a “win-win” for our partners and Levy.

**Fun Fact:** Rob is Levy’s “every fan,” and proud of all of our partners’ sports teams.





## Robert Nicklin

### SENIOR VICE PRESIDENT OF BUSINESS DEVELOPMENT, 2017

Robert joined Levy in 2017 as National Vice President of Business Development having already had seven successful years with our parent company, Compass Group, where he previously held the role of UK Head of Business Development. With an extensive sales career spanning over 15 years, he brings a wealth of experience in two different continents and multiple industries.

**Fun Fact:** Robert's favorite holiday destination is Mauritius, because he loves the mix of cultures and how it's reflected in the food and their traditional methods of cooking.



## Jaime Faulkner

### CHIEF EXECUTIVE OFFICER OF E15, 2013

Working side by side with partners to solve business challenges using analytics and emerging technology, Jaime leads a team of data scientists, analysts, software developers and engineers, changing the way Levy and its partners approach business intelligence.

**Fun Fact:** A graduate of Baylor University with a degree in economics, Jaime is still a Baylor Bears fan and loves a hot dog and a cold one on a summer day at the ballpark with her family.

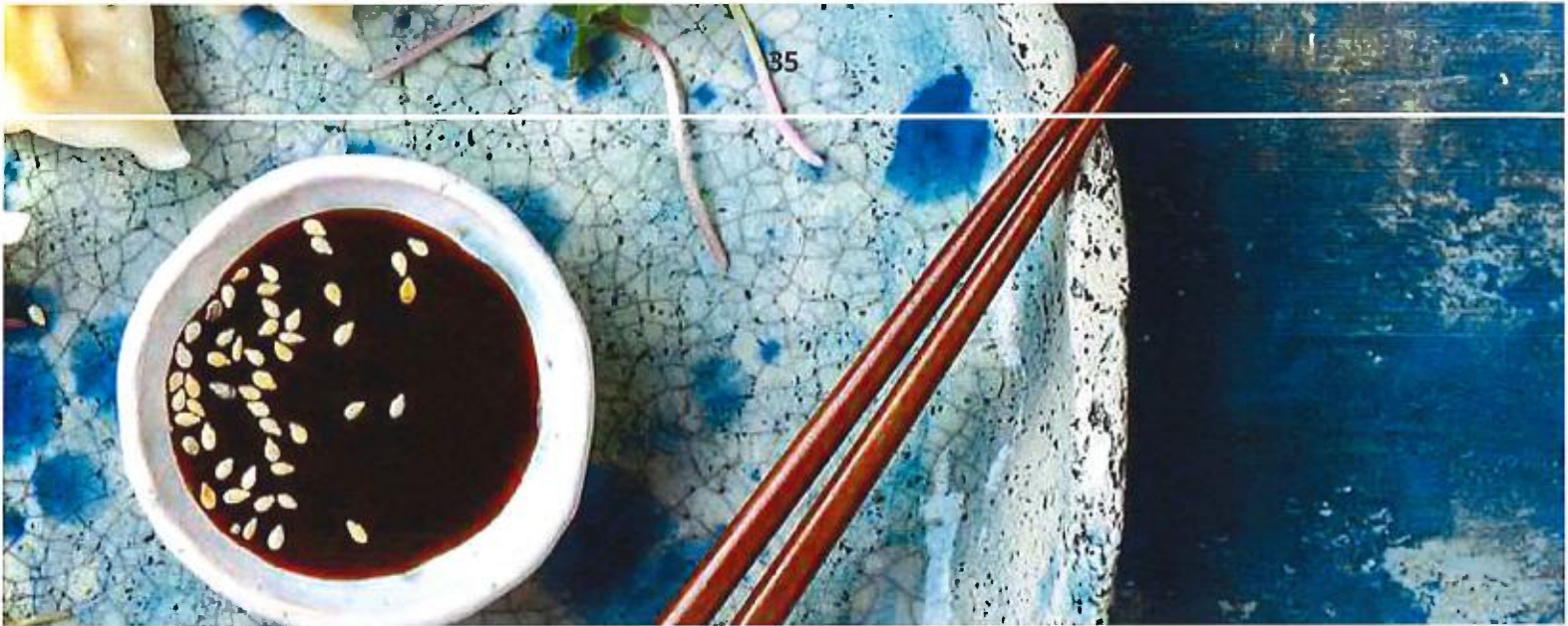
## Convention Center Leadership Team



### Cindy van Rensburg, Division President

- Cindy is the Division President of Levy's Convention Center group, constantly challenging her team to be the trendsetters in the industry.
- During her career, Cindy has personally done every position in a convention center and knows what it takes to build a successful team and partnership with our clients.
- Cindy began her career with Levy as a Regional Vice President in June 2006 and has managed a wide portfolio from the East to West Coast regions, managing more than \$630 million in revenue.
- Experience: 30+ years in industry; with Levy since 2006; previously with Aramark.
- Education: B.S. in Hotel Restaurant Management, University of New Orleans.





## Katherine Putnam, Regional Vice President of Operations

- In 2017, Katherine took on the role of Regional Vice President for the Convention Center Division and supports venues around the United States, from Puerto Rico to Hawaii to Milwaukee.
- She joined the Levy family as General Manager of the Austin Convention Center/Palmer Events, she helped the venue become recognized as a Center for Excellence location.
- In 2016, she was recognized as a Dream Team winner for the Partner Difference.
- Experience: 20+ years experience, 13 in industry; with Levy since 2012; previously with Aramark, Marriott, and Ovations Food Services.
- Education: B.S. Hotel/Restaurant Hospitality Management, University of Mississippi.





## Frank Abbinanti, Vice President of Culinary

- Frank is from a family of restaurant entrepreneurs in Sicily, and led his own multi-restaurant concept for many years in Florida.
- He is a Certified Executive Chef and Approved Culinary Judge with The American Culinary Federation and has won many gold medals and industry awards.
- Experience: 25+ years in industry; with Levy since 2008; previously was restaurateur and with Sheraton, Hilton Hotels and Walt Disney World Company.
- Education: Washburne Culinary Institute.



## Paula Meyer, Regional HR Director

- She has worked with Levy on major sporting events including the Kentucky Derby at Churchill Downs and Levy's first US Open Tennis Tournament in 2005.
- Paula received the Levy Dream Team award as Impact Player of the Year.
- Experience: 16 years in industry; with Levy since 2002.
- Education: B.A. in Psychology, Indiana University; Masters in Human Resource Management, Webster University.



## Adam Borders, Regional Senior Purchasing Director

- He joined Levy as a suite attendant, but has held many different roles in his 17 year tenure.
- As lead of Levy Convention Centers' Purchasing team, Adam also oversees Levy Golf.
- Experience: 20 years in industry, with Levy since 2002.



## Dan Eccles, Regional Senior Finance Director

- In this role, Dan directs finance for Levy's convention center properties.
- Dan has been a part of several new business openings including T-Mobile Arena (Las Vegas), Ontario Arena (California), and the re-opening of the Forum (Los Angeles).
- Experience: 17 years in industry; with Levy since 2006; previously with Aramark.
- Education: B.A. in Business Management, Simon Fraser University.





## Michael Braendle, Regional Finance Manager

- Michael grew up around Austin and got his start in the industry while fundraising for a non-profit at sporting events.
- He led the Austin Convention Center team to achieve Levy's Best Financial Results for Convention Centers Awards.
- Experience: 15+ years in industry; with Levy since 2016; previously with Sodexo.
- Education: B.A. in Economics, University of Texas at Austin.



## Joiel Alexander, Vice President of Business Development, Convention Centers

- Joiel spearheads our sales efforts to ensure strategic growth of the sector.
- Prior to joining the Business Development Team, Joiel was the Area Director of Sales in Atlanta where she led a campus-wide sales team comprised of 10 food and beverage enthusiasts.
- Planned and executed some of the largest events our country has ever seen such as Super Bowl, College Football Championship, NCAA Final Four, Microsoft, and AKA Boule.
- Joiel serves as the program chair for Levy's Diversity & Inclusion Action Council.
- Experience: 20+ years' experience, 13 in industry; with Levy since 2011.
- Education: B.S. in Psychology from Duke University.



## E15 Team



### Andrew Brinkman, Partner Strategy Analyst, Convention Centers

- Leading the Convention Center Division in data analytics, Andrew sets the foundation for our business through measurable costs analysis and needed flavors for our venues.
- Experience: Prior experience with Levy operations in MLB and NFL stadiums and 9 years of large-scale hospitality experience from operations to corporate support.
- Education: Michigan State University graduate with a degree in Hospitality Management.





## CLIENT LIST

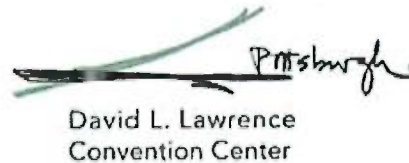
**15.6.3 Client List:** Proposers should list other food services and food service venues similar to the Convention Center, that the Proposer serves or has served within the past five years. Proposers should provide detailed information, e.g., name, address and telephone number of the other venue, contact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

### Similar Partnerships

We are the perfect partner for the Santa Clara Convention Center given our restaurateur roots, proven results across our portfolio, and partnerships with many similar properties. Our breadth of partnerships across the nation provide us with the operational know-how to position us for success with this opportunity. We have developed specialized resources to support the uniqueness of how each of these venues operate and as such, can deliver a seamless guest experience that reflects the venues' storied history while allowing us to create the legendary experiences of the future.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## Convention Center Partnerships

Our Convention Center Division was created to focus on the specialized needs of our partners in this space. Several of our convention centers operate as a campus, supporting cultural centers such as theaters and arenas. We have a track record of driving growth for these venues as a result of our dedicated talent and best practice sharing across the division. The following highlighted partnerships represent similar venues to the opportunity with the Santa Clara Convention Center.

### DAVID L LAWRENCE CONVENTION CENTER

**Term of contract (start to end date):**  
2003 - 2023

**Partner Contact Name:** Mary Conturo

**Partner Contact Title:** Executive Director

**Venue Address:** 1000 Ft Duquesne Blvd,  
Pittsburgh, PA 15222

**Partner Contact Phone Number:** 412-  
393-0200

**Partner Email Address:**  
mconturo@pgh-sea.com

**Total Building Square Ft:** 1,500,000

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events, Weddings

**Annual Gross Revenues:** 7.3 Million

**Average Annual Building Attendance for last 3 years:** 542,521



## GREATER COLUMBUS CONVENTION CENTER

**Term of contract (start to end date):**

2016 –2021 with 3-year additional option

**Partner Contact Name:** Don Brown

**Partner Contact Title:** Executive Director

**Venue Address:** 400 North High Street,  
Columbus, OH 43215

**Partner Contact Phone Number:**  
614-827-2807

**Partner Email Address:**  
dlbrown@fccfa.org

**Total Building Square Ft:** 1.8 Million

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events

**Annual Gross Revenues:** 14 Million

**Average Annual Building Attendance for last 3 years:** 240,000



## HAWAII CONVENTION CENTER

**Term of contract (start to end date):**

2014 - 2019

**Partner Contact Name:** Teri Orton

**Partner Contact Title:** General Manager

**Venue Address:** 1801 Kalakaua Avenue,  
Honolulu HI 96815

**Partner Contact Phone Number:**  
808-943-3500

**Partner Email Address:**  
TOrton@hccaeg.com

**Total Building Square Ft:** 1.1 million

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events

**Annual Gross Revenues:** 15 Million

**Average Annual Building Attendance for last 3 years:** 500,000





## HUNTINGTON CONVENTION CENTER OF CLEVELAND

**Term of contract (start to end date):**  
2013 –2027

**Partner Contact Name:** Ron King

**Partner Contact Title:** General Manager,  
SMG

**Venue Address:** 1 St. Clair Ave NE  
Cleveland Ohio 44114

**Partner Contact Phone Number:**  
216-928-1600

**Partner Email Address:**  
rking@clevelandconventions.com

### **Total Building Square Ft and Overview:**

- Global Center for Health Innovation – 235,000sq ft
- Huntington Convention Center of Cleveland – 358,000 sq feet

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events

**Annual Gross Revenues:** 11.2 Million

**Average Annual Building Attendance for last 3 years:** 238,937



## JOHN B HYNES VETERANS MEMORIAL CONVENTION CENTER

**Term of contract (start to end date):**  
2010 – 2020

**Partner Contact Name:** Joyce Leveston

**Partner Contact Title:** General Manager  
MCCA

**Venue Address:** 900 Boylston Street  
Boston Ma 02115

**Partner Contact Phone Number:**  
617-954-2073

**Partner Email Address:**  
jleveston@SignatureBoston.com

**Total Building Square Ft:** 452,024

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events

**Annual Gross Revenues:** 12 Million

**Average Annual Building Attendance for last 3 years:** 210,875



## KENTUCKY INTERNATIONAL CONVENTION CENTER

**Term of contract (start to end date):**  
2017 – 2023

**Partner Contact Name:** David Beck

**Partner Contact Title:** CEO

**Venue Address:** 221 South Fourth Street,  
Louisville KY 40202

**Partner Contact Phone Number:**  
502-367-5100

**Partner Email Address:**  
david.beck@kyvenues.com

**Total Building Square Ft:** 400,000

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events

**Annual Gross Revenues:** 6.7 Million

**Average Annual Building Attendance for last 3 years:** Building Reopened in Aug 2018



## PUERTO RICO CONVENTION CENTER

**Term of contract (start to end date):**  
2016 – 2021

**Partner Contact Name:** Jorge Perez

**Partner Contact Title:** General Manager

**Venue Address:** 100 Convention Blvd. San Juan, Puerto Rico, 00907

**Partner Contact Phone Number:**  
787-690-5653

**Partner Email Address:**  
jperez@prconvention.com

**Total Building Square Ft:** 600,000

**Events/Services Provided:** Tradeshow, Corporate Associations, Consumer Shows, Galas, Special Events, Concerts

**Annual Gross Revenues:** 7.5 Million

**Average Annual Building Attendance for last 3 years:** 800,000





## PRODUCTS AND SERVICES OFFERED AT OTHER FACILITIES

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

Levy is committed to delivering food, beverage, and hospitality to our partners that maximizes the guest experience and increases sales. We've experienced success through a dedication to understanding what our guests want through our data and analytics team, E15, and embracing a spirit of innovation that has been core to our company since our founding. We look forward to bringing these resources and mindset to the Santa Clara Convention Center.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Data-Driven Decision Making

E15 is the industry recognized leader in analytics and emerging technology. E15 is owned by Levy and was incepted in 2014 to bring more value to our partners and help solve critical business issues. Our team has backgrounds in computer science, economics, quantitative statistics, accounting, finance, investment banking, market research, strategy, and business development. Their competencies are in business intelligence, modeling, statistics, data warehousing, data security, and application development.

Our extensive knowledge and experience with many of the most advanced technological products and services in our industry enables us to stay on the forefront of guest engagement and customer service enhancements, many of which lead to better experiences, better data capture, and higher per caps. As part of the technology research and development process for E15, we also meet regularly with companies leading and influencing how consumers transact through technology. Companies such as Apple, Google, Amazon, Starbucks, Microsoft, and more meet with us on a regular basis to discuss new product developments, success in deployment, and new business challenges or opportunities they are currently working to solve. These relationships with cutting-edge brands allow us to have our pulse on the latest innovations and emerging technology.

E15 leverages analytics and intelligence to drive decision making at all levels of the organization and operations. Through E15, our decisions are fact based and not gut driven. We know what should happen and not just what did happen. As a result, we maximize financial returns, deliver excellent quality, and more importantly, provide superior guest experience and value, all key drivers to support our vision for the Santa Clara Convention Center.



## Mindset Of Innovation



At Levy, we have never settled for the status quo. Core to our business is innovation and disruption. The end goal has been, and always will be, to transform the guest experience with an eye on what's new and what's next. It is why we have changed and shaped our industry, and why our partners are continually recognized for their cutting-edge initiatives and approaches because we are a direct extension of their brand and fuel their innovation and growth.

THAT FOCUS AND OUR PROVEN-TRACK RECORD, COMBINED WITH OUR DEDICATED RESOURCES, WILL FUEL AND SUSTAIN THE OPTIMAL AND MOST EXCITING GUEST EXPERIENCE IN SANTA CLARA.

Fast Company magazine recognized this defining trait three times. They named Levy one of the 10 most innovative companies in sports in 2009 and 2019, alongside companies like Nike, Speedo, AEG, ESPN, HOK Sport, and NHL.com. Our parent company, Compass Group USA, was also recognized and ranked first in the food category on their list of the World's Top 50 Most Innovative Companies for 2018.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## We Are Proud Of Our Result-Producing Innovations Story

Since its entrepreneurial founding in 1978, Levy has been thinking differently and forging the path for new ideas in food, beverage and hospitality. These noteworthy progressions are milestones that make us particularly proud as they have produced meaningful results and shifted the industry to be thinking differently.



1982

Levy pioneers the concept of fine dining in stadiums and arenas by catering the first skyboxes at the old Comiskey Park (home of the Chicago White Sox).



1992

Levy is the first restaurateur to design and influence premium experiences from the ground up at the new Comiskey Park.



2016

Levy launches Rank + Rally, our retail division to go end-to-end with fan experiences.

Levy Convention Centers implements the first teaching and tasting kitchen, a flexible platform for show managers, attendees and VIP guests of a convention center to discover food and culinary expertise that will uniquely impact food and beverage choices for their events.



2015

Levy Convention Centers begins introducing in-house bakeries, focused on serving up signature and proprietary items for all events. Our Vice President of Culinary, Frank Abbinanti, started testing the program 5 years prior to that, to ensure the roll-out was successful divisionwide.



2017

E15 aligns with Apple, Waze, Uber and Google to formalize tech tours for Levy partners to understand industrywide best practices.

Levy Convention Centers introduces the talking table, focused on creating experiences with our food and beverage presentations that engage with our guests, create a memorable experience, open up interaction and conversation, and create those Instagrammable moments and even bring some humor to the table.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



1993

First dessert carts in the industry make their debut, becoming a mainstay at all sporting events.



1994

Wood-burning ovens debut in the industry at a Levy sports venue, a working replica of those in our four-star Spiaggia kitchens.



1999

Elevated in offer and design, Levy brings mini-restaurants to premium club concourses to drive differentiation from the general concessions experiences.



2014

Levy launches E15, our dedicated data, analytics and emerging technology subsidiary to fuel partner growth.



2009

User controlled coolers / markets launched at Levy properties to drive frictionless fan experiences.



2003

Levy partners with United Center to reinvent traditional suite inventory into the new Theater Boxes and Social Club offers.



2018

Flippy, the first robotic sports chef made his debut at Dodger Stadium serving Levy fare to fans.



2019

Levy debuts the very first cashfree buildings open for business in two major league markets (NBA and MLB).

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Success Story: Tasting & Teaching Kitchens



Our teaching and tasting kitchen is a flexible platform for show managers, attendees and VIP guests of our

convention centers to discover food and culinary expertise that will uniquely impact food and beverage choices for their events. Similar to the opportunity we see at Santa Clara Convention Center, Levy and the team at the Kentucky International Convention Center saw the potential to help book future business and push innovation.

For more information on this proposed concept for the Santa Clara Convention Center, please refer to Section 15.7.7 of this proposal.

In KICC's Tasting Kitchen's first 100 days...

- Presented to 8 new business clients.
- Closed 6 out of 8 potential clients to signed contracts.
- Generated \$1.8M in sales.

*"Levy's activation of the food experience has been outstanding. The attention to detail and the incorporation of a Food Story that reflects the community has been the talk of the town. The addition of the new Tasting Kitchen exhibits the heightened awareness that we can provide our prospective customers in engaging in the Louisville experience."*

- Cleo Battle, Executive Vice President, Louisville Tourism



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## AUDITED FINANCIAL STATEMENTS

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

The following financial statement from Levy's parent company, Compass Group, represents the financial statement for Levy. We have also provided excerpts from Compass Group's 2018 and 2017 Annual Reports within this section. To access the full reports, visit: <https://www.compass-group.com/en/investors/annual-reports.html>



# January 2019 Compass Group Financial Update



**To:** Compass Group USA Business Partners

**Date:** January 2, 2019

**Sub:** Compass Group USA Financial Update

Compass Group USA Inc. is a wholly owned subsidiary of Compass Group PLC (CGP), the global leader for contract catering services. Compass Group USA Inc. is the legal entity representing United States operations and is the parent company of Best Vendors Management Inc., Bon Appetit Management Co., Crothall Services Group, CulinArt Group Inc., Eurest Services Inc., Flik International Corp., Foodbuy LLC, Gourmet Dining LLC, Levy Restaurants, Morrison Management Specialists Inc., Restaurant Associates Corporation, Southeast Service Corporation, and Wolfgang Puck Catering & Events LLC. Divisions of Compass Group USA Inc. include Canteen, Chartwells, Eurest Dining, and Unidine Corporation.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2018 of US \$18.6 billion and operating profit of US \$1.5 billion. Compass Group North America's revenues represent 59 percent of the CGP worldwide total. Compass Group North America's client list includes Berkshire Hathaway, Mount Sinai, and Texas A&M University.

CGP was formed in 1987 to facilitate the management-led buyout of the Grand Metropolitan PLC Catering division. During its 32-year history, CGP has grown more than fiftyfold from a revenue and value perspective, with a current market capitalization of US \$36 billion. CPG trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass has experienced phenomenal growth, it remains a conservatively managed company with a strong credit rating. Access to the September 30, 2018, CPG annual report is available through the following link:

<https://www.compass-group.com/en/investors/annual-reports.html>

You are encouraged to direct financial inquiries regarding Compass Group to my attention at our North America headquarters in Charlotte, North Carolina.

Sincerely,

Daniel Thomas  
Vice President, Treasurer  
Compass Group, North America  
2400 Yorkmont Road  
Charlotte, NC 28217  
Tel: 704-328-7073

# Excerpts from Compass Group's 2017 Annual Reports

## CONSOLIDATED INCOME STATEMENT

For the year ended 30 September 2018

	NOTES	2018 £m	2017 £m
Combined sales of Group and share of equity accounted joint ventures	1	23,239	22,852
Less: share of sales of equity accounted joint ventures	11	(275)	(284)
Revenue		22,964	22,568
Operating costs	2	(21,324)	(20,945)
Operating profit before joint ventures and associates		1,640	1,623
Share of profit after tax of joint ventures and associates	1,11	50	42
Operating profit	1	1,690	1,665
Underlying operating profit <sup>1</sup>	1	1,741	1,705
Amortisation of intangibles arising on acquisition	9	(44)	(39)
Acquisition transaction costs	23	(4)	(2)
Adjustment to contingent consideration on acquisition		(1)	3
Tax on share of profit of joint ventures	1	(2)	(2)
Net loss on sale and closure of businesses	23	(58)	-
Finance income	4	6	6
Finance costs	4	(120)	(120)
Other financing items	4	2	9
Profit before tax	5	1,520	1,560
Income tax expense	5	(387)	(389)
Profit for the year		1,133	1,171
<b>ATTRIBUTABLE TO</b>			
Equity shareholders of the Company	6	1,125	1,161
Non-controlling interests		8	10
Profit for the year		1,133	1,171
<b>BASIC EARNINGS PER SHARE (PENCE)</b>	6	71.0p	71.3p
<b>DILUTED EARNINGS PER SHARE (PENCE)</b>	6	71.0p	71.3p

1. Underlying operating profit excludes amortisation of intangibles arising on acquisition, acquisition transaction costs and adjustment to contingent consideration on acquisition, but includes share of profit after tax of associates and operating profit of joint ventures. The reconciliation between statutory and underlying results is provided in note 32.



## CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the year ended 30 September 2018

	NOTES	2018 £M	2017 £M
<b>Profit for the year</b>		<b>1,133</b>	<b>1,171</b>
<b>Other comprehensive income</b>			
<b>Items that are not reclassified subsequently to the income statement</b>			
Remeasurement of post employment benefit obligations – gain	20	68	125
Return on plan assets, excluding interest income – gain/(loss)	20	21	(96)
Tax on items relating to the components of other comprehensive income	5	(30)	(8)
		59	21
<b>Items that may be reclassified subsequently to the income statement</b>			
Currency translation differences		(76)	(47)
<b>Total other comprehensive loss for the year</b>		<b>(17)</b>	<b>(26)</b>
<b>Total comprehensive income for the year</b>		<b>1,116</b>	<b>1,145</b>
<b>ATTRIBUTABLE TO</b>			
Equity shareholders of the Company		1,108	1,135
Non-controlling interests		8	10
<b>Total comprehensive income for the year</b>		<b>1,116</b>	<b>1,145</b>

CONSOLIDATED  
FINANCIAL STATEMENTS

## CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the year ended 30 September 2018

	ATTRIBUTABLE TO EQUITY SHAREHOLDERS OF THE COMPANY						TOTAL £M
	SHARE CAPITAL £M	SHARE PREMIUM ACCOUNT £M	CAPITAL REDEMPTION RESERVE £M	OTHER RESERVES £M	RETAINED EARNINGS £M	NON-CONTROLLING INTERESTS £M	
At 1 October 2017	176	182	295	4,320	(2,875)	22	2,120
Profit for the year	—	—	—	—	1,125	8	1,133
<b>Other comprehensive income</b>							
Currency translation differences	—	—	—	(76)	—	—	(76)
Remeasurement of post employment benefit obligations – gain	—	—	—	—	68	—	68
Return on plan assets, excluding interest income – gain	—	—	—	—	21	—	21
Tax on items relating to the components of other comprehensive income (note 5)	—	—	—	(1)	(29)	—	(30)
Total other comprehensive (loss)/income	—	—	—	(77)	60	—	(17)
Total comprehensive (loss)/income for the year	—	—	—	(77)	1,185	8	1,116
Fair value of share-based payments (note 22)	—	—	—	21	—	—	21
Changes to non-controlling interests due to acquisitions and disposals	—	—	—	—	(5)	4	(1)
Tax on items taken directly to equity (note 5)	—	—	—	—	1	—	1
Change in the fair value of non-controlling interest put options	—	—	—	(56)	—	—	(56)
Other changes	—	—	—	—	(4)	—	(4)
	176	182	295	4,208	(1,698)	34	3,197
Dividends paid to Compass shareholders (note 7)	—	—	—	—	(548)	—	(548)
Dividends paid to non-controlling interests	—	—	—	—	—	(9)	(9)
At 30 September 2018	176	182	295	4,208	(2,246)	25	2,640

	SHARE-BASED PAYMENT RESERVE £M	MERGER RESERVE £M	REVALUATION RESERVE £M	TRANSLATION RESERVE £M	ADJUSTMENT FOR NON-CONTROLLING INTEREST PUT OPTIONS RESERVE £M	TOTAL OTHER RESERVES £M
At 1 October 2017	211	4,170	7	(53)	(15)	4,320
<b>Other comprehensive income</b>						
Currency translation differences	—	—	—	(76)	—	(76)
Tax on items relating to the components of other comprehensive income (note 5)	—	—	—	(1)	—	(1)
Total other comprehensive loss	—	—	—	(77)	—	(77)
Fair value of share-based payments (note 22)	21	—	—	—	—	21
Change in the fair value of non-controlling interest put options	—	—	—	—	(56)	(56)
At 30 September 2018	232	4,170	7	(130)	(71)	4,208

The merger reserve arose in 2000 following the demerger from Granada Compass plc.



	ATTRIBUTABLE TO EQUITY SHAREHOLDERS OF THE COMPANY						TOTAL £M
	SHARE CAPITAL £M	SHARE PREMIUM ACCOUNT £M	CAPITAL REDEMPTION RESERVE £M	OTHER RESERVES £M	RETAINED EARNINGS £M	NON-CONTROLLING INTERESTS £M	
At 1 October 2016	176	182	295	4,359	(2,507)	15	2,520
Profit for the year	—	—	—	—	1,161	10	1,171
<b>Other comprehensive income</b>							
Currency translation differences	—	—	—	(47)	—	—	(47)
Remeasurement of post employment benefit obligations – gain	—	—	—	—	125	—	125
Return on plan assets, excluding interest income – loss	—	—	—	—	(96)	—	(96)
Tax on items relating to the components of other comprehensive income (note 5)	—	—	—	(1)	(7)	—	(8)
Total other comprehensive (loss)/income	—	—	—	(48)	22	—	(26)
Total comprehensive (loss)/income for the year	—	—	—	(48)	1,183	10	1,145
Fair value of share-based payments (note 22)	—	—	—	21	—	—	21
Use of treasury shares to satisfy employee share scheme awards	—	—	—	(3)	—	—	(3)
Tax on items taken directly to equity (note 5)	—	—	—	—	3	—	3
Share buyback <sup>1</sup>	—	—	—	—	(19)	—	(19)
Other changes	—	—	—	(9)	(1)	10	—
	176	182	295	4,320	(1,341)	35	3,667
Dividends paid to Compass shareholders (note 7)	—	—	—	—	(1,534)	—	(1,534)
Dividends paid to non-controlling interests	—	—	—	—	—	(13)	(13)
At 30 September 2017	176	182	295	4,320	(2,875)	22	2,120

1. Including stamp duty and brokers' commission.

#### OTHER RESERVES

	SHARE-BASED PAYMENT RESERVE £M	MERGER RESERVE £M	REVALUATION RESERVE £M	TRANSLATION RESERVE £M	ADJUSTMENT FOR NON-CONTROLLING INTEREST PUT OPTIONS RESERVE £M	TOTAL OTHER RESERVES £M
At 1 October 2016	193	4,170	7	(5)	(6)	4,359
<b>Other comprehensive income</b>						
Currency translation differences	—	—	—	(47)	—	(47)
Tax on items relating to the components of other comprehensive income (note 5)	—	—	—	(1)	—	(1)
Total other comprehensive loss	—	—	—	(48)	—	(48)
Fair value of share-based payments (note 22)	21	—	—	—	—	21
Use of treasury shares to satisfy employee share scheme awards	(3)	—	—	—	—	(3)
Other changes	—	—	—	—	(9)	(9)
At 30 September 2017	211	4,170	7	(53)	(15)	4,320

## CONSOLIDATED BALANCE SHEET

As at 30 September 2018

	NOTES	2018 £M	2017 £M
<b>NON-CURRENT ASSETS</b>			
Goodwill	8	4,270	3,994
Other intangible assets	9	1,903	1,537
Property, plant and equipment	10	1,006	1,000
Interests in associates and joint ventures	11	263	220
Other investments	12	73	63
Post employment benefit assets	20	346	259
Trade and other receivables	13	105	104
Deferred tax assets*	5	45	132
Derivative financial instruments**	17	83	139
Non-current assets	1	8,094	7,448
<b>CURRENT ASSETS</b>			
Inventories	14	353	353
Trade and other receivables	13	2,857	2,701
Tax recoverable*		69	86
Cash and cash equivalents**	15	969	387
Derivative financial instruments**	17	34	4
		4,282	3,531
Assets held for sale	23	236	—
Current assets		4,518	3,531
<b>Total assets</b>	<b>1</b>	<b>12,612</b>	<b>10,979</b>
<b>CURRENT LIABILITIES</b>			
Short term borrowings**	16	(813)	(20)
Derivative financial instruments**	17	(12)	(6)
Provisions	19	(167)	(132)
Current tax liabilities*		(227)	(227)
Trade and other payables	18	(4,317)	(3,892)
		(5,536)	(4,277)
Liabilities directly associated with assets held for sale	23	(72)	—
Current liabilities		(5,608)	(4,277)
<b>NON-CURRENT LIABILITIES</b>			
Long term borrowings**	16	(3,611)	(3,939)
Derivative financial instruments**	17	(33)	(11)
Post employment benefit obligations	20	(224)	(231)
Provisions	19	(227)	(266)
Deferred tax liabilities*	5	(49)	(48)
Trade and other payables	18	(220)	(87)
		(4,364)	(4,582)
Non-current liabilities		(4,364)	(4,582)
<b>Total liabilities</b>	<b>1</b>	<b>(9,972)</b>	<b>(8,859)</b>
<b>Net assets</b>	<b>1</b>	<b>2,640</b>	<b>2,120</b>
<b>EQUITY</b>			
Share capital	21	176	176
Share premium account		182	182
Capital redemption reserve		295	295
Other reserves		4,208	4,320
Retained earnings		(2,246)	(2,875)
<b>Total equity shareholders' funds</b>		<b>2,615</b>	<b>2,098</b>
<b>Non-controlling interests</b>		<b>25</b>	<b>22</b>
<b>Total equity</b>		<b>2,640</b>	<b>2,120</b>

\* Component of current and deferred taxes.

\*\* Component of net debt.

Approved by the Board of Directors on 20 November 2018 and signed on their behalf by

Dominic Blakemore, Director

Johnny Thomson, Director

## CONSOLIDATED CASH FLOW STATEMENT

For the year ended 30 September 2018

	NOTES	2018 £M	2017 £M
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>			
Cash generated from operations	24	2,297	2,068
Interest paid		(101)	(103)
Tax received		26	25
Tax paid	5	(349)	(357)
<b>Net cash from operating activities</b>		<b>1,873</b>	<b>1,633</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>			
Purchase of subsidiary companies <sup>1</sup>	23	(420)	(96)
Purchase of additional interest in joint operations and investments in associated undertakings	11	(32)	(5)
Proceeds from sale of subsidiary companies and associated undertakings <sup>1</sup>		39	19
Purchase of intangible assets	9	(425)	(339)
Purchase of property, plant and equipment <sup>2</sup>		(386)	(376)
Proceeds from sale of property, plant and equipment/intangible assets		54	32
Purchase of other investments	12	(8)	(8)
Proceeds from sale of other investments	12	1	—
Dividends received from joint ventures and associates	11	35	39
Interest received		6	6
<b>Net cash used in investing activities</b>		<b>(1,136)</b>	<b>(728)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>			
Purchase of own shares <sup>3</sup>	21	—	(19)
Receipts from issue of treasury shares to satisfy employee share scheme awards exercised		1	—
Purchase of non-controlling interests		(5)	—
Increase in borrowings	25	1,506	1,290
Repayment of borrowings	25	(1,074)	(571)
Repayment of obligations under finance leases	25	(6)	(6)
Equity dividends paid	7	(548)	(1,534)
Dividends paid to non-controlling interests		(9)	(13)
<b>Net cash used in financing activities</b>		<b>(135)</b>	<b>(853)</b>
<b>CASH AND CASH EQUIVALENTS</b>			
Net increase in cash and cash equivalents	25	602	52
Cash and cash equivalents at beginning of the year	25	387	346
Currency translation gains/(losses) on cash and cash equivalents	25	2	(11)
<b>Total cash and cash equivalents</b>		<b>991</b>	<b>387</b>
Cash reclassified as held for sale	25	(22)	—
<b>Cash and cash equivalents at end of the year</b>	15, 25	<b>969</b>	<b>387</b>

1. Net of cash acquired or disposed and payments received or made under warranties and indemnities.  
 2. Includes property, plant and equipment purchased under client commitments.  
 3. Includes stamp duty and brokers' commission.

## RECONCILIATION OF FREE CASH FLOW

As at 30 September 2018

	2018 £M	2017 £M
<b>Net cash from operating activities</b>	<b>1,873</b>	<b>1,633</b>
Purchase of intangible assets	(425)	(339)
Purchase of property, plant and equipment	(386)	(376)
Proceeds from sale of property, plant and equipment/intangible assets	54	32
Purchase of other investments	(8)	(8)
Proceeds from sale of other investments	1	—
Dividends received from joint ventures and associates	35	39
Interest received	6	6
Dividends paid to non-controlling interests	(9)	(13)
<b>Underlying free cash flow</b>	<b>1,141</b>	<b>974</b>



# Excerpts from Compass Group's 2017 Annual Reports

## CONSOLIDATED INCOME STATEMENT

For the year ended 30 September 2017

	NOTES	TOTAL 2017 £m	TOTAL 2016 £m
Combined sales of Group and share of equity accounted joint ventures	1	22,852	19,871
Less: share of sales of equity accounted joint ventures	11	(284)	(266)
<b>Revenue</b>		<b>22,568</b>	<b>19,605</b>
Operating costs	2	(20,945)	(18,235)
Operating costs, excluding Emerging Markets and Offshore & Remote restructuring		(20,945)	(18,210)
Emerging Markets and Offshore & Remote restructuring		—	(25)
<b>Operating profit before joint ventures and associates</b>		<b>1,623</b>	<b>1,370</b>
Share of profit after tax of joint ventures and associates	1,11	42	39
<b>Operating profit</b>	1	<b>1,665</b>	<b>1,409</b>
<b>Underlying operating profit<sup>1</sup></b>	1	<b>1,705</b>	<b>1,445</b>
Amortisation of intangibles arising on acquisition	1	(39)	(31)
Acquisition transaction costs	23	(2)	(2)
Adjustment to contingent consideration on acquisition		3	—
Share-based payments expense – non-controlling interest call option		—	(1)
<b>Tax on share of profit of joint ventures</b>		<b>(2)</b>	<b>(2)</b>
Profit on disposal of businesses		—	1
Finance income	4	6	4
Finance costs	4	(120)	(105)
Other financing items	4	9	12
<b>Profit before tax</b>	5	<b>1,560</b>	<b>1,321</b>
Income tax expense	5	(389)	(319)
<b>Profit for the year</b>		<b>1,171</b>	<b>1,002</b>
<b>ATTRIBUTABLE TO</b>			
Equity shareholders of the Company	6	1,161	992
Non-controlling interests		10	10
<b>Profit for the year</b>		<b>1,171</b>	<b>1,002</b>
<b>BASIC EARNINGS PER SHARE (PENCE)</b>	6	<b>71.3p</b>	<b>60.4p</b>
<b>DILUTED EARNINGS PER SHARE (PENCE)</b>	6	<b>71.3p</b>	<b>60.3p</b>

1. Underlying operating profit excludes amortisation of intangibles arising on acquisition, acquisition transaction costs, adjustment to contingent consideration on acquisition and share-based payments expense relating to non-controlling interest call options, but includes share of profit after tax of associates and operating profit of joint ventures. The reconciliation between statutory and underlying results is provided in note 32.

CONSOLIDATED  
FINANCIAL STATEMENTS

# CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the year ended 30 September 2017

	NOTES	2017 £m	2016 £m
<b>Profit for the year</b>		<b>1,171</b>	<b>1,002</b>
<b>Other comprehensive income</b>			
<b>Items that are not reclassified subsequently to the income statement</b>			
Remeasurement of post employment benefit obligations – gain/(loss)	20	125	(500)
Return on plan assets, excluding interest income – (loss)/gain	20	(96)	480
Tax on items relating to the components of other comprehensive income	5	(8)	6
		<b>21</b>	<b>(14)</b>
<b>Items that may be reclassified subsequently to profit or loss</b>			
Currency translation differences		(47)	158
		<b>(47)</b>	<b>158</b>
<b>Total other comprehensive (loss)/income for the year</b>		<b>(26)</b>	<b>144</b>
<b>Total comprehensive income for the year</b>		<b>1,145</b>	<b>1,146</b>
<b>ATTRIBUTABLE TO</b>			
Equity shareholders of the Company		1,135	1,136
Non-controlling interests		10	10
<b>Total comprehensive income for the year</b>		<b>1,145</b>	<b>1,146</b>

# CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the year ended 30 September 2017

	ATTRIBUTABLE TO EQUITY SHAREHOLDERS OF THE COMPANY							TOTAL £M
	SHARE CAPITAL £M	SHARE PREMIUM ACCOUNT £M	CAPITAL REDEMPTION RESERVE £M	OWN SHARES £M	OTHER RESERVES £M	RETAINED EARNINGS £M	NON-CONTROLLING INTERESTS £M	
At 1 October 2016	176	182	295	–	4,359	(2,507)	15	2,520
Profit for the year	–	–	–	–	–	1,161	10	1,171
<b>Other comprehensive income</b>								
Currency translation differences	–	–	–	–	(47)	–	–	(47)
Remeasurement of post employment benefit obligations – gain	–	–	–	–	–	125	–	125
Return on plan assets, excluding interest income – loss	–	–	–	–	–	(96)	–	(96)
Tax on items relating to the components of other comprehensive income (note 5)	–	–	–	–	(1)	(7)	–	(8)
Total other comprehensive (loss)/income	–	–	–	–	(48)	22	–	(26)
Total comprehensive (loss)/income for the year	–	–	–	–	(48)	1,183	10	1,145
Fair value of share-based payments (note 22)	–	–	–	–	21	–	–	21
Use of treasury shares to satisfy employee share options	–	–	–	–	(3)	–	–	(3)
Tax on items taken directly to equity (note 5)	–	–	–	–	–	3	–	3
Share buyback <sup>1</sup>	–	–	–	–	–	(19)	–	(19)
Other changes	–	–	–	–	(9)	(1)	10	–
	176	182	295	–	4,320	(1,341)	35	3,667
Dividends paid to Compass shareholders (note 7)	–	–	–	–	–	(1,534)	–	(1,534)
Dividends paid to non-controlling interests	–	–	–	–	–	–	(13)	(13)
At 30 September 2017	176	182	295	–	4,320	(2,875)	22	2,120

1. Including stamp duty and brokers' commission.

	SHARE-BASED PAYMENT RESERVE £M	MERGER RESERVE £M	REVALUATION RESERVE £M	TRANSLATION RESERVE £M	ADJUSTMENT FOR NON-CONTROLLING INTEREST PUT OPTIONS RESERVE £M	TOTAL OTHER RESERVES £M
<b>OTHER RESERVES</b>						
At 1 October 2016	193	4,170	7	(5)	(6)	4,359
<b>Other comprehensive income</b>						
Currency translation differences	–	–	–	(47)	–	(47)
Tax on items relating to the components of other comprehensive income (note 5)	–	–	–	(1)	–	(1)
Total other comprehensive loss	–	–	–	(48)	–	(48)
Fair value of share-based payments (note 22)	21	–	–	–	–	21
Use of treasury shares to satisfy employee share options	(3)	–	–	–	–	(3)
Other changes	–	–	–	–	(9)	(9)
At 30 September 2017	211	4,170	7	(53)	(15)	4,320

Own shares held by the Group represent 15,575 new 11½ pence ordinary shares in Compass Group PLC after the Share Capital Consolidation, see note 21 (2016: 16,198 10 pence ordinary shares) and are held by the Compass Group Long Term Incentive Plan Trust (LTIPT). These shares are listed on a recognised stock exchange and their market value at 30 September 2017 was £0.2 million (2016: £0.2 million). The nominal value held at 30 September 2017 was £1,721 (2016: £1,721).

LTIPT is a discretionary trust for the benefit of employees and the shares held are used to satisfy some of the Group's liabilities to employees for long term incentive plans. All of the shares held by the LTIPT are required to be made available in this way.

The merger reserve arose in 2000 following the demerger from Granada Compass plc.



## CONSOLIDATED STATEMENT OF CHANGES IN EQUITY CONTINUED

For the year ended 30 September 2017

	ATTRIBUTABLE TO EQUITY SHAREHOLDERS OF THE COMPANY							TOTAL £M
	SHARE CAPITAL £M	SHARE PREMIUM ACCOUNT £M	CAPITAL REDEMPTION RESERVE £M	OWN SHARES £M	OTHER RESERVES £M	RETAINED EARNINGS £M	NON-CONTROLLING INTERESTS £M	
At 1 October 2015	176	182	295	(1)	4,189	(2,904)	13	1,950
Profit for the year	–	–	–	–	–	992	10	1,002
<b>Other comprehensive income</b>								
Currency translation differences	–	–	–	–	158	–	–	158
Remeasurement of post employment benefit obligations – loss	–	–	–	–	–	(500)	–	(500)
Return on plan assets, excluding interest income – gain	–	–	–	–	–	480	–	480
Tax on items relating to the components of other comprehensive income (note 5)	–	–	–	–	(2)	8	–	6
Total other comprehensive income/(loss)	–	–	–	–	156	(12)	–	144
Total comprehensive income for the year	–	–	–	–	156	980	10	1,146
Fair value of share-based payments	–	–	–	1	16	1	–	18
Release of LTIP award settled by issue of new shares	–	–	–	–	(2)	–	–	(2)
Tax on items taken directly to equity (note 5)	–	–	–	–	–	9	–	9
Share buyback <sup>1</sup>	–	–	–	–	–	(100)	–	(100)
Issue of treasury shares to satisfy employee share scheme awards exercised	–	–	–	–	–	3	–	3
Other changes	–	–	–	–	–	–	1	1
	176	182	295	–	4,359	(2,011)	24	3,025
Dividends paid to Compass shareholders (note 7)	–	–	–	–	–	(496)	–	(496)
Dividends paid to non-controlling interests	–	–	–	–	–	–	(9)	(9)
At 30 September 2016	176	182	295	–	4,359	(2,507)	15	2,520

1. Including stamp duty and brokers' commission.

	SHARE-BASED PAYMENT RESERVE £M	MERGER RESERVE £M	REVALUATION RESERVE £M	TRANSLATION RESERVE £M	ADJUSTMENT FOR NON-CONTROLLING INTEREST PUT OPTIONS RESERVE £M	TOTAL OTHER RESERVES £M
<b>OTHER RESERVES</b>						
At 1 October 2015	179	4,170	7	(161)	(6)	4,189
<b>Other comprehensive income</b>						
Currency translation differences	–	–	–	158	–	158
Tax on items relating to the components of other comprehensive income (note 5)	–	–	–	(2)	–	(2)
Total other comprehensive income	–	–	–	156	–	156
Fair value of share-based payments (note 22)	16	–	–	–	–	16
Release of LTIP award settled by issue of new shares	(2)	–	–	–	–	(2)
At 30 September 2016	193	4,170	7	(5)	(6)	4,359

# CONSOLIDATED BALANCE SHEET

For the year ended 30 September 2017

	NOTES	2017 £M	2016 £M
<b>NON-CURRENT ASSETS</b>			
Goodwill	8	3,994	4,050
Other intangible assets	9	1,537	1,469
Property, plant and equipment	10	1,000	953
Interests in joint ventures and associates	11	220	222
Other investments	12	63	50
Post employment benefit assets <sup>1</sup>	20	259	244
Trade and other receivables	13	104	97
Deferred tax assets*	5	132	149
Derivative financial instruments**	17	139	184
Non-current assets		7,448	7,418
<b>CURRENT ASSETS</b>			
Inventories	14	353	347
Trade and other receivables	13	2,701	2,596
Tax recoverable*		86	77
Cash and cash equivalents**	15	387	346
Derivative financial instruments**	17	4	2
Current assets		3,531	3,368
<b>Total assets</b>		<b>10,979</b>	<b>10,786</b>
<b>CURRENT LIABILITIES</b>			
Short term borrowings**	16	(20)	(321)
Derivative financial instruments**	17	(6)	(9)
Provisions	19	(132)	(143)
Current tax liabilities*		(227)	(195)
Trade and other payables	18	(3,892)	(3,851)
Current liabilities		(4,277)	(4,519)
<b>NON-CURRENT LIABILITIES</b>			
Long term borrowings**	16	(3,939)	(3,075)
Derivative financial instruments**	17	(11)	(1)
Post employment benefit obligations	20	(231)	(265)
Provisions	19	(266)	(280)
Deferred tax liabilities*	5	(48)	(40)
Trade and other payables	18	(87)	(86)
Non-current liabilities		(4,582)	(3,747)
<b>Total liabilities</b>		<b>(8,859)</b>	<b>(8,266)</b>
<b>Net assets</b>		<b>2,120</b>	<b>2,520</b>
<b>EQUITY</b>			
Share capital	21	176	176
Share premium account		182	182
Capital redemption reserve		295	295
Other reserves		4,320	4,359
Retained earnings		(2,875)	(2,507)
<b>Total equity shareholders' funds</b>		<b>2,098</b>	<b>2,505</b>
<b>Non-controlling interests</b>		<b>22</b>	<b>15</b>
<b>Total equity</b>		<b>2,120</b>	<b>2,520</b>

\* Component of current and deferred taxes. \*\* Component of net debt.

1. Represented to reclassify £244 million of post employment benefit pension schemes in a net surplus position included within post employment benefit obligations for the year ended 30 September 2016. As a result non-current assets and non-current liabilities have increased by the same amount.

Approved by the Board of Directors on 21 November 2017 and signed on their behalf by

Richard Cousins, Director  
Johnny Thomson, Director

# CONSOLIDATED CASH FLOW STATEMENT

For the year ended 30 September 2017

	NOTES	2017 £M	2016 £M
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>			
Cash generated from operations	20	2,068	1,768
Interest paid		(103)	(98)
Tax received		25	17
Tax paid	5	(357)	(263)
<b>Net cash from operating activities</b>		<b>1,633</b>	<b>1,424</b>
<b>CASH FLOW FROM INVESTING ACTIVITIES</b>			
Purchase of subsidiary companies and investments in associated undertakings <sup>1</sup>	23	(96)	(180)
Purchase of additional interest in joint operations	11	(5)	–
Proceeds from sale of subsidiary companies and associated undertakings <sup>1</sup>		19	2
Purchase of intangible assets	9	(339)	(267)
Purchase of property, plant and equipment <sup>2</sup>		(376)	(311)
Proceeds from sale of property, plant and equipment/intangible assets		32	29
Purchase of other investments	12	(8)	(6)
Proceeds from sale of other investments		–	2
Dividends received from joint ventures and associates		39	33
Interest received		6	4
<b>Net cash used in investing activities</b>		<b>(728)</b>	<b>(694)</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>			
Purchase of own shares <sup>3</sup>	21	(19)	(100)
Receipts from issue of treasury shares to satisfy employee share scheme awards exercised		–	3
Increase in borrowings	25	1,290	194
Repayment of borrowings	25	(571)	(309)
Repayment of obligations under finance leases	25	(6)	(3)
Equity dividends paid	7	(1,534)	(496)
Dividends paid to non-controlling interests		(13)	(9)
<b>Net cash used in financing activities</b>		<b>(853)</b>	<b>(720)</b>
<b>CASH AND CASH EQUIVALENTS</b>			
Net increase in cash and cash equivalents	25	52	10
Cash and cash equivalents at beginning of the year	25	346	283
Currency translation (losses)/gains on cash and cash equivalents	25	(11)	53
<b>Cash and cash equivalents at end of the year</b>	15, 25	<b>387</b>	<b>346</b>

1. Net of cash acquired or disposed and payments received or made under warranties and indemnities.

2. Includes property, plant and equipment purchased under client commitments.

3. Includes stamp duty and brokers' commission.

## RECONCILIATION OF FREE CASH FLOW

For the year ended 30 September 2017

	2017 £M	2016 £M
<b>Net cash from operating activities</b>	<b>1,633</b>	<b>1,424</b>
Purchase of intangible assets	(339)	(267)
Purchase of property, plant and equipment	(376)	(311)
Proceeds from sale of property, plant and equipment/intangible assets	32	29
Purchase of other investments	(8)	(6)
Proceeds from sale of other investments	–	2
Dividends received from joint ventures and associates	39	33
Interest received	6	4
Dividends paid to non-controlling interests	(13)	(9)
<b>Free cash flow</b>	<b>974</b>	<b>899</b>
Add back: Europe & Japan cash restructuring costs in the year	–	9
<b>Underlying free cash flow</b>	<b>974</b>	<b>908</b>





## PROPOSED MENUS

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

### Our Food Story

Levy creates a truly unique food and hospitality experience that includes concepts, menus, and service styles with every partner. It's what we call our Food Story. It is collaboratively crafted to be the most strategic, meaningful story to engage guests and inspire our operational leaders and team members to bring something special to our guests each and every day.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

To create our Food Story, we start by reviewing market research generated by our E15 team, and then our culinary team works with our purchasing and finance teams to create a menu strategy and plan that contemplates the right product, placement, pricing and points of distribution. Our E15 team then works with this information to help our operators curate experiences that are innovative and meaningful, resulting in an exceptional hospitality experience.

In this section, we have provided the sample menus that have been developed as part of our Food Story. Our proposed, customized Food Story for Santa Clara Convention Center, called Valley + Vine, is in Section 15.7.14 Marketing Plan.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## Menu Development

Our approach to culinary creation blends what's best for the business and what's most desired by the guests. Our effort is collaborative and we look forward to working closely with you to infuse the spirit of Santa Clara into our food and beverage program. We believe menu development is an ongoing process, and we look forward to working closely with you every step of the way. We will do multiple tastings and monitor our performance on a regular basis to allow us to continually refine our offering and exceed expectations.

## The Foundation: Data & Research

We started by engaging our E15 Guest Insights team, comprised of dedicated analysts who, through years of practical experience, help drive opportunities to better serve our guests today, tomorrow, and in the future. We did a deep dive into the market to understand popular cuisine in Santa Clara. This data allows us to develop fact-based concepts and ideas for programming for the Santa Clara Convention Center.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## KEY CONVENTION CENTER DEMOGRAPHICS

We identified audiences that align with the types of events hosted at Santa Clara Convention Center. This allows us to gain a deeper understanding of these segments and to help inform the food programming that would resonate best with these guests.

	Bay Area Overall	Bay Area Tech Employees	Health/Fitness Expo Attendees
Median Age	47	37	43
Median HH Income	\$94,016	\$184,000	\$97,813
Married	51%	56%	39%
Children in HH...	33%	30%	30%
Under 2	6%	8%	6%
2-5 years	11%	12%	6%
6-11 years	15%	13%	14%
12-17 years	13%	7%	18%
College Grad	21%	42%	22%
Men	49%	83%	29%
Women	51%	17%	71%

Compared to the rest of Bay Area, Tech Employees in the market are:

- Younger
- More affluent
- Slightly more likely to be married
- Much more likely to be college graduates
- Much more likely to be male

Compared to Tech Employees, Health/Fitness Expo Attendees in the market are:

- Older
- Less affluent
- Less likely to be married
- Much less likely to be college graduates
- Much more likely to be female

E<sup>2</sup> GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: NIELSEN SCARBOROUGH, 2019

3

## KEY CONVENTION CENTER AUDIENCES

INCOME	MIDLIFE SUCCESS	ACCUMULATED WEALTH	AFFLUENT EMPTY NESTERS
	<ul style="list-style-type: none"> <li>• Childless singles and couples in their thirties and forties</li> <li>• College-educated with six-figure incomes at executive and professional jobs</li> <li>• Big fans of the latest technology, financial products, aerobic exercise, and travel</li> </ul> <p>Bay Area Overall (27%) Tech Occupations (47%) Health/Fitness Expo Attendees (32%)</p>	<ul style="list-style-type: none"> <li>• Wealthy, college-educated, and white-collar families</li> <li>• Upscale professionals with disposable cash</li> <li>• Their children have electronic toys, computer games, and top-of-the-line sporting equipment</li> <li>• Frequent vacations to theme parks and Europe</li> </ul> <p>Tech Occupations (13%)</p>	<ul style="list-style-type: none"> <li>• Empty nesters over 45 years old, college educated</li> <li>• Hold executive and professional positions</li> <li>• Suburban neighborhoods with large, older homes</li> <li>• Active lifestyles rich in travel, cultural events, exercise equipment, and business media</li> <li>• Community activists and vote regularly in elections</li> </ul> <p>Bay Area Overall (22%) Health/Fitness Expo Attendees (14%)</p>
			CONSERVATIVE CLASSICS
			<ul style="list-style-type: none"> <li>• Upper-middle class, 55+ years old</li> <li>• Childless singles &amp; couples in older suburban homes</li> <li>• Enjoy gardening, reading books, watching public television, and entertaining neighbors over BBQ</li> <li>• Go to local museums, the theater, or casual-dining</li> </ul> <p>Bay Area Overall (17%) Tech Occupations (19%) Health/Fitness Expo Attendees (20%)</p>
AGE			

### TOP 3 SEGMENTS

Analyzing key convention center demographics, including age, affluence, and the presence of children in the home, helps us to better understand the different audiences that attend the various events hosted at the convention center.

These audiences will help inform food & beverage programming needs per event type.

E<sup>2</sup> GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: PRIZM PREMIER, 2019

4

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## KEY CONVENTION CENTER AUDIENCE ATTITUDES

	SPENDING	TECHNOLOGY	BRANDS	STATUS	FOOD & DRINK	SEEK TO SATISFY THIS SEGMENT WITH:
<b>ACCUMULATED WEALTH</b> Tech Occupations (13%)	"I would rather book a trip over the internet than meet travel agent." "I like to take risks when investing for chance of high return."	"Text messaging is an important part of my daily life." "The internet is a main source of entertainment for me."	"I typically read online reviews before purchasing online." "I use social networks to receive exclusive offers / coupons / discounts."	"I consider my work to be a career, not just a job."	"Fast food is junk food." "I typically celebrate special occasions at restaurants."	• Sit-down restaurant quality food • Online ordering or mobile payment availability
<b>MIDLIFE SUCCESS</b> Bay Area Overall (27%) Tech Occupations (47%) Health/Fitness Expo Attendees (32%)	"I like to compare sites' prices before purchasing online." "I will pay extra for a product that suits my image."	"The internet is a main source of entertainment for me." "The internet keeps me up-to-date with the latest styles and trends."	"I like to share my opinions on products/services by posting reviews online." "I am loyal to only a few fashion brands and stick with them."	"I like to keep my personal internet pages updated with info about my life." "I consider my work to be a career, not just a job."	"I regularly eat organic foods." "I'm willing to spend more for a quality bottle of wine." "Often, I eat my meals on the run."	• Convenient healthy offerings • Quality indicators or descriptors such as organic, grass-fed, or local
<b>CONSERVATIVE CLASSICS</b> Bay Area Overall (17%) Tech Occupations (19%) Health/Fitness Expo Attendees (20%)	"The offer of free shipping attracts me to a shopping site." "Buying American products is important to me."	"For me, advertising on mobile phones is repeated too often." "I would use some features on my cell phone but do not know how to."	"I will pay more for a brand I trust." "I am loyal to only a few fashion brands and stick with them."	"Magazines keep me up-to-date with the latest styles and trends." "I feel I am more environmentally conscious than most."	"I like to see healthier options at fast food restaurants." "When I find a restaurant I like, I stick with it."	• Healthy offerings, but not necessarily premium • Mainstream offerings (vs. unique foods)
<b>AFFLUENT EMPTY NESTERS</b> Bay Area Overall (22%) Health/Fitness Expo Attendees (14%)	"I regularly read financial news or financial publications."	"I will keep my landline telephone even if cell service improves."	"When I find a brand I like, I stick to it." "I will pay more for a brand I trust."	"Newspapers keep me informed/up to date." "I enjoy showing off my home to guests."	"I try to eat dinner with my family almost every night." "I try to eat healthy and pay attention to my nutrition." "In general, I feel I eat right."	• Comfort food and full-meal options • Traditional offerings that mimic "home-cooked" meals

E\*GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: PRIZM PREMIER, 2019

5

## BAY AREA CUISINE LANDSCAPE

To ensure we're satisfying guests, we should offer a mix of popular and local favorites such as the following:

### Popular Cuisines:

- American
- Coffee/Bakery
- Mexican
- Sandwiches
- Pizza

### Unique, local offerings:

- Chinese
- Japanese
- Mediterranean
- Thai
- Indian

Menu Type	Penetration in Market	Index to US
AMERICAN	21%	85
COFFEE / BAKERY	11%	140
MEXICAN	9%	110
SANDWICH / DELI	7%	79
DESSERT / SNACK	7%	110
PIZZA	6%	111
CHINESE	6%	136
BURGER	5%	64
OTHER ASIAN	5%	272
JAPANESE	5%	189
ITALIAN	3%	96
MEDITERRANEAN	2%	145
THAI	2%	159
INDIAN	2%	215
SEAFOOD	2%	73
SOUTHERN	1%	51
BBQ	1%	73
KOREAN	1%	258
SOUTH AMERICAN	0.9%	108
OTHER EUROPEAN	0.9%	122
FRENCH	0.9%	202
STEAKHOUSE	0.6%	59
MIXED ETHNICITY	0.4%	78
AFRICAN	0.4%	115
CARIBBEAN	0.2%	11

Index of 100 = equivalent to National Average

CHAINS  
32%  
Bay Area  
43%  
US AVG

INDEPENDENTS  
68%  
Bay Area  
57%  
US AVG

ETHNIC  
38%  
Bay Area  
27%  
US AVG

E\*GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: DATASSEMBLY LOCAL, 2019

6

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## TOP MENU WORDS AND ITEMS

Below are words and items commonly featured on Bay Area menus. Incorporate some of these items to give food & beverage at the Santa Clara Convention Center a local flair.

All Words	Sauces/Flavors	Spices	Proteins	Bread
Potsticker	Mint	Mint	Dungeness crab	Pane
Green onion	Soy	Salt	Shiroyaki	French roll
Dungeness crab	Curry	Ginger	Linguiça	Sourdough
Garlic fries	Saba	Cilantro	Chicken apple sausage	Roti
Shiroyaki	Mocha	Five spice	Petrale	Buckwheat
Francisco	Sake	Lemon grass	Tofu	Garlic naan
Bay Area	Soy sauce	Fennel	Kappa	Seed
Raw	Oolong	Mint leaves	New york steak	Naan
Linguiça	Tamari	Cumin	Fried tofu	Poori
Bell pepper	Spicy sauce	Chili flakes	Lamb	Papadam
Cheese	Veggies	Fruit	Noodles	Ingredients/Flavors
Panir	Green onion	Mango	Chow fun	Salt
Burrata	Bell pepper	Avocado	Rice noodle	Mango
Monterey	Taro	Meyer lemon	Vermicelli	Ginger
Grana padano	Shiitake mushroom	Kaki	Ramen	Cilantro
Ricotta salata	Little gem	Ume	Chow mein	Meyer lemon
Gruyere	Cabbage	Green papaya	Udon	Ume
Fromage	Pumpkin	Tamarind	Egg noodle	Green papaya
Queso fresco	Wakame	Papaya	Chicken chow fun	Tamarind
Cotija	Butter lettuce	Lychee	Flat rice noodle	Five spice
Mascarpone	Garbanzo bean	Fried banana	Conchiglie	Walnut

E\*GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: DATASSENTIAL LOCAL, 2019

7

## TOP MENU WORDS AND ITEMS (cont.)

Below are words and items commonly featured on Bay Area menus. Incorporate some of these items to give food & beverage at the Santa Clara Convention Center a local flair.

Apps	Entrees	Sides	Desserts	Prep Methods
Potsticker	Sizzling rice soup	Garlic fries	Panna cotta	Clay pot
Green salad	Nigiri	Sizzling rice	Gulab	Braised
Fried tofu	Salt and pepper	Brown rice	Mochi	Minced
Sizzling rice soup	Beef soup	Cucumber salad	Sorbet	Pickled
Nigiri	Bbq pork	Yogurt	Gelato	Salted
Beef soup	Curry	Eggplant	Affogato	Fermented
Beef stew	Chicken sausage	Yam	Ice cream	Deep fried
Cucumber salad	Donburi	Rice	Kheer	Scrambled
Samosa	Beef stew	Chinese broccoli	Wafel	Dried
Corn soup	Stew	Sticky rice	Pudding	Steamed
NA Bev	Mixed Drinks	Alcohol Types	Locations	Brands
Sparkling water	Mimosa	Sake	San Francisco	Cisco
Thai iced tea	French 75	Red zinfandel	Asian	Anchor steam
Milk tea	Negroni	Gin	Sonoma	Trumer
Juice	Sazerac	Rose wine	Manila	7up
Hot tea	Moscow mule	Syrah	Napa	Dry creek
Mineral water	Michelada	Champagne	Santa cruz	Miner
Functional juices	Cocchi americano	Pilsner	California	Anderson valley
Green tea	Paloma	Grenache	North coast	Pellegrino
Water	Gimlet	Cremant	Japanese	Calistoga
Jasmine tea	Spritzer	Wine	Hong kong	Scrimshaw

E\*GROUP

CONFIDENTIAL: TRADE SECRET &amp; PROPRIETARY BUSINESS INFORMATION

SOURCE: DATASSENTIAL LOCAL, 2019

8

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Sample Menus

We've crafted the following sample menus as a starting point for our continued collaboration with Santa Clara Convention Center to determine the right culinary blend for the business and the guests. At every step, we will work closely with you to develop the best food and beverage experience possible for all guests.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Transformable Menus



**AM Menu**

<b>BREWED DRINKS</b>		<b>GRAB &amp; GO</b>		<b>SALADS</b>	
Fresh Brewed Coffee 12 oz.	\$3.00	Local Chips 2 oz.	\$4.00	Rotisserie-roasted chicken Caesar	\$9.00
Cold Brew Coffee 12 oz.	\$5.00	Local & King-Sized Candy	\$3.00	Roasted chicken salad	\$9.00
Double Espresso 3 oz.	\$5.00	House Baked Pastries assorted	\$4.00	California vegetable Cobb salad	\$8.00
Americano 12 oz.	\$4.00	Local Berry and Yogurt Parfait 12 oz.	\$6.00	Seasonal fruit and wild berry salad	\$8.00
Latte 12 oz.	\$4.00	Protein Power Boxes 3 oz.	\$4.00		
Cappuccino 8 oz.	\$4.00	Acai Bowls 12 oz.	\$8.00		
Café Au Lait 12 oz.	\$4.00			<b>HOT ENTRÉE</b>	
Artisan Teas 12 oz.	\$4.00	<b>GRAB AND GO SANDWICHES</b>		Daily breakfast flatbread	\$11.00
Hot Chocolate 10 oz.	\$3.00	Turkey, provolone, house giardiniera on Italian roll	\$9.00	Smoked salmon flatbread	\$11.00
<b>COLD DRINKS</b>		Roasted ham, Swiss and fennel slaw on signature pretzel bun	\$9.00	Mediterranean turkey piadina flatbread sandwich	\$11.00
Soft Drink 20 oz.	\$4.00	Chile seared tofu, roasted vegetable, yuzu slaw on tomato wrap	\$9.00	Sliced sirloin, provolone and sweet peppers on onion roll	\$11.00
Bottled Water 24 oz.	\$4.00			Caprese piadina with ripe tomato and sweet basil	\$10.00
Fresh Squeezed Juice 12 oz.	\$4.00				
Cold Pressed Juices 12 oz.	\$5.00				
Clean Cause Yerba Mate 16 oz.	\$6.00				

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



### PM Menu

#### FOOD

<i>Local Artisan Cheese</i>	
<i>Bento Box 12 oz.</i>	<i>\$12.00</i>
<i>Hummus with Pita Bread 8 oz.</i>	<i>\$8.00</i>
<i>Mini Charcuterie</i>	
<i>Bento Box 6 oz.</i>	<i>\$9.00</i>
<i>Flatbread of the Day 6 oz.</i>	<i>\$11.00</i>
<i>Fruit Cup 6 oz.</i>	<i>\$6.00</i>
<i>Local Chips 2 oz.</i>	<i>\$4.00</i>
<i>Local and King-Sized Candy</i>	<i>\$3.00</i>

#### NONALCOHOLIC BEVERAGES

<i>Clean Cause Yerba Mate 16 oz.</i>	<i>\$6.00</i>
<i>Cold Brew Coffee 12 oz.</i>	<i>\$5.00</i>
<i>Signature Coffee 12 oz.</i>	<i>\$3.00</i>
<i>Soft Drinks 20 oz.</i>	<i>\$4.00</i>
<i>Bottled Water 24 oz.</i>	<i>\$4.00</i>

#### ALCOHOLIC BEVERAGES

<i>Tap Dance Chardonnay 5 oz.</i>	<i>\$10.00</i>
<i>Local Craft Beer 12 oz.</i>	<i>\$8.00</i>
<i>Domestic Beer 12 oz.</i>	<i>\$6.00</i>
<i>House Wine - Red/White 12 oz.</i>	<i>\$8.00</i>
<i>Reserve Wines</i>	<i>mkt</i>

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Specialty Portable Menus

### TWISTED "Q'S"

16 Hour Smoked Brisket Sandwich.....	6oz.....	\$12.00
Smoked Pork with Signature Whiskey Barbecue Sauce.....	6oz.....	\$12.00
Smoked Corn Elote with Parmesan Butter.....	1ea.....	\$6.00
Loaded Tater Tots with Smoked Chicken, Honey-Ginger Slaw, Sour Cream, Queso Fresco.....	10oz.....	\$10.00



### ROMAN-STYLE PIZZETTES

#### INDIVIDUAL 10"

*Shaved Parmesan, tomato, creamy peppercorn parmesan dressing.*

San Marzano Tomatoes, Mozzarella, Basil .....	\$12.00
Mission Fig, Caramelized Onions, Blue Cheese and Mozzarella.....	\$12.00
Spicy Pepperoni, San Marzano Tomatoes, Mozzarella.....	\$12.00
Crispy Romaine Salad.....	10oz.....\$9.00



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## PACIFIC WINGS

*Chicken wing buckets to include sea salted tater tots and cheddar chive biscuit.*

Signature Buffalo with Blue Cheese.....	12oz.....	\$10.00
Teriyaki with Buttermilk Ranch.....	12oz.....	\$10.00
Lemon Pepper with Lime Crema.....	12oz.....	\$10.00



## TOASTED CHEESE SANDWICHES

*Served with Signature Tomato Bisque.*

Silicon Valley Grilled Cheese		
<i>Gruyere, Red Dragon Cheddar, leek fondue, old fashioned loaf bread.....</i>	<i>5oz.....</i>	<i>\$12.00</i>
Roast Turkey and Cheese		
<i>Herb Roasted Turkey Breast, Avocado, Tomato, Gruyere, Aged Cheddar.....</i>	<i>5oz.....</i>	<i>\$12.00</i>



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## BUTCHER BLOCK

### Hand-Carved Prime Rib Sandwich

*Caramelized Onion, Horseradish Cream, Natural Jus.....* 6oz.....\$12.00

### Chili-Spiced Turkey Breast

*Avocado crema, hard-boiled egg, six-grain bread.....* 6oz.....\$12.00



## WEST COAST SAUSAGE

### CALIFORNIA "Dawgs"

*Grilled hot dog served on crispy Vienna loaf with  
pulled pork chili, roasted peppers, Gruyere cheese.....* 4oz.....\$8.00

### All American Dog

*Served on a poppy seed bun with signature mustard relish.....* 4oz.....\$7.00

### Chopped Field Greens, Bleu Cheese, Vine-ripened Tomato, Black Olive, Roast

*Pepper, Hard-boiled Egg, Fresh Chives.....* 10oz.....\$12.00

*Parmesan Garlic Tater Tots.....* 7oz.....\$6.00

*Truffle Asiago Tater Tots .....* 7oz.....\$6.00





## TEX MEX

Yucatan Pulled Pork Tacos with Pickled Spring Onions.....	6oz.....	\$7.00
Carne Asada Tacos with Sweet Garlic Tomatillo Sauce.....	6oz.....	\$8.00
Smoked Asiago Cheese Nachos with Pico de Gallo and Chive Sour Cream.....	6oz.....	\$7.00



## BREAKFAST ENHANCEMENTS

6:30 A.M. - 10:30 A.M.

Sausage, Egg, and Cheese Biscuit.....	4oz.....	\$5.50
Egg White, Spinach, and Cheese Bagel.....	4oz.....	\$5.50



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## MARKET FRESH EXPRESS

### Selection of Small Bites – Grab & Go

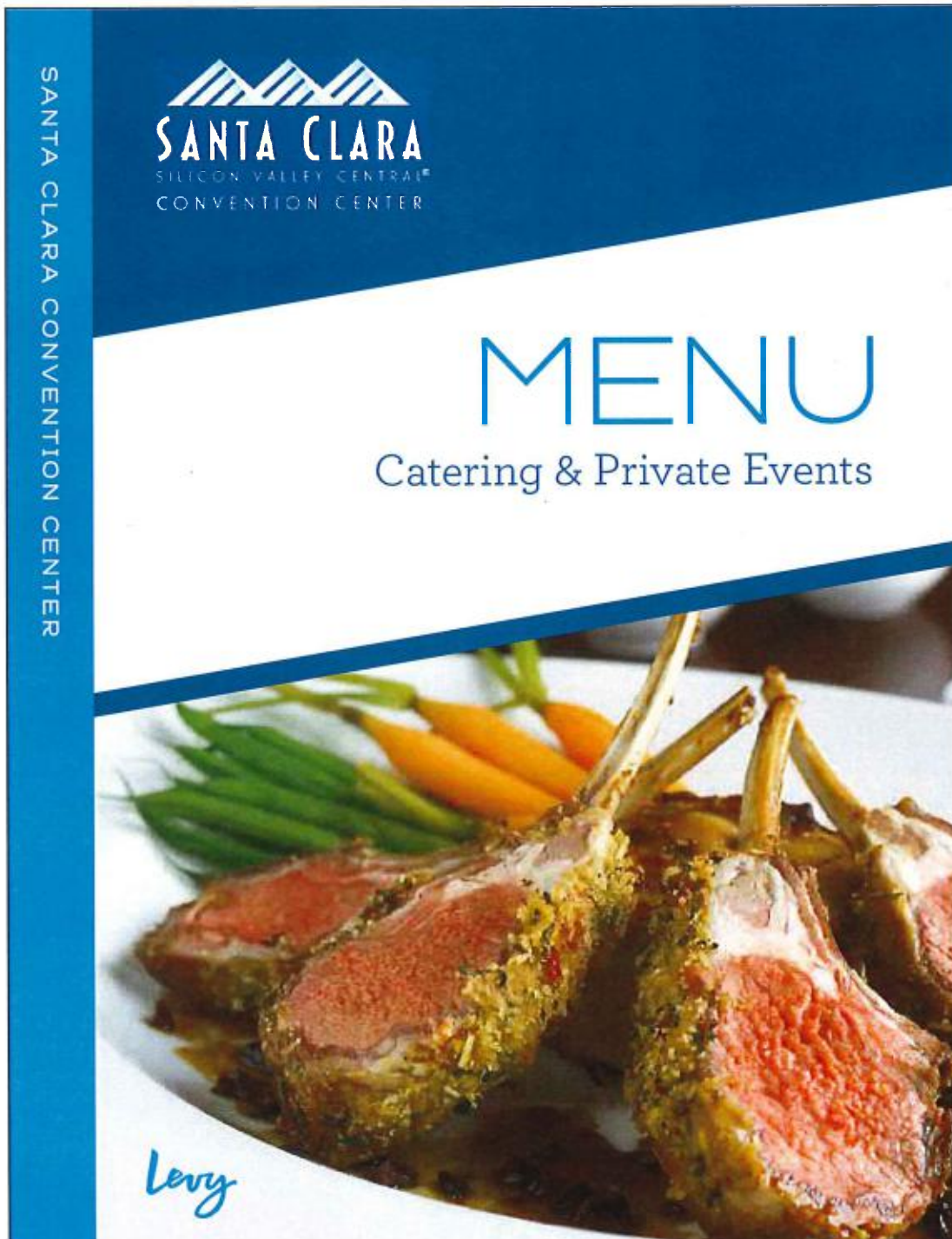
<i>Hummus with cucumber and pita</i> .....	6oz.....	\$7.00
<i>Whipped goat cheese, pickled red onions, olives, pita chips</i> .....	5oz.....	\$7.00
<i>Quinoa salad with dried fruit and feta</i> .....	5oz.....	\$8.00
<i>Dolmas with spicy tomato dipping sauce</i> .....	6oz.....	\$7.00
<i>Edamame hummus, vegetable sticks</i> .....	10oz.....	\$10.00
<i>Artisan Meats and Cheese Box Soft Baguette, Flavored Butter</i>		
<i>Mixed Olives with Rosemary and Orange</i> .....	6oz.....	\$12.00
Jumbo Chocolate Chip Cookies.....	3oz.....	\$2.50
Blueberry Muffin.....	4oz.....	\$2.50
Assorted Gourmet Chips.....	1.5oz.....	\$3.00
King-size Candy Bars.....	3oz.....	\$2.50
Seasonal Fruit Cup.....	5oz.....	\$6.00
Yogurt Parfait.....	12oz.....	\$6.00
Coffee/Decaf Bar.....	12oz.....	\$3.00
Assorted Sodas.....	20oz.....	\$4.00
Waters.....	24oz.....	\$4.00
Juices.....	12oz.....	\$4.00
Energy Drinks & Clean Cause Yerba Mate.....	16oz.....	\$6.00
Local Beer.....	12oz.....	\$7.00



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Catering Menu

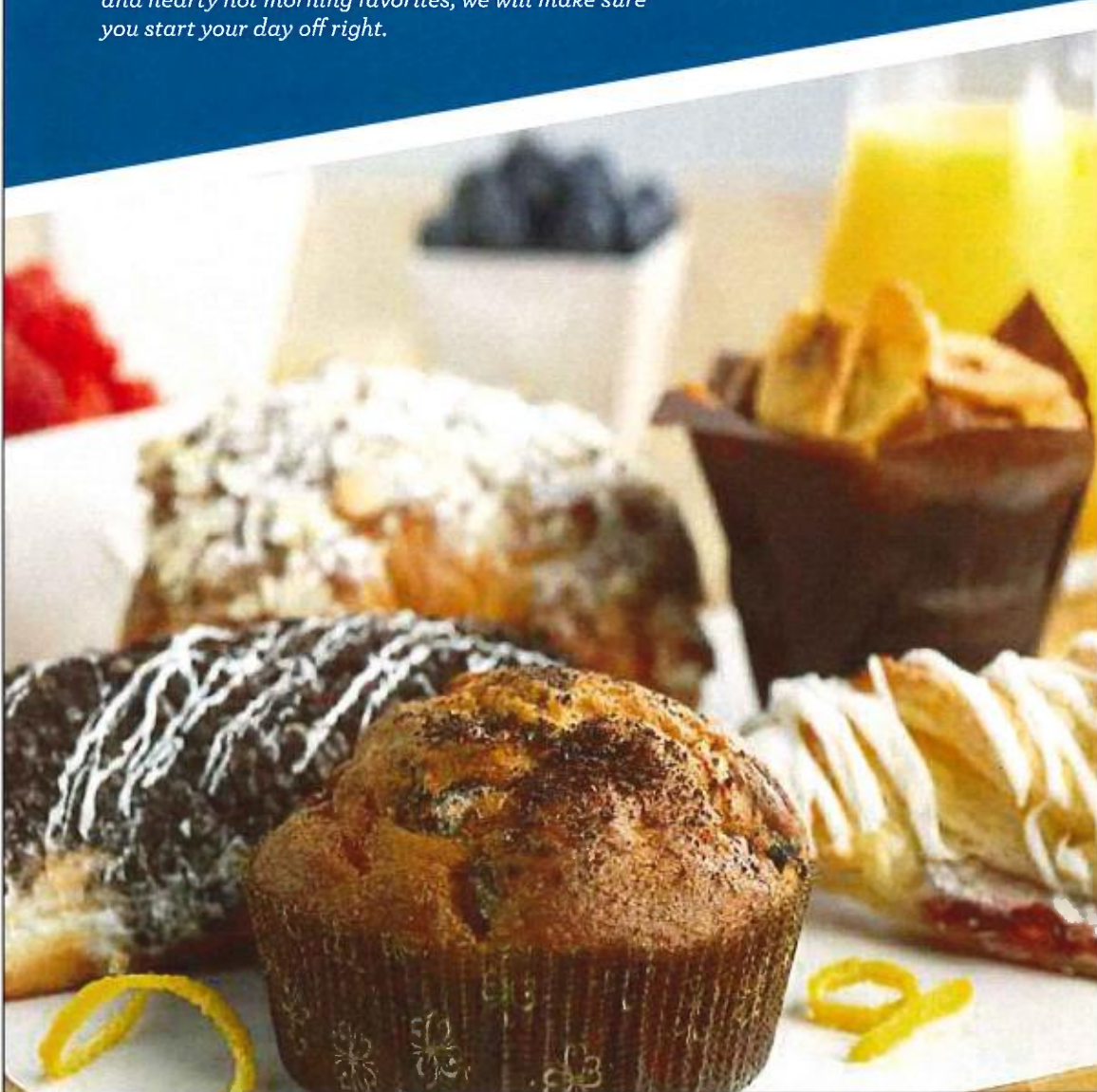


This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## "SANTA CLARA" BREAKFAST EXPERIENCE

*Breakfast is the most important meal of the day, and we take that very seriously. From our signature freshly baked cinnamon bun cloaked in subtly sweet cream cheese and a bounty of ripe, refreshing fruit to wholesome and hearty hot morning favorites, we will make sure you start your day off right.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## PACIFIC CONTINENTAL

Assorted breakfast breads and pastries to include warm cinnamon rolls, poppy-pound cake, wild-berry donuts and signature scones. Sweet butter and fresh fruit preserves  
Coffee and an assortment of hot teas

24.95 PER PERSON

## TRADITIONAL CONTINENTAL

Orange juice and apple juice. A selection of seasonal fruits and berries.  
Breakfast breads and signature scones. Sweet butter and fresh fruit preserves.  
Coffee and an assortment of hot teas

26.95 PER PERSON

### *Customize by Adding the Following Enhancements*

#### BREAKFAST SANDWICHES

Bacon with cheddar cheese and scrambled eggs on a buttery croissant

Hickory-smoked ham, Swiss cheese and egg on a mini pretzel roll

Country sausage with cheddar cheese and farm fresh eggs on a warm biscuit

Our breakfast burrito filled with farm fresh scrambled eggs, pico de gallo and Chihuahua cheese

7.95 EACH

#### EGG SELECTIONS

"Bay-style" eggs benedict with poached eggs, Dungeness crab gravy on goat cheese biscuits

Morning egg scrambles with cheddar cheese and chives

Mountain casserole with turkey, ham, bacon, Jack cheese and roasted peppers

6.95 PP

#### INDIVIDUAL DRY CEREALS

Accompanied by cold milk, bananas and fresh seasonal berries

4.95 EACH

#### PASTRAMI CURED SALMON DISPLAY

Served with cream cheese, capers, tomatoes, hard-boiled eggs, red onion and sliced housemade pumpernickel

7.95 PP

#### BREAKFAST MEATS

*choose two*

Bacon, Country sausage links, Chicken apple sausage, Turkey sausage links, Country ham

3.95 PP

#### INDIVIDUAL FRUIT FLAVORED LOW-FAT YOGURTS

4.95 EACH

#### STEEL-CUT OATMEAL BAR

A hearty and healthy start to the day. Rolled oats, served hot with a selection of fresh and dried fruits, slivered almonds, brown sugar and milk

7.95 PP

## A LA CARTE

Breakfast breads (signature pound cake, apple bread, honey cheddar biscuits) served with butters and jams **34.95 dz**

Breakfast pastries (assorted Danish, cinnamon buns, croissants) served with butters and jams **38.95 dz**

Assorted muffins (chocolate chip, blueberry, banana nut) served with butters and jams **37.95 dz**

Glazed doughnuts **28.95 dz**

Granola bars or power bars **36.95 dz**

Assorted bagels with flavored cream cheese and butters **39.95 dz**

## BREAKFAST COMBINATIONS

*Have a number of meals to plan? Choose from our chef-designed packages to make your selections easy!*

### VALLEY BASIC

Orange juice, apple juice

Scrambled eggs

Market-fresh seasonal fruits and berries

Choice of breakfast meat

Buttermilk biscuits

Sweet butter and fruit preserves

Coffee and an assortment of hot teas

**29.95 PP**

### BAY AREA BRUNCH

Orange juice, apple juice

Fruit salad with strawberry yogurt sauce

Scrambled eggs with cheese and hot sauce

Choice of two breakfast meats

Buttermilk biscuits and wild mushroom gravy

Hash brown potato casserole

Fresh-baked breakfast breads

Sweet butter and fruit preserves

Coffee and an assortment of hot teas

**30.95 PP**

### SANTA CLARA SOCIAL

Orange juice, apple juice

Market-fresh seasonal fruits and berries

Bagel sandwiches - ham, egg and cheese/sausage, egg and cheese/egg and cheddar with seasoned tomatoes

Old-fashioned glazed cinnamon rolls

Fresh-baked Big-Blue berry muffins

Sweet butter and fruit preserves

Coffee and an assortment of hot teas

**32.95 PP**



## MEETING ROOM BREAKFAST ACTION STATIONS

*The following tables may be added to any of our breakfast menus for service in our meeting rooms. Served for a minimum of 30 people.*

### OMELET STATION

Farm-fresh cage-free eggs made-to-order with an array of fresh vegetables including red and green bell peppers, onions, mushrooms

and spinach. Meat and cheese selections include bacon, ham, Jack and cheddar cheeses served with pico de gallo and spicy red salsa.

Egg whites and egg substitute are also available

9.95 PP INCLUDES ATTENDANT FEE

### HOT IRON BELGIAN WAFFLES WITH LOCAL BERRIES

Freshly prepared hot waffles served with a selection of seasonal berries, whipped cream, warm bourbon maple syrup, whipped sweet butter,

shaved chocolate, candied pecans and powdered sugar.

9.95 PP INCLUDES ATTENDANT FEE

### STACKS OF GRIDDLED HOT CAKES

Hot griddled buttermilk pancakes served with fresh sliced seasonal berries, whipped cream, warm bourbon maple syrup, whipped sweet butter,

shaved chocolate, candied pecans and powdered sugar.

8.95 PP INCLUDES ATTENDANT FEE

### BERRIES AND CREAM FRENCH TOAST

Fresh-baked baguette sliced and filled with whipped mascarpone, wild berry preserves fresh vanilla and citrus egg batter.

Grilled golden brown and served with berry syrup

9.95 PP INCLUDES ATTENDANT FEE

### BREAKFAST QUESADILLAS

Scrambled farm-fresh eggs, flour tortillas, cherry wood smoked bacon, local Jack cheese, diced bell peppers, housemade pico de gallo and cilantro

9.95 PP INCLUDES ATTENDANT FEE

## "SANTA CLARA" BREAKFAST EXPERIENCE CONTINUED



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## PLATED BREAKFAST SELECTIONS

*Plated breakfasts include mini Danish, breakfast breads basket, sweet butter, fresh-fruit preserves, orange juice, coffee and an assortment of hot tea*

### ENTRÉES

Farm-fresh scrambled eggs and cherry wood smoked bacon served with Yukon Gold potatoes **24.95**

Egg white frittata with feta cheese, Bloomsdale spinach and oven-dried tomatoes **24.95**

Brioche French toast served with seasonal berry compote, grilled ham steak, seasonal melon, and bourbon maple syrup **26.95**

Monterey quiche with Tillamook cheddar and Gouda cheese, served with sausage links, and breakfast potatoes **29.95**

## MORNING AND ALL-DAY BEVERAGE SELECTIONS

*Beverage service is based on 1/2 hour unless otherwise noted*

### FLAVORED SIGNATURE WATERS

Orange, lemongrass, peach, and watermelon flavored waters **37.00 per gal**

### MEXICAN HOT CHOCOLATE

Hot chocolate accompanied by warm churros with cinnamon sugar, whipped cream and chocolate sauce **40.00 per gal**

### SOFT DRINKS, BOTTLED WATER AND JUICES

**3.50 each**

### THE COFFEE TABLE

Gourmet coffee and a selection of teas with flavored syrups, wildflower honey, orange and lemon zest, whipped cream, chocolate curls and a variety of sweeteners **105.00 per gal**

### ICED COFFEE TABLE

Chilled coffee with chocolate and hazelnut syrups, half and half, a variety of sweeteners, cocoa powder and cinnamon **95.00 per gallon or 10.00 per gallon when added to the hot coffee table**

### FRESH LEMONADE BAR

Blended with your favorite flavors of strawberry, watermelon and lemon-basil **43.00 per gal**

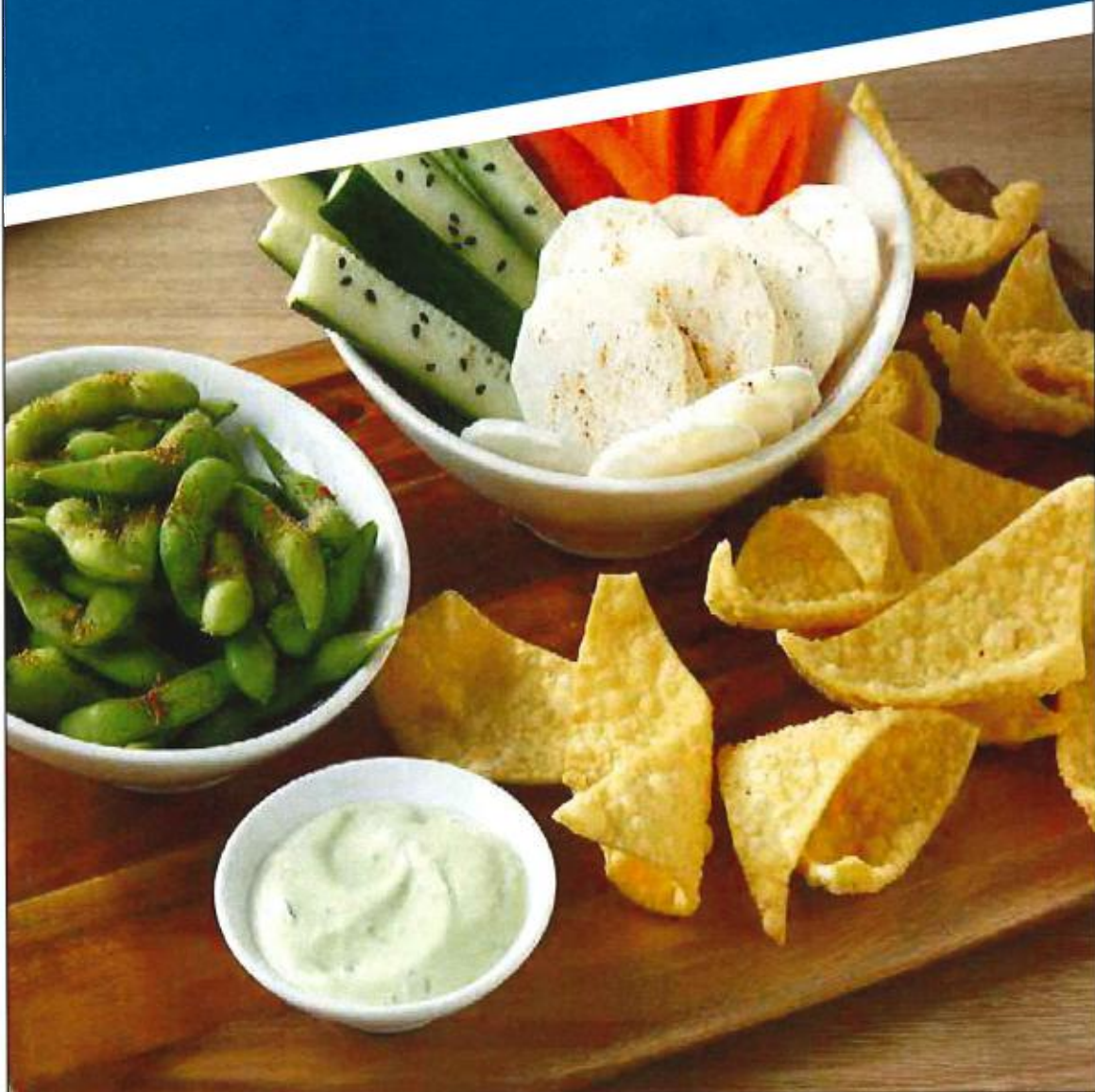
### FRESH-BREWED ICED TEA BAR

Country sweet and unsweetened served teas with fresh-cut lemons and simple syrup **45.00 per gal**



## SOMETHING TO SNACK ON

*Fuel up with fresh fruit, satisfy your sweet tooth with delectable baked goods, or conquer your craving for something savory with fresh seasonal crudités. Customize your snack break selections to suit any time of day!*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## CLASSIC BREAKS

Menus for the meals between meals, based on 1/2 hour of service

### HUMMUS TRIO

Traditional chickpea, white bean and edamame hummus with warm pita and pickled vegetables

7.95 PP

### CANDY LAND

Mini chocolates, chocolate covered pretzels, assorted gummies, Twizzlers and licorice

9.95 PP

### SEASONAL SLICED FRESH FRUIT PLATTER

Served with blood orange yogurt dipping sauce

7.95 PP

### GARDEN-FRESH SEASONAL CRUDITÉS

Individually presented with buttermilk ranch dipping sauce—great on the go!

6.95 PP

### JUMBO PRETZEL

Served warm with stone-ground honey mustard and beer cheese

48.95 PER DZ

### ASSORTMENT OF ENERGY BARS

40.00 PER DZN

### SEASONAL WHOLE FRUIT

Apples, bananas and local seasonal picks.

2.95 EACH

### INDIVIDUAL LOW-FAT FRUIT YOGURTS

39.95 PER DZ

### THE CUPCAKE BAR

A variety of flavors including red velvet, carrot-pecan, chocolate chip and vanilla bean served with ice-cold milk

8.95 PP

### WARM "SIGNATURE" COOKIES, BROWNIES AND MILK

You can smell them now – warm, fresh-baked jumbo cookies! Snicker doodle, chocolate chunk, and oatmeal cookies served warm, accompanied by ice cold milk.

9.95 PP

### COOKIES AND ICE CREAM

Ice cream novelties, snicker doodle and chocolate chip cookies

12.95 PP



## LUNCH WITH PERSONALITY

*These lunches, expertly crafted by our culinary team, are chef tested and guest approved. Our out-of-the-box take on lunch delivers luscious local flavors, high quality ingredients, and easily customized offerings that will please even the most particular palates.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## DESIGN-YOUR-OWN PLATED LUNCHEONS

Let your taste buds decide and create a personalized menu by selecting one of your favorites from each course. All plated lunches include iced tea.

### SALADS

*First Course — Choose One  
Served with artisan rolls and sweet butter*

The Mission Valley Signature Salad – field greens, radishes, pistachio, grape tomato, cucumber, feta cheese and Syrah vinaigrette **2.95**

Iceberg Wedge – grape tomatoes, red onions, blue cheese, eggs, crisp bacon and Green Goddess dressing **3.95**

Caesar Salad – crisp romaine, Parmesan and garlic croutons with classic Caesar dressing **2.95**

Sausalito Salad – mixed greens, candied pecans, Valbreso feta cheese, strawberries with Meyer lemon vinaigrette **3.95**

### DESSERT

*Served with coffee and a selection of hot teas*

Signature Dark Cherry Misu – red wine syrup, citrus mascarpone **4.95**

Triple Chocolate Sourdough Bread Pudding – salted caramel sauce, vanilla whipped cream **3.95**

Meyer Lemon Glazed Pound Cake – macerated berries **3.95**

Flourless Chocolate Torte – raspberry sauce, praline pecans **2.95**

Napa Valley Fruit Tart – Fresh-whipped cream **4.95**

Crème Brûlée Cheesecake – Syrah syrup, black berries **4.95**

### ENTRÉES

*Second Course — Choose One  
Served with local and seasonal vegetables*

Rosemary Roasted Chicken Breast – roasted potatoes and Zinfandel demi-glace **29.95**

Marsala Glazed Pork Tenderloin – sweet potato purée and mustard sauce **32.95**

Grilled Chicken Paillard – fingerling potatoes, heirloom carrots, rosemary jus **29.95**

Pan-seared Turkey Medallions lemon-garlic cream and sage roasted potatoes **29.95**

Herb Roasted Chicken – spinach risotto, marinated tomatoes, and mushroom crema **29.95**

Cedar Plank Roasted Salmon – roasted asparagus, sweet corn and bell pepper hash **34.95**

Herbed Chicken Cutlet – layered with prosciutto and fontina, lemon-basil cream and garlic mashed potato **29.95**

Braised Beef Short Ribs – roasted root vegetables, horseradish whipped potatoes, balsamic demi **36.95**

Butternut Squash Ravioli – shiitake mushroom confit, sherry cream sauce, and fried sage **27.95**

Grilled Petite Filet Mignon – potato purée and three-peppercorn sauce **45.95**

Grilled Flat Iron Steak – truffle white cheddar mac and cheese, lemon roasted asparagus **42.95**

## LUNCH CHEF'S TABLES

All Chef's Tables include coffee and tea

### SILICON VALLEY LUNCH

Farmer's Market Garden Salad baby tomatoes, creamy herb dressing  
 Coq Au Vin Braised Chicken roasted mushrooms, pancetta  
 Pan-Seared Sea Bass Asparagus, lemon butter sauce  
 Wilted Swiss Chard truffle butter, sea salt  
 Roasted Heirloom Fingerling Potatoes rosemary, thyme  
 Merlot Poached Pear Salad Point Reyes bleu cheese, crispy focaccia  
 Haricot Verts, Candied Bacon, Roasted Sweet Potatoes Syrah syrup  
 Chef's Selection of Gourmet Dessert

48.95 PP

### MANGIA MANGIA

Iceberg Wedge grape tomato, crispy bacon, red onion and parmesan bleu cheese dressing  
 Caprese Salad hand rolled mozzarella, basil pesto, wild arugula, aged balsamic  
 Herb Fried Chicken Breast with tomato-basil sauce, shaved parmesan  
 Baked Ziti with short rib ragu  
 Grilled Italian Sausage with smothered onions and peppers  
 Parmesan Polenta  
 Basil Roasted Vegetables  
 Assorted rolls, butter, and infused EVOO  
 Tiramisu, Cannoli

45.95 PP

### SOUTH OF THE BORDER

Mixed Greens with roasted corn, grape tomato, queso fresco and chipotle vinaigrette  
 Queso Dip and Salsa with warm corn chips  
 Jicama and Roasted Corn Slaw cilantro vinaigrette  
 Chicken and Beef Fajitas guacamole, sour cream, pico de gallo, salsa rojo  
 Flour Tortillas  
 Yellow Rice and Beans  
 Achiote Roasted Vegetables  
 Warm Churros  
 Tres Leches Cake

47.95 PP

### DELI SANDWICH BOARD

A Selection of Fresh Breads and Rolls  
 Selected Cold Sliced Meats - shaved roasted turkey, roast beef, smoked ham  
 Macaroni Salad - tomatoes, eggs, Tillamook cheddar  
 Cavatappi Pasta Salad baby tomatoes, Kalamata olives, feta cheese, herb dressing  
 Selection of Sliced Cheeses - Swiss, provolone and cheddar  
 Traditional Condiments - herb mayonnaise, Dijon mustard, lettuce, tomato, red onion and pickles  
 Kettle-style Chips  
 Triple Chocolate Fudge Brownies

34.95 PP

**SMOKEHOUSE SAMPLER**

Crispy Fried Chicken Salad- Crisp romaine, spring greens, cucumbers, pickled red onion, tomatoes, topped with fried chicken breast and roasted corn with buttermilk dressing

Farmer's Garden Salad -field greens, grape tomatoes, red onion, cucumber, carrots and house made creamy balsamic dressing

Loaded Southern Pasta Salad with smoked cheddar, bacon, scallions and hard-cooked egg

Creamy Coleslaw shredded cabbage with sweet and sour dressing

Three Cheese Macaroni herb panko

Smoked Beef Brisket jalapeno cornbread muffins and our signature barbecue sauce

Mustard Barbecued Pulled Pork with mini onion rolls

Triple Chocolate Bread Pudding with vanilla whipped cream

45.95 PP

**MIDDAY SUPPER**

Farmers Garden Salad -field greens, grape tomatoes, radishes, cucumber, carrots and housemade buttermilk ranch dressing

Tomato and Cucumber Salad-marinated with red onion and feta cheese

Coq Au Vin Braised Chicken roasted mushrooms, pancetta

Herb Roasted Potatoes

Roasted Broccoli-herb butter

Fresh Fruit Tarts-with vanilla whipped cream

27.95 PP

**SIGNATURE SANDWICH AND SALAD TABLE**

Tomato Salad - herb tomatoes, marinated cucumbers, pickled red onions, balsamic spread and arugula on grilled flatbread

Country Fried Chicken -marinated tomatoes, housemade pickles, pimento cheese on a pretzel roll

Farmer's Garden Salad - field greens, grape tomatoes, red onion, cucumber, carrots and housemade buttermilk ranch dressing

Roasted Chicken Breast Salad - dried cranberries, red grapes, celery, and toasted almonds tossed in lemon mayo, served with silver dollar rolls

Harvest Grain Salad - grilled vegetables and maple-herb dressing

Kettle-style Chips-with French onion and beer cheese dip

Fresh-baked Cookies and Brownies

36.95 PP



## LUNCH TABLE ENHANCEMENTS

*The following may be added to any of our lunch Chef's Table menus*

### CHEF-MADE SOUPS

Roasted Tomato Bisque **3.95 pp**  
 Creamy Crab Chowder **5.95 pp**  
 Hearty Chicken Noodle **3.95 pp**  
 Truffle Mushroom Bisque **4.95 pp**  
 Chicken and Wild Rice **3.95 pp**  
 Cioppino **8.95 pp**

### COLD SALADS

Loaded Macaroni Salad **2.95 pp**  
 Mustard Potato Salad **2.95 pp**  
 Creamy Coleslaw **2.95 pp**  
 BLT Salad – Cheddar cheese and buttermilk dressing **4.95 pp**  
 Caesar Salad – garlic croutons and shaved Parmesan **4.95 pp**  
 Hearty Chicken Pecan Salad -greens, candied pecans, dried cranberries, grapes, lemon aioli **5.95 pp**  
 Grilled Chicken Cobb Salad – honey Dijon vinaigrette **5.95 pp**

## BOX LUNCH

### SANDWICH

*Choose One*

Ham and Swiss on wheat berry bread lettuce and seasoned tomatoes **28.95**  
 Roasted Vegetable wrap-goat cheese, herb mayo, spring greens, tomatoes on a flour tortilla **27.95**  
 Smoked Turkey on wheat bread – lettuce, Gruyere and seasoned tomatoes **29.95**  
 Tomato Benedictine – herb tomatoes, marinated cucumbers, pickled red onions, balsamic spread and arugula on grilled flatbread **26.95**  
 Roast Beef on wheat berry bread – lettuce, Tillamook cheddar seasoned tomatoes **29.95**  
 Grilled Chicken on Focaccia – spinach, herb aioli and provolone cheese **28.95**

### SIDES

*Each lunch includes:*

Whole Fruit  
 Bag of Kettle-style Chips  
 Fresh-baked Cookie  
 Bottled Water

**BUILD-YOUR-OWN MARKET FRESH LUNCH**

Let your Guests pick their favorites; please select from the following options:

32.95 PER PERSON

**SALADS**

*Choose One*

The Mission Valley Signature Salad – field greens, radishes, pistachio, grape tomato, cucumber, feta cheese and Syrah vinaigrette (included)

Italian Chopped Salad- bacon, tomatoes, red onions, cucumbers, Gorgonzola cheese and creamy Italian dressing

Turkey Cobb Salad-cucumbers, bacon, blue cheese, hard cooked eggs and avocado ranch dressing

Greek Salad-romaine, cucumber, tomato, Kalamata olives, chickpeas, pepperoncini, feta cheese and red wine vinaigrette

**SANDWICHES**

*Choose Two*

Ham and Swiss on wheat berry bread – lettuce and seasoned tomatoes

Roasted Vegetable wrap-goat cheese, herb mayo, spring greens, tomatoes on a flour tortilla

Smoked Turkey on wheat bread – lettuce, Gruyere and seasoned tomatoes

Tomato Benedictine – herb tomatoes, marinated cucumbers, pickled red onions, balsamic spread and arugula on grilled flatbread

Roast Beef on wheat berry bread – lettuce, Tillamook cheddar and seasoned tomatoes

Grilled Chicken on Focaccia – arugula, herb aioli and provolone cheese

**SIDES**

*Choose One*

Pasta Salad

Kettle-style Potato Chip

Pommery Mustard and Bacon Potato Salad

Dill Potato Salad

Sweet and Sour Coleslaw

Caprese Salad

Greek Farro Salad

**SWEETS**

*Choose One*

Fresh-baked Chocolate Chip Cookie

Fruit Salad

Fudge Brownie

**BEVERAGES**

*Dasani Water (included)*

Canned Soda **2.95**

## DELECTABLE & FLEXIBLE



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## ANYTIME, ANYWHERE MENUS

These specialty items make an extraordinary addition to any menu!

### SPECIALTY FARE

Smoked Chicken Sliders – barbecue sauce, crispy onions **37.00 per dz**

Beef Tacos – flour and corn tortillas, assorted salsas and avocado crema **36.00 per dz**

Hot-pressed Brisket – peppers and onions, chipotle aioli and hoagie rolls **39.00 per dz**

Stadium Hot Dogs and Bratwursts – gourmet condiment bar **35.00 per dz**

### CARVERY BAR

*All carveries are served with a choice of two gourmet ciabatta, multigrain rolls, Vidalia onion rolls and hoagie rolls*

Chef-carved Herb Turkey cranberry-apricot chutney and herb aioli **15.95 per person serves approximately 40, includes attendant fee**

Chef-carved Peppercorn-crust Beef Sirloin-horseradish cream and balsamic onion jam **18.95 per person serves approximately 40, includes attendant fee**

Brown Sugar Cured Pit Ham – Dijonaise and apple chutney **15.95 per person serves approximately 40, includes attendant fee**

Smoked BBQ Brisket – brined and smoked in-house, Dijon mustard BBQ Sauce **18.95 per person serves approximately 40, includes attendant fee**

### MEATBALL BAR

*A selection of our handcrafted meatballs served with a basket of fresh rolls to soak up the sauce!*

Chicken Meatball – green chili verde sauce

Korean Bourbon Meatball – gochujang barbecue sauce

Italian Beef Meatball – marinara sauce

**19.95 PP | 25 GUEST MINIMUM**

### SANTA CLARA MAC-N-CHEESY TABLE

*Choose Two*

*Classic comfort food kicked up a notch!*

Buffalo Chicken – Jack and blue cheese

Smoked Pork-Green chili and cheddar

Cheetos®-crusted – Great for kids of all ages!

Chorizo and Jack Cheese – tortilla crust

White Cheese Ziti – spinach and artichokes

Smoked Cheddar – barbecue potato chip crust

Wild Mushroom-Mornay, bacon, marinated tomatoes and mini herb croutons

**18.95 PP | 25 GUEST MINIMUM**

## GLUTEN-FREE

*Our Chef Can Customize Signature Themed Options*

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## COCKTAIL HOUR REINVENTED



### RECEPTION MENU

*Build a perfect reception from a variety of gourmet to classic signature dishes. Fifty piece minimum per item please*

#### HOT-PRESSED PERFECTION

Herb-Roasted Turkey – Jack cheese, caramelized onion and stone ground mustard **5.00 per piece**

Cuban Press Sandwich – smoked pork, ham, Swiss cheese and spicy pickles **5.50 per piece**

Four-Cheese Tomato Melt – traditional sourdough **4.50 per piece**

Hot-pressed Sandwich Sampler **15.95 includes one of each**

#### RETRO MINIS

*Classic favorites!*

Apple-wood smoked bacon wrapped dates – boursin cheese **6.00 per piece**

Beef Wellington Bites – horseradish cream **6.00 per piece**

House-made Corned Beef Reuben – Gruyère cheese and Louie dressing **5.00 per piece**

Chicken Cordon Blue – pit ham and blue cheese sauce **4.50 per piece**

Retro Sampler **17.95 includes one of each**

#### STUFFED MUSHROOMS

Fennel Sausage and Garlic Bread Crumbs **4.50 per piece**

Roasted Vegetables with roasted garlic cream **4.00 per piece**

Lump Crab with lemon aioli **8.00 per piece**

Stuffed Mushroom Sampler **16.95 includes one of each**

#### SUMPTUOUS SATAYS

Ginger Chicken – sweet chili sauce **5.00 per piece**

Sizzling Short Rib – Thai peanut sauce **6.00 per piece**

Coconut Curry Chicken – mango chutney **5.00 per piece**

Basil-Garlic Shrimp – chili-lime mint sauce **7.00 per piece**

Satay Sampler **17.95 includes one of each**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

### MINI CHILLED SHRIMP SHOOTERS

Classic Fisherman's Wharf-style – lemon-horseradish cocktail sauce  
*7.00 per piece*

Bayou-blackened – rémoulade sauce  
*7.00 per piece*

Pesto-marinated – lemon aioli  
*7.00 per piece*

Shrimp Shooter Sampler  
*19.95 includes one of each*

### MINI ALL-BEEF BURGERS

Tavern-style Classic – American cheese and our secret sauce *5.50 per piece*

Firehouse Burger – bacon and barbecue sauce *6.00 per piece*

Gourmet Burger – truffle aioli and Gruyere cheese *7.00 per piece*

Mini Burger Sampler *17.95 includes one of each*

### COASTAL FAVORITES

Signature Crab Cakes – lemon aioli  
*7.00 per piece*

Seared Sesame Tuna Wonton – seaweed salad and wasabi cream *8.00 per piece*

Smoked Salmon Cracker – crème fraîche, capers and red onion *6.00 per piece*

Pan Roasted Sea Scallop – garlic basil oil, tomato chutney *8.00 per piece*

Seafood sampler *26.95 includes one of each*

### HAND-CRAFTED MINI SLIDERS

Short Rib – Tillamook Cheddar, caramelized onions and horseradish aioli *7.00 per piece*

Crispy Chicken – crispy fried chicken, house pickles and pimento cheese  
*6.50 per piece*

House-made Meatloaf – mom's recipe with mushroom confit and spicy tomato glaze  
*7.00 per piece*

Slider Sampler *18.00 includes one of each*

### SINGLE SIP

Gazpacho – tomato, cucumber and olive oil  
*4.00 per piece*

Butternut Squash *5.00 per piece*

Tomato Bisque *4.00 per piece*

Single Sips Sampler  
*14.00 includes one of each*

### ARTISAN STUFFED BREAD

Meatball and Provolone – basil oil  
*5.00 per piece*

Italian Sausage and Ricotta – *5.00 per piece*

Three Cheese and Pesto – garlic aioli  
*4.00 per piece*

Crostini Sampler *15.00 includes one of each*

### QUESADILLAS

House-smoked Brisket and Cheddar Cheese – avocado crème *6.00 per piece*

Ancho Chicken and Jack Cheese – salsa Verde *5.00 per piece*

Baby Spinach and Mushroom – pico de Gallo  
*4.00 per piece*

Quesadillas Sampler  
*17.00 includes one of each*

### HAND BREADED CHICKEN TENDERS

Southern Fried – honey mustard and signature barbecue sauce *7.00 per piece*

Buffalo Style – buttermilk ranch  
*6.00 per piece*

Teriyaki Glazed – sweet chili sauce  
*6.00 per piece*

Slider Sampler *16.00 includes one of each*

### GOING GREEN

Arugula and Shaved Fennel Salad- Meyer lemon vinaigrette *4.00 each*

Bibb Lettuce Wrap – garden vegetables, red wine vinaigrette *5.00 each*

Baby Romaine Spears – creamy parmesan dressing, brioche crisp *4.00 each*

Slider Sampler *15.00 includes one of each*



## COCKTAIL HOUR REINVENTED *continued*



### RECEPTION STATIONS

*Pleasing to even the pickiest eaters*

#### NETO'S MINI SAUSAGE TABLE

Santa Clara's own Neto's sausages created for Levy Restaurants. Flavors include: Andouille, Chorizo

and Smoked Italian. Served with gourmet mustards, apple slaw and hoagie rolls per

18.00 PP

#### ARTISAN CHEESE BOARD

Artisan selection of local and imported farmstead cheeses. Accompanied by housemade chutneys, local honeys, artisan breads and crackers

19.00 PP

#### ANTIPASTI

Imported cured meats, cheeses, local seasonal vegetables, marinated olives and warm spinach and artichoke fondue. Served with a variety of flatbreads, crostini and breadsticks

12.95 PP

#### NACHO AND SALSA BAR

Zesty beef chili, spicy Queso sauce, crispy corn tortilla chips and our house salsa verde, pico de gallo, salsa rojo and habanero salsa. Served with sour cream, jalapeños and signature hot sauces

16.00 PP



### GOURMET FOCACCIA

*A fun assortment of artisan grilled focaccia bread with a selection of toppings, served hot.*

Fennel Sausage, Wild Mushrooms and Asiago Cheese

Shaved Salami, Arugula and Provolone Cheese

Roma Tomatoes, Basil and Fresh Mozzarella

Pulled Chicken, Basil Pesto and Four-Cheeses

18.00 PP

### BRUSCHETTA D'ITALIA

Tomato Basil – Parmesan and extra virgin olive oil

Kalamata Olive Tapenade – Chèvre cheese

Roasted Wild Mushroom – Gorgonzola cheese

Caramelized Onion – Taleggio cheese

15.00 PP

### MASHED POTATO BAR

*Old-fashioned, creamy mashed potatoes with specialty ingredients*

Dungeness Crab Mashed Potatoes chives, herb garlic butter

Yukon Gold Mashed Potatoes with braised short ribs and Cabernet reduction

Sweet Mashed Potatoes with cinnamon, brown sugar, butter and candied pecans

20.00 PP

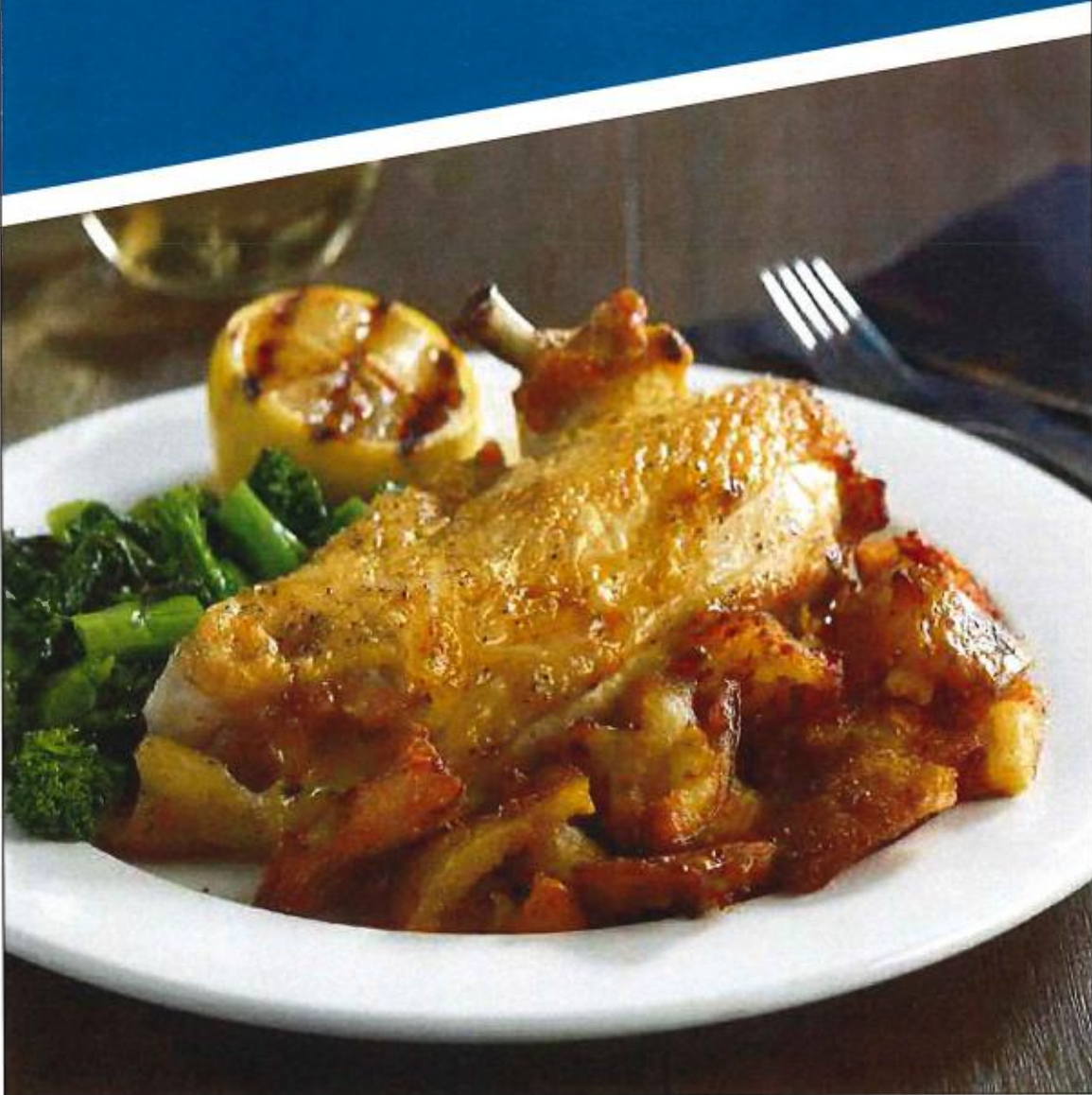
### GARDEN FRESH VEGETABLE BASKET

Chef's colorful selection of fresh market vegetables, pickled and blanched. Served with buttermilk ranch dip, traditional hummus, fresh basil pesto, crackers and breadsticks.

16.00 PP

## DISTINGUISHED DINNERS

*Fresh, house-made, and packed with the best local flavors, our premier array of innovative entrees are sure to impress your guests. Let our chefs make your meal memorable with a menu showcasing the finest ingredients in delectable dishes.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## DESIGN-YOUR-OWN PLATED DINNER

Let your taste buds decide and create a personalized menu by selecting one of your favorites from each course.

### SALADS

#### First Course — Choose One

*Served with artisan rolls and sweet butter*

The Mission Valley Signature Salad – field greens, radishes, pistachio, grape tomato, cucumber, feta cheese and Syrah vinaigrette (included)

Iceberg Wedge – grape tomatoes, red onions, blue cheese, eggs, crisp bacon and Green Goddess dressing **5.95**

Caesar Salad – crisp romaine, Parmesan and garlic croutons with classic Caesar dressing **3.95**

Sausalito Salad – mixed greens, candied pecans, Valbreso feta cheese, strawberries with Meyer lemon vinaigrette **5.95**

### DESSERT

#### Third Course — Choose One

*Served with coffee and a selection of hot teas*

Signature Dark Cherry Misu – red wine syrup, citrus mascarpone

Triple Chocolate Sourdough Bread Pudding – Vanilla whipped cream, salted caramel sauce

Meyer Lemon Pound Cake – Grand Marnier syrup, macerated berries and minted cream

Flourless Chocolate Torte – Raspberry sauce, praline pecans

Napa Valley Fruit Tart – Fresh-whipped cream

Crème Brulee Cheesecake – Syrah syrup, blackberries

### ENTRÉES

#### Second Course — Choose One

*Served with local and seasonal vegetables*

Parmesan Crusted Chicken Breast  
Parmesan polenta and tomato-basil cream **46.00**

Roasted Chicken Breast – herb-roasted fingerling potatoes and rosemary au jus **45.00**

Cedar Plank Salmon – roasted asparagus, sweet corn and bell pepper hash **56.00**

Hunters Chicken Breast – roasted potatoes and wild mushroom demi-glace **45.00**

Pan-seared Turkey medallions – lemon-roasted garlic cream and sage mashed potatoes **46.00**

Wild Mushroom and Boursin Cheese-stuffed Chicken – port wine glaze and chive potato purée **49.00**

Wood-roasted Bistro Steak – wild mushroom ragout, Zinfandel demi-glace and roasted garlic polenta **55.00**

Sun-dried Tomato-crusted Breast of Chicken – rosemary-roasted potatoes and Chardonnay reduction **46.00**

Wild Mushroom and Bacon Pork Loin smashed sweet potato cake and port wine sauce **48.00**

Braised Beef Short Ribs – roasted root vegetables, horseradish whipped potatoes, balsamic demi **59.00**

Pancetta Roast Chicken Breast – stone ground mustard-tarragon cream, spinach and risotto cake **50.00**

Herb Roasted Sirloin – Garlic mashed potatoes and Syrah demi-glace **59.00**

Hickory Smoked Prime Rib- cabernet glazed mushrooms, smashed Yukon roasted potatoes **63.00**

Blackened Petite Filet – Truffle demi-glace with Parmesan whipped potatoes Market

## DISTINGUISHED DINNERS

*continued*



### DINNER CHEF'S TABLES

*All chefs' tables include warm artisan rolls and sweet butter, coffee and a selection of hot teas*

#### VIA ROMA

Baby Romaine Salad – Parmesan crisp, grape tomato and creamy peppercorn dressing

"Porchetta" – Chef-carved pork sirloin roast, grilled tomato and smothered onion gravy

Parmesan-crusted Chicken – tomato basil cream sauce

Sautéed Zucchini and Yellow Squash – herbed tomatoes

Rosemary Roasted Potato – bacon, cheddar and green onions

Penne Pasta with San Marzano Tomato Sauce

Assorted Focaccias and Signature Breads – flavored oils, aged balsamic vinegar

Tiramisu

54.95 PP | INCLUDES CARVER

#### THE STEAKHOUSE

Iceberg Wedge – grape tomatoes, red onions, crisp bacon, chopped bacon, blue cheese and Green Goddess dressing

Chef-carved New York Strip Loin – horseradish cream and housemade steak sauce

Hunters Chicken – truffle mushroom demi-glace

Sautéed Green Beans – herbed tomatoes

Loaded Mashed Potatoes – bacon, cheddar and green onions

Red Wine-braised Wild Mushrooms – with shallots

Triple Chocolate Bread Pudding – crème anglaise and French vanilla whipped cream

64.95 PP | INCLUDES CARVER

**THE SMOKEHOUSE**

Farmer's Garden Salad – grape tomatoes, red onion and cucumbers with buttermilk ranch and red wine vinaigrette

Pickled Cucumbers and Onions

Twelve-Hour Smoked Beef Brisket – barbecue glaze, mustard barbecue and sweet vinegar barbecue sauces

Smoked Pulled Pork – creamy coleslaw

Cheddar au Gratin Potatoes

Baked Beans

Parker House Rolls and Corn Bread – butter and honey

Southern Pecan Pie – honey cream

Wild-berry Cobbler – vanilla whipped cream

**59.95 PP | INCLUDES CARVER**

**TASTE OF THE VALLEY TABLE**

Baby Greens Salad radish, grapes, bleu cheese, toasted walnuts, Syrah vinaigrette

Baby Frisee and Radicchio Salad-bacon lardons, chopped egg, avocado, toy box tomatoes

Sonoma Grass Fed Lamb Loin-heirloom cauliflower, leek confit

Coq au Vin Braised Chicken-wild mushrooms, pancetta

Braised Tri Color Kale-pearl onions and spices

Sourdough Baguettes, Whole Wheat Rolls herbs de Provence butter

Meyer Lemon Pound Cake – Grand Marnier syrup, macerated berries and mint

**68.95 PP | INCLUDES CARVER**

**FARM STAND**

*From produce to poultry, it is about fresh singular goodness!*

Organic Field Greens Salad – white balsamic vinaigrette

Roasted Golden Beet Salad – Gorgonzola and toasted almonds

Pistachio and Heirloom Carrot Salad – vanilla molasses dressing

Barley Citrus Corn Salad – tarragon pesto

Red Wine Glazed French Pork Chop asparagus, fingerling potatoes

Roasted Free Range Chicken –truffle jus, potato puree, chives

Neto's Sausage and Duck Cassoulet – organic vegetables and fresh thyme

Smashed Yams – wildflower honey, yam frites and cinnamon butter

Fruit Blossoms – flaky golden pie petals and crème anglaise

**51.95 PP**



## DESIGN-YOUR-OWN CHEF'S TABLE

Individualize your menu to suit your event. The ultimate in customization!

**68.95 PP | YOUR CUSTOM CHEF'S TABLE INCLUDES COFFEE AND TEA**

### SALAD

#### Choose One

Iceberg Wedge - Grape tomatoes, red onions, blue cheese and crisp bacon with Green Goddess dressing

Caesar Salad- Crisp romaine, Parmesan and garlic croutons with Caesar dressing

Farmer's Garden Salad - Field greens, grape tomatoes, red onion, cucumbers with butter-milk dressing

Arugula and Goat Cheese - pecans, apples, cranberries, red onions with fig balsamic vinaigrette

Spinach and Apple Salad- Toasted walnuts, chevre cheese and red onions with cider vinaigrette

Heirloom Tomato Salad - Fresh mozzarella, red onion, basil and balsamic syrup

Bibb lettuce- Poached pears, candied pecans and crumbled blue cheese

Valley Cobb Salad - crispy smoked bacon, tomatoes, Gorgonzola cheese, chopped egg, romaine lettuce and avocado ranch dressing

Santa Clara Harvest-Mixed greens, local goat cheese, pecans, strawberries, grapes and Syrah vinaigrette

Italian Chopped Salad - bacon, tomatoes, red onions, cucumbers, Gorgonzola cheese and honey-Dijon dressing

### SIDES

#### Choose Two

Au Gratin Potatoes - four cheeses and fresh thyme

Loaded Mashed Potatoes - smoked bacon, sour cream, cheddar and scallions

Wild Mushroom Risotto - fresh herbs and Parmesan garlic broth

Kalamata Olive Ratatouille-fresh basil

Roasted Fingerling Potatoes - herb butter and rosemary

Roasted Brussel sprouts-bacon, maple, onions

Corn, Bell Pepper and sweet potato hash-herb butter

Bistro Roasted Vegetables-Season's finest fresh herbs and olive oil

Classic Creamed Spinach - crispy leeks and Parmesan

Sautéed Rapini-chili oil, asiago

Farm stand Green beans-roasted toy box tomatoes

Grilled Local Cauliflower - chive and olive oil

Braised Tri Color Kale-pearl onions and spices

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

**ENTRÉES***Choose Two*

Sherry Brined Airline Chicken Breast-wild mushrooms

Grilled Pork Chop – mustard sauce, sweet potato puree

Local Bay Shrimp-yellow tomato coulis, roasted zucchini *(+5 upcharge)*

Crispy Chicken Paillard – roasted toy box tomatoes, saffron risotto

Free Range Chicken Breast – fingerling potatoes, truffle reduction

Cedar Plank Salmon – Chardonnay butter sauce *(+5 upcharge)*

Braised Beef Short Ribs – red wine demi, horseradish whipped potatoes

Pan Seared Corvina– Kalamata and basil ratatouille *(+8 upcharge)*

Crispy Halibut – Dungeness crab hash, chives *(+10 upcharge)*

Butternut Squash Ravioli - shiitake "bacon", walnut cream and fried sage

Sonoma Grass Fed Lamb Loin-heirloom cauliflower, leek confit *(+10 upcharge)*

Herb-roasted Chicken – rosemary aioli and dried cherry chutney

Sun-dried Tomato-crust Chicken Breast – Chardonnay reduction

Cioppino-Dungeness crab, clams, shrimp, grilled garlic sourdough, saffron aioli *(+15 upcharge)*

Maple-glazed Turkey – cranberry-apricot chutney and sage gravy

Peppercorn-Crusted Tri Tip Sirloin – cherry demi-glace and horseradish cream

Slow-roasted Prime Rib – natural jus and horseradish cream *(+5 upcharge)*

**PASTA***Choose One*

Penne Pasta – spicy marinara, chili flakes fresh basil and shaved Parmesan

Cavatappi Carbonara-pancetta, peas and Parmesan cream

Rigatoni Pasta – tomato-basil sauce, spinach and ricotta cheese

Truffle Mac-n-Cheese – fresh herbs and Parmesan garlic cream

Linguini with Shrimp – tomato-basil sauce, garlic and basil

**DESSERTS***Choose One*

Triple Chocolate Bread Pudding – vanilla bean sauce

Double Chocolate Cake-chocolate cake and fudge icing

Strawberry Cheesecake-macerated strawberries, pound cake, whipped cream

Mission Valley Blackberry Cobbler-Vanilla whipped cream

Napa Fruit Tart – crème anglaise

Roasted Apple Cobbler-Vanilla whipped cream

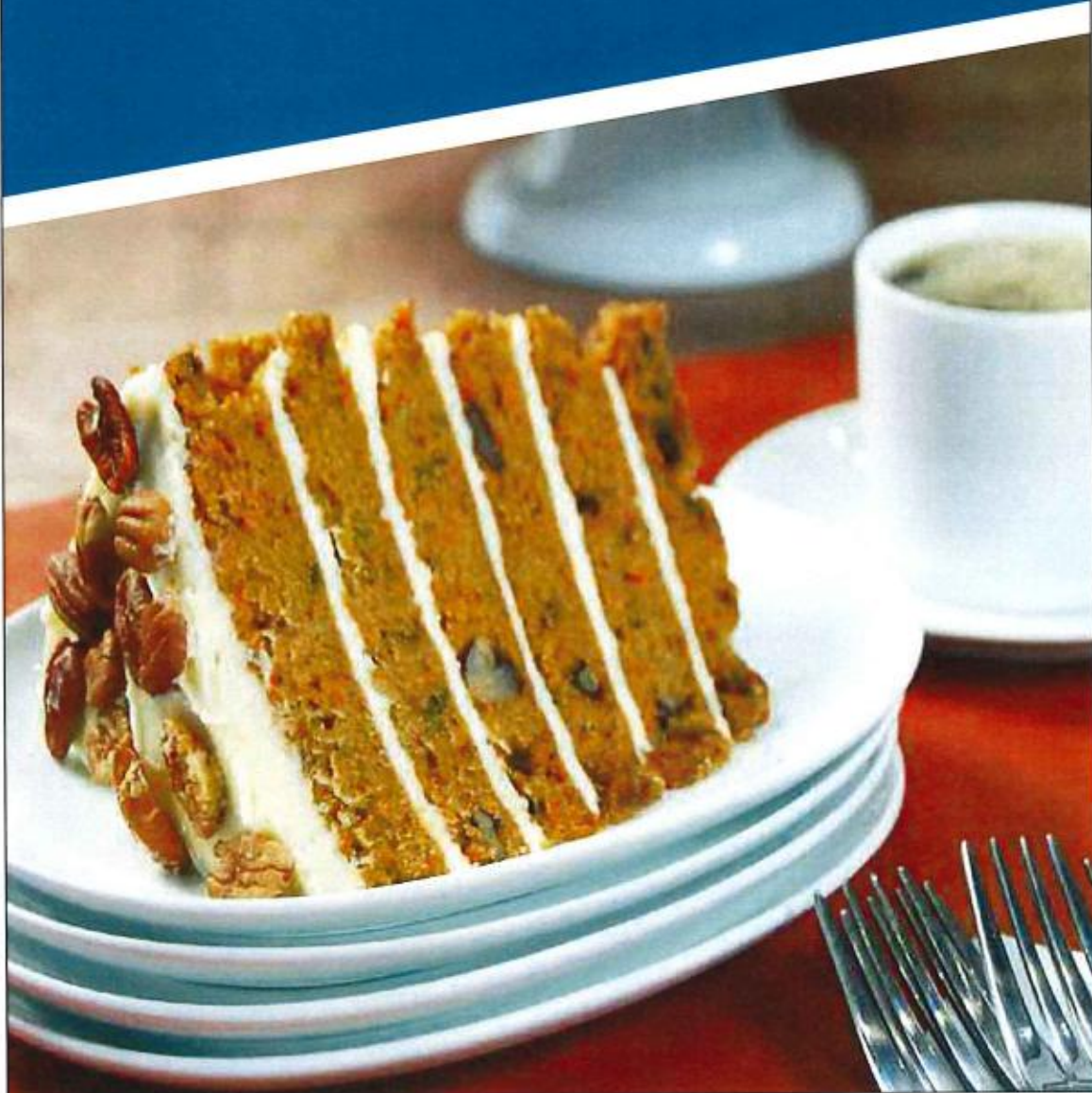
Signature Carrot Cake Stack – cream cheese frosting and toasted walnuts

Lemon Blueberry Shortcake-Syrah syrup, macerated berries

Tiramisu – cappuccino cream

## DESSERTS

*Serve up a sweet ending to your event with our suite of showstopping desserts. These desserts are more than just a meal; they're an event! Whether you're in the mood for plated options or chef's table service, we combine picture perfect presentation with dreamy desserts like fondue, sundaes, and more.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## DESSERT MENUS

Dazzle your guests with desserts served with flair that let them get in on the action. Choose from our crowd-pleasing options or customize your own distinct dessert experience.

### SIGNATURE DESSERTS

*Minimum of 50 people.*

A selection of our signature desserts! Carrot cake, salted caramel-chocolate cake, New York-style cheesecake, cupcakes, mini taffy apples, mini low-fat yogurt parfaits, sweet dessert shots, cookies, brownies and gourmet dessert bars

**10.95 PP**

### BANANA FOSTER

Sweet caramelized bananas with butter, brown sugar and flamed with bourbon served with vanilla bean ice cream

*7.95 pp includes chef attendant*

### BROWNIE SUNDAE BAR

Triple chocolate chunk brownie and blondie bars served warm with vanilla bean ice cream, chocolate and caramel sauce, toasted peanuts, fresh whipped cream and assorted toppings *7.95 pp includes chef attendant*

### FONDUE STATION

Chocolate and caramel fondue served with a colorful display of mini cookies, seasonal fresh fruit, flavored cake bites and marshmallows *7.95 pp*

### DONUT SUNDAE BAR

Glazed donuts toasted on our flat grill served with vanilla bean ice cream and sweet fruit compote

*7.95 pp includes chef attendant*

### RASPBERRY CHAMBORD

Fresh raspberry flambé served with vanilla bean ice cream over fudge brownie

*7.95 pp includes chef attendant*

## BEVERAGES

*Catch up with your guests over an expertly crafted cocktail mixed to perfection by our bar staff. In addition to premium liquor, amp up your bar package with wine and imported and domestic beers*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## SPECIALTY BARS AND BEVERAGES

Select your preferred bar package based on our offerings below.  
Beverages are billed on consumption unless otherwise noted.

### MARTINI BAR

*The new spin on a classic!*

Icy cold Ketel One Vodka or Bombay Sapphire, served with a bevy of garnish. Also available are the ultimate Cosmopolitan, Apple Martini and the Lemon Drop.

18.00 PP

### BLOODY MARY BAR

*A fabulous starting point!*

Classic Smirnoff or Ketel One Vodka, zesty bloody mary mix and a smorgasbord of garnishes including celery, pepperoncini, cheeses, sausage and a variety of special sauces.

19.00 PP

### MOJITO BAR

*The rising star of the cocktail world!*

Aromatic Bacardi Rum, fresh mint, zesty lime and cane sugar blended to Caribbean delight!

21.00 PP

### JALAPEÑO MARGARITA

The kick of a margarita with the zip of jalapeño. Go way south of the border.

15.00 PP

### VODKA LEMONADE WITH A TWIST

*A blast of summer.*

Crisp Smirnoff vodka, refreshing lemonade and Chambord.

8.00 EACH

### COFFEE AND DONUTS

Kahlua, Cointreau and Bailey's Original Irish Cream with espresso and cream. Served with a mini-donut!

9.00 EACH

### BUBBLES AND BERRIES

*A salute to a great glass.*

Riesling-marinated raspberries, blueberries and blackberries with a special lift of Champagne.

10.00 EACH

### SANGRIA

Red wine, brandy and sweet vermouth with fresh citrus fruit, berries, juice and soda.

9.00 EACH

### CRAFT AND MICRO BREW BEERS

Blue Moon White Belgium Ale

Fat Tire

Stone Brewing (Available seasonally)

West 6th

Sierra Nevada

Anchor

Firestone Walker

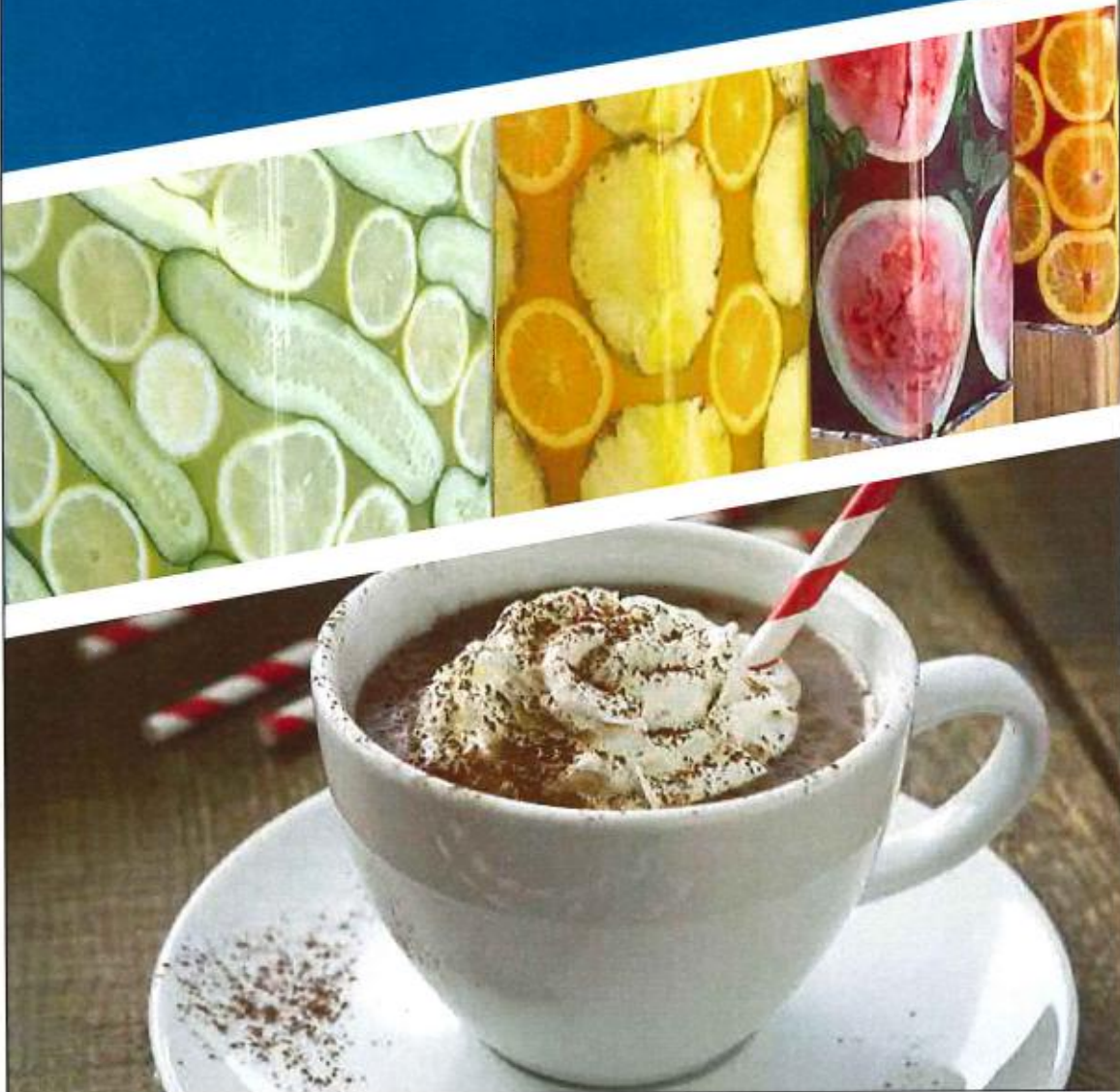
Lagunitas

8.00 EACH



## NON-ALCOHOLIC REFRESHMENTS

*We offer a bevy of non-alcoholic beverages to quench thirsts with a culinary twist. Bright, refreshing fruit waters showcase unexpectedly delicious flavor combinations like Strawberry Jalapeno and Minted Watermelon.*



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## NON-ALCOHOLIC REFRESHMENTS

Customize your event with the right beverage services  
based on your group from the options below.

### ULTIMATE SPECIALTY SOFT DRINK STATION

*3.95 each*

### SMOOTHIES - SEASONAL BERRY, MELONS, PEACHES

Hand-blended gems with sweet yogurt, fresh fruits and granola *3.00 each*

### HOT CHOCOLATE

A candy bar in a cup! Delicious warm chocolate with fresh whipped cream, chocolate sprinkles, delightful mini marshmallows, flavored syrups and all the fixings! *30.00 per gal*

NON-ALCOHOLIC





## BRANDED CONCEPTS

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

Branded concepts are critical to the Food Story we will create for the Santa Clara Convention Center. True to the essence of Santa Clara, we identified both buzz-worthy established and emerging concepts. We will consider a blend of national, local, and proprietary brands based on our knowledge of the California market and validate them through research from our E15 group.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Financial Arrangements

We understand that a range of potential partnership models - from a royalty-based relationship to a subcontractor scenario or a straight marketing partnership - provide us with the flexibility to determine the best arrangement that will drive the largest impact. Our team will ensure all partners are engaged and ready to explore potential paths for working together that support their business models and goals while guaranteeing the best experience for guests. We believe that it is equally important to vet branded concepts through the lens of securing viable, passionate partners who understand the value of a partnership beyond a financial deal.

## Proven Success

As demonstrated at the United Center, Barclays Center, MODA Center, The Ohio State University, the Georgia World Congress Center, and the Los Angeles Convention Center to name a few, our experiences and best practices with local partnership and Food Story activation will guide our approach at the Santa Clara Convention Center.

## Our Process

### Our approach includes:

- Analyzing E15's syndicated Santa Clara-specific data to identify potential concepts based on market preferences
- Identifying trends in Santa Clara's food and beverage scene
- Considering the event mix and audience demographics
- Curating a blend of proprietary brands and locally well-known brand partners
- Leveraging our internal culinary talent and industry sources - including chefs, concept owners, and hospitality publicists - to determine potential partners
- Validating our list through E15's social listening data

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## We considered the following key categories:

### **PROPRIETARY BRANDS - CREATED BY LEVY**

Based on our vast experience, industry expertise, and current footprint in the California marketplace, we are in tune with the ebb and flow of guest preferences. Combining event schedules, emerging trends, and business needs, our team of innovators, designers, and culinary and operations gurus will collaborate to create new proprietary concepts specific to the Santa Clara Convention Center. We will design concepts that are flexible and dynamic. Our experiences fulfill the needs of our guests while also creating needs in the form of crave-worthy must-haves.

### **LOCAL BRANDS**

Bringing together the best dining options in Santa Clara, our focus on local brands is a celebration of what Santa Clara stands for, is known for, and will be known for. We identify partners who represent the community and bring an authentic, local experience to guests of the Santa Clara Convention Center.

### **ICONIC NATIONAL BRANDS**

National brands provide recognizable street appeal. They also help balance the overall food programming with substantially resourced concepts from product to promotion and often times sponsorship revenue. With the strength and outreach of our parent company, Compass Group, we have the strongest network and relationships with top tier regional and national brands. These well-known brands combined with market research and proven performance will generate immediate sales.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



# Branded Concepts For the Santa Clara Convention Center

## Local Brands

We have identified the following local brands as potential partners in our Food Story for Santa Clara Convention Center.

- Verve Local Coffee – Local Coffee Partner
- Neto's Sausage Company – Been in business for 72 years!
- Chef's Choice Produce - Local Produce/Specialty
- Local Distilleries and Local Breweries like the following:
  - » St. George Spirits
  - » Seven Stills
  - » Campos Family Vineyards
  - » Santa Clara Valley Brewing



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Food Fleet Partnership - Flexibility and Local Flair



Levy is partnered with Food Fleet, the nation's leading mobile food company. Food Fleet was created in 2012 to bring professional management to a billion dollar "mom-and-pop" segment of the food service Industry. Food Fleet operates as a fully horizontal multi-service platform-- from POS systems, data management, menu, and truck development to strategic booking operations.

We work with them at multiple locations across the country, utilizing their mobile food vendors to add to existing concessions, restaurant and cafe services, and specialty event food and beverage needs. We are able to enhance local flavor representation at our venues with ultimate flexibility through the use of the Food Fleet.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## FOOD FLEET FOOD TRUCKS FOR SANTA CLARA CONVENTION CENTER

The following Santa Clara area food trucks are partnered with Food Fleet and represent the flavors of the community. We will work with you to determine if these partners can help support the Santa Clara Convention Center Food Story.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Iconic National Brands

Through our parent company, Compass Group, the largest foodservice company in the world, we have a portfolio of national brands that we can leverage for Santa Clara Convention Center.



### BURGER CATEGORY

- Burger King
- Backyard Burger
- Cheeburger  
Cheeburger
- Freddy's Custard &  
Steakburgers
- Flatire Burgers
- Johnny Rockets
- Wendy's
- Smashburger
- Steak & Shake



### CHICKEN CATEGORY

- Bojangle's
- Chick-fil-A
- KFC Express
- Popeye's
- Raising Cane's
- Slim Chickens
- Wow Café & Wingery



### ETHNIC CATEGORY

- Kigo Kitchen
- Panda Express
- Pei Wei
- Masala by Marigold



### COFFEE/TEA CATEGORY

- Argo Tea
- The Coffee Bean & Tea  
Leaf
- Caribou Coffee
- Dunkin Donuts
- Einstein Bros. Bagels
- Greenberry Tea
- Illy
- Peet's Coffee
- PJ's Coffee
- Starbucks
- Tim Horton's
- Wolfgang Puck Coffee  
express
- TradeCraft





### PIZZA CATEGORY

- MOD Pizza
- Marcos Pizza
- Papa John's
- Pizza Hut
- Sbarro
- Sweet Tomato



### MEXICAN/TEX CATEGORY

- Baja Fresh/LaSalsa
- California Tortilla
- Chick N Grill
- Lime Fresh
- Moe's Southwest Grill
- Pollo Tropical
- Qdoba
- Salsarita's
- Taco Bell



### GRILL/DINER CATEGORY

- Denny's All Nighter/Express
- Chili's To Go
- IHOP
- JJ's Red Hot
- Nathans Famous
- Tupelo Honey Café



### HEALTH/SMOOTHIE CATEGORY

- Clean Juice
- Farmer's Fridge
- Freshen's
- Freshii
- Jamba Juice
- Shake Smart
- Tossed



### SUB/SANDWICH CATEGORY

- Blimpies
- Erbert & Gerbert
- Firehouse Subs
- Great Harvest Bread Co
- Jason's Deli
- Jersey Mike's
- Panera Bread
- Pita Pit
- Quiznos Subs
- Subway
- Which Wich



### SNACK/YOGURT

- Ben & Jerry's
- Haagan-Dazs
- Pinkberry
- Red Mango

## Utilization of Concepts Across the Entire Venue

As we work with you to determine the Food Story for the Santa Convention Center, we understand the importance of flexibility.

We will:

- Work with you to honor sponsorship arrangements while allowing branding to be creative and reflective of Santa Clara.
- Prioritize food and beverage outlets such as portables that:
  - » Allow us to constantly refresh offers from various local partners.
  - » Enable mobility so that offerings can be utilized within the venue to add points of sale for higher attendance events.
- Activate spaces like the foyers with food and beverage offers to assist in our point of sale initiative.



By blending local favorites with national and regional signatures, sponsored products, and house favorites, we will drive sales and revenues for the Santa Clara Convention Center.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## RETAIL PLAN/PUBLIC SPACE ACTIVATION

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

### Experiences Driven By Our Hospitality Strategy

Levy emphasizes measurable performance in all of our design solutions. Our process is grounded in the unique hospitality strategies of our partners. We constantly have our eye on achieving the right balance of what's desirable for guests with what's possible and profitable for our partners. With the business goals in mind, we're able to frame new and unexpected understandings of your guests' journey that reveal opportunities and bring value to the Santa Clara Convention Center.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Areas Of Opportunity Have Been Identified As A Result Of Our Team's Visits To Your Venues

To best understand the user experience, service style, and opportunities for improvement, our multi-disciplinary teams visited the Santa Clara Convention Center. Our visits have allowed us to produce initial ideas for where and how our approach to hospitality design and service can provide the greatest impact for partners, guests, visitors, and staff.

### ASSESSMENT TOOL

Our multidisciplinary teams work together to determine the business opportunities for each of our partners. We employ an assessment process that has been formulated based on an ongoing evaluation of business performance at our locations. This analysis as a guide for our approach to determining the right experience enhancements for the Santa Clara Convention Center.

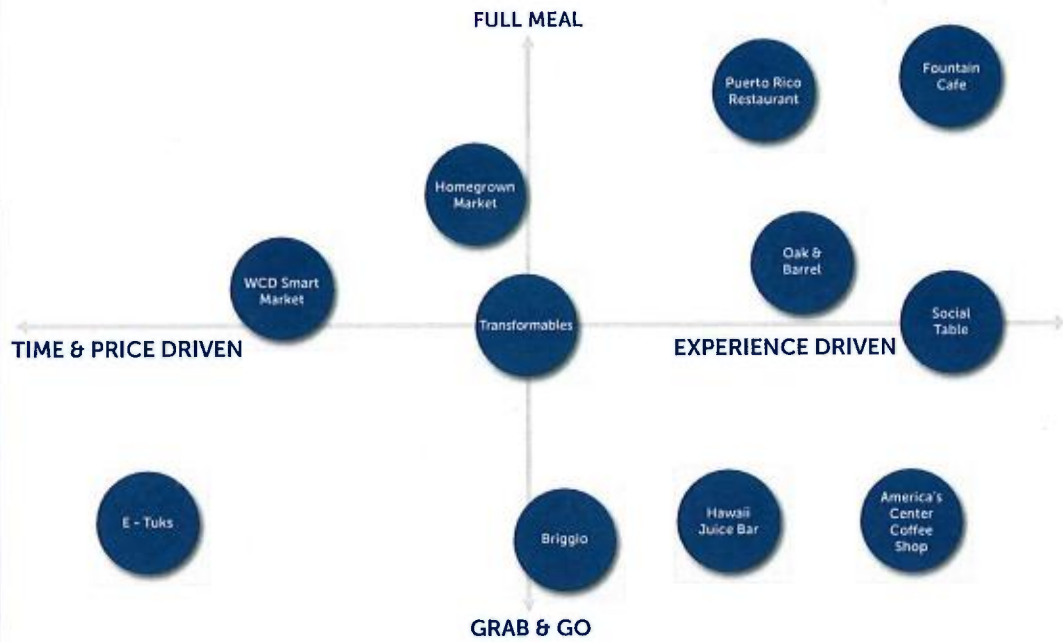
We evaluate solutions within the following categories:

- Restaurants and Cafes
- People
- Overall & Community
- Catering
- Technology
- Beverages

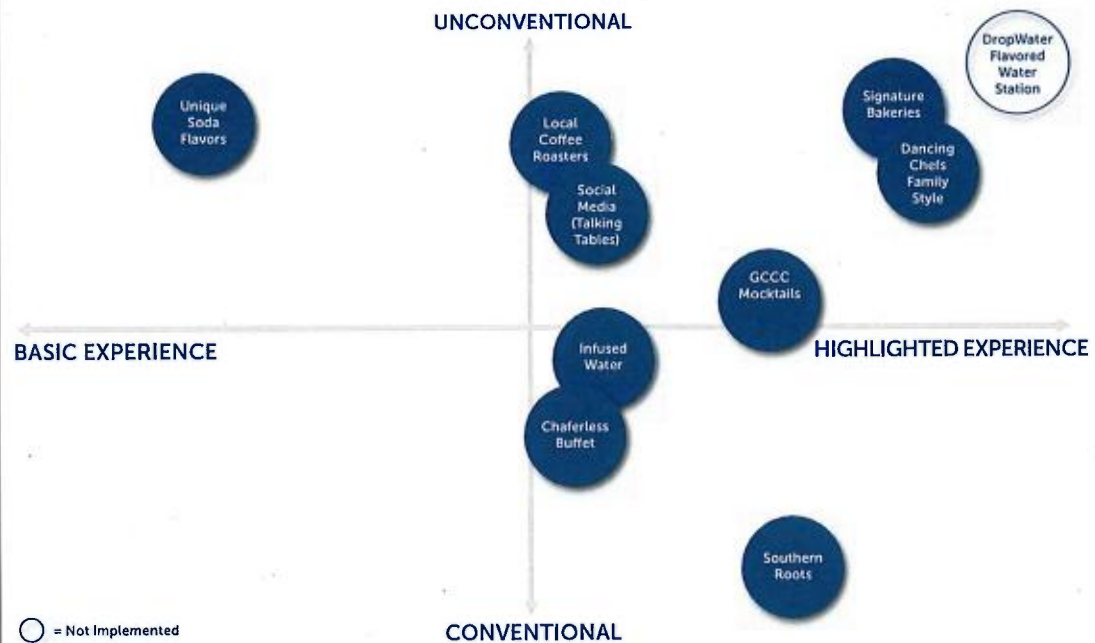


This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

# I RESTAURANT & CAFES

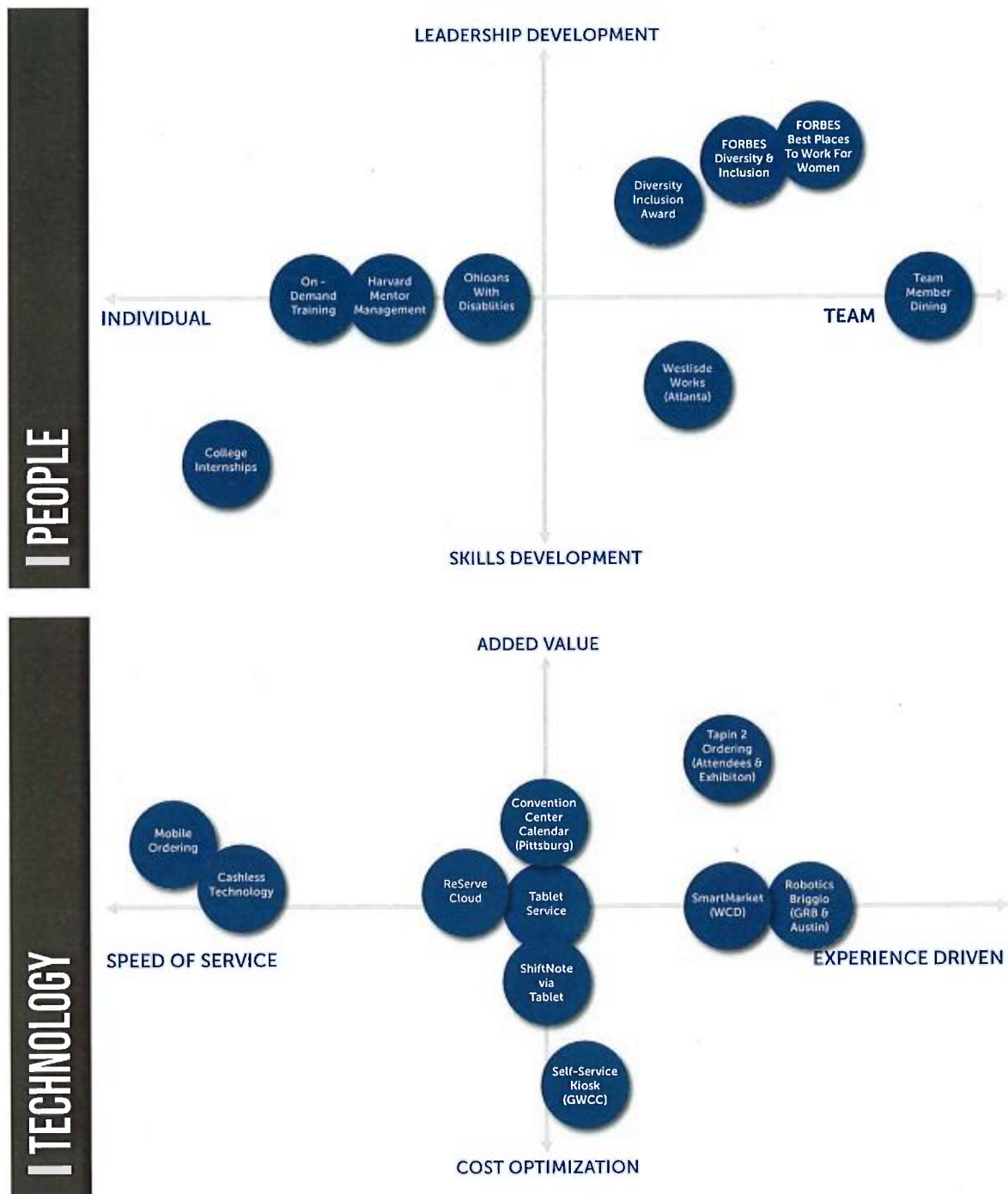


# I CATERING



○ = Not Implemented

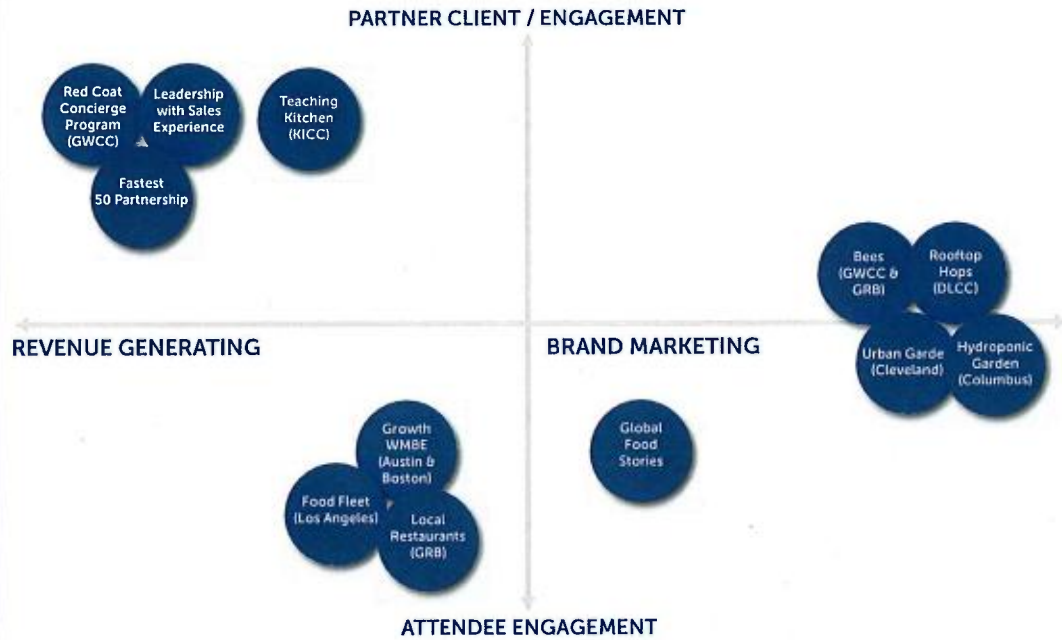
This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



# OVERALL & COMMUNITY



# BEVERAGES



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## DEFINE YOUR FOOD STORY

Create a strategic and localized food, beverage, and hospitality program to drive revenues, guest satisfaction, and distinction. To read our proposed Food Story, Valley & Vine, see Section 15.7.14 Marketing Plan.

## CONVERT EXISTING CONCESSIONS

To fully maximize storage and ensure assets are allocated in a way to maximize returns, we would close existing concessions and convert the space into usable dry storage. This allows us to be agile in allocating onsite assets and investing in touchpoints like portables, reaching the guest in a more convenient location with a food and beverage offering that is hyper-localized.

## UTILIZE PORTABLES AND POP UPS

To continue building local partner relationships and maximize revenues, we would purchase portables. These shared assets will elevate the guest experience by providing additional food and beverage options. We know that guests are seeking fresh food and beverage options featuring local flavors that entice and inspire. With completely modular and adaptable functionality, portables offer nimble flexibility that meet service demands while supporting a wide variety of offerings from a destination that is deceptively mobile. Vendor partnerships, event specific items, and concept pop-ups create a delightful and impactful food experience for every guest that drives excitement and new sales.

With our portable program, we are able to:

- Rebrand seamlessly for varied offerings and partnerships throughout the year with magnetic signage
- Offer a wide variety of specialty items and core favorites
- Elevate the current offerings based on current market trends
- Scale to accommodate by event
- Provide opportunity to meet even the most wide-ranging guest needs

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





27



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## INCORPORATE MOBILE OFFERINGS



### Trailers

These indoor - outdoor vehicles are designed to work individually or collectively as an entire unit. As the ultimate extension of the Food Story, these units are a prime opportunity for partner sponsorships to generate new revenue and continue to provide offerings to surprise and delight show visitors.



### eTuks

These vehicles can be utilized for unique individual food and beverage sales as well as special activations at private events, positioning Santa Clara Convention Center far apart from competitors. Craft beer and wine-on-tap carts will be a unique, fun, and unexpected offering designed for special activations and patrons on the go.



### Bike Fleets

These pedal-powered and fully branded retail solutions gets you right in front of the customers, allowing easy access for transport and selling.

## Success Story: Massachusetts Convention Center Authority Center



Levy identified an opportunity to introduce mobile vending to address the lack of beverage offerings. Levy and the

MCCA introduced 2 customized eTuks serving coffee and craft beer and wine respectively. Each time the eTuks are operated, they drive a notable profit and improve guest satisfaction.

The eTuks provide a clean, efficient and versatile experience to guest while diversifying the product offering in place.



### DEVELOP AN IN-HOUSE BAKERY

Visitors and exhibitors alike share a common need for quick food offers, both sweet and savory, to eat on the run and satisfy their limited time allocations. Given the marketplace and industry surge of such multi-meal period spots, as well as the strong consumer demand for such an offer, we recommend designing and optimizing an in-house bakery that will serve up signature and proprietary items for all events. By developing the in-house bakery that will be able to supply sweet and savory moments from show open to close, as well as for special events and programming, there will be a true point of distinction at the Santa Clara Convention Center.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## UTILIZE THE OUTDOOR TERRACE

To increase the per capita spend per guest as well as boost event sales opportunities, we will occupy the underutilized terrace. With a designed space cohesive with the rest of the center, portable cart food and beverage offerings, and diverse seating, guests will spend more time at the convention center, resulting in boosted revenue. The terrace will feature a garden that will support the culinary team's ingredient needs to bring flavors to life. This is a key sustainability initiative.

Our plan for activation is centered on event programming, with a design complementing the lush landscape of Santa Clara County to improve the look and feel of each experience, opening up the opportunity for relaxation in the space, in turn, resulting in increased sales. Guests will encounter the innovative and technological experience of Silicon Valley with the natural elements found in Santa Clara, complementing the indoor look and feel of the existing space.

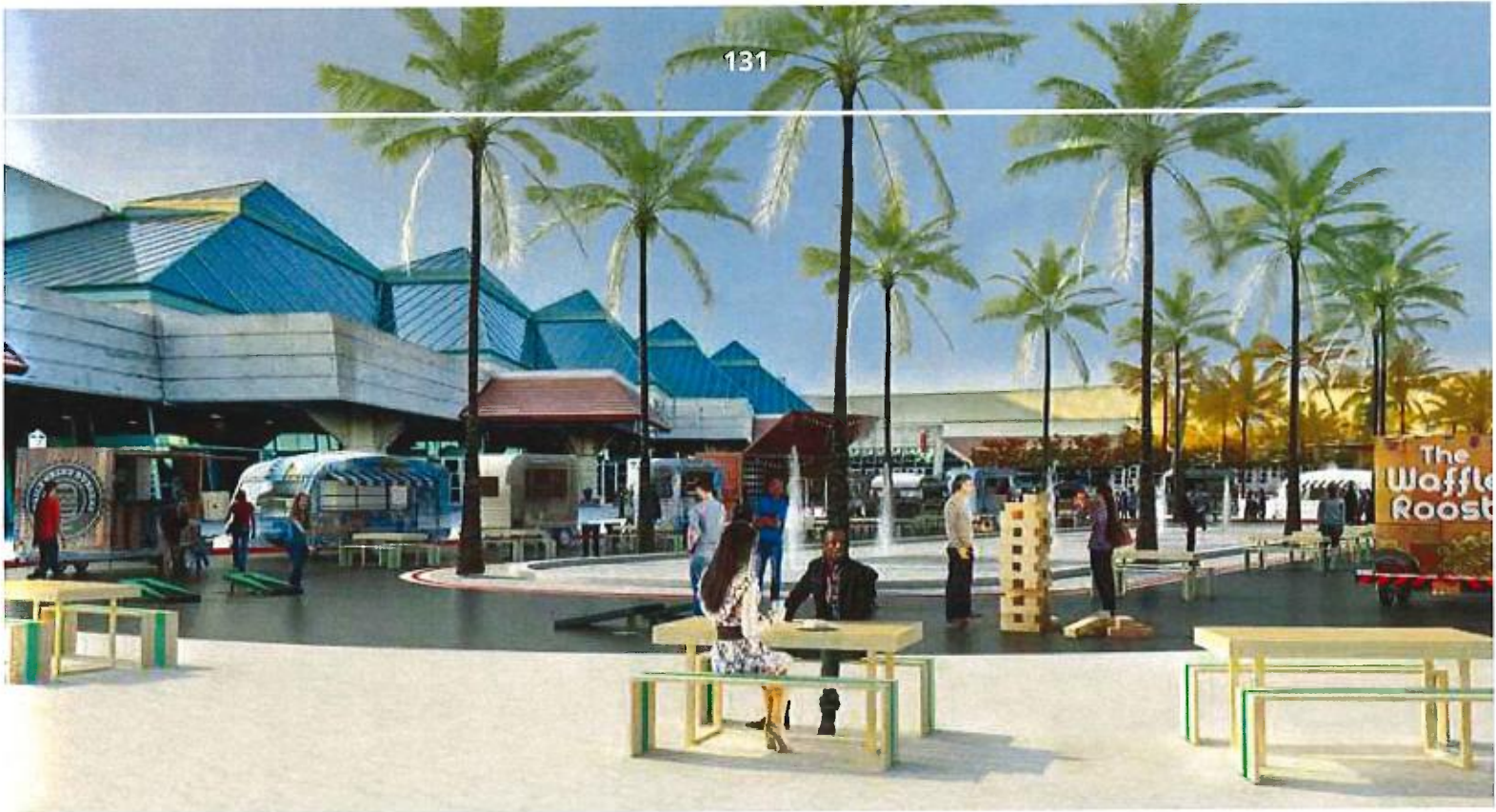
### Hours of Operation

As needed based on internal and external events.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## ACTIVATE THE CIRCLE DRIVE

The Circle Drive outside of the Santa Clara Convention Center has strong potential for an interactive outdoor experience. We would open the drive to the public, bringing guests to the area for a tailgate-type experience. The space would be populated with a range of other activations, including food trucks, catered events, music, and outdoor games, specifically programmed for flexibility.

Our plan for activation is centered on providing an exciting and compelling food and beverage opportunity through unique food portables, leveraging local partners, and establishing additional points of sale. This currently underactivated space will transform to become an improved guest destination.

### Proposed Local Partners

- Daily Grind Burgers
- Waffle Roost
- Road Dogs
- Fresh Catch Poke
- The Rice Rockit
- I Love Cheesesteak

### Hours of Operation

As needed based on internal and external events.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## ADD A TRANSFORMABLE CONCEPT

These one-of-a-kind modular catering carts marry the functionality of a full retail experience with the aesthetic of contemporary high-end food stand. Their sleek design and ability to provide day-to-night programming creates a cohesive and compelling through line to connect and elevate every facet of our guest's experience. Cypress Seed Cafe is a specialty day-to-night concept that perfectly suits the environment at Santa Clara Convention Center. Guests will experience a tech-forward location to sit back, take a moment, recharge and refuel.

### Programming elements:

- Elevate branding with "Cypress Seed Cafe"
- Serve fresh pastries from our in-house bakery in the morning
- Partner with a local roaster for custom-brewed coffee
- Offer bento boxes with hummus, cheese, and charcuterie to pair with beer and wine in the evening
- Feature specialty signature roast coffee from Millcreek Coffee Roasters all day
- Incorporate tableside POS tablets for ease of ordering
- Provide a variety of flexible and comfortable workplace seating options for guests to linger
- Ensure portability of food packaging to appeal to the guest on the go

### Hours of Operation

24/7



These menus, also included in Section 15.7.1, represent the day-to-night offerings for this concept



**Cypress Seed Cafe**

**AM Menu**

<b>BREWED DRINKS</b>		<b>GRAB &amp; GO</b>		<b>SALADS</b>	
Fresh Brewed Coffee 12 oz.	\$3.00	Local Chips 2 oz.	\$4.00	Rotisserie-roasted chicken Caesar	\$8.50
Cold Brew Coffee 12 oz.	\$5.00	Local & King-Sized Candy	\$3.00	Roasted chicken salad	\$8.50
Double Espresso 3 oz.	\$5.00	House Baked Pastries assorted	\$4.00	California vegetable Cobb salad	\$7.75
Americano 12 oz.	\$4.00	Local Berry and Yogurt Parfait 12 oz.	\$6.00	Seasonal fruit and wild berry salad	\$7.75
Latte 12 oz.	\$4.00	Protein Power Boxes 3 oz.	\$4.00		
Cappuccino 8 oz.	\$4.00	Acai Bowls 12 oz.	\$8.00		
Café Au Lait 12 oz.	\$4.00			<b>HOT ENTRÉE</b>	
Artisan Teas 12 oz.	\$4.00	<b>GRAB AND GO SANDWICHES</b>		Daily breakfast flatbread	\$9.00
Hot Chocolate 10 oz.	\$3.00	Turkey, provolone, house giardiniera on Italian roll	\$8.50	Smoked salmon flatbread	\$9.00
<b>COLD DRINKS</b>		Roasted ham, Swiss and fennel slaw on signature pretzel bun	\$8.50	Mediterranean turkey piadina flatbread sandwich	\$9.00
Soft Drink 20 oz.	\$4.00	Chile seared tofu, roasted vegetable, yuzu slaw on tomato wrap	\$8.50	Sliced sirloin, provolone and sweet peppers on onion roll	\$9.00
Bottled Water 24 oz.	\$4.00			Caprese piadina with ripe tomato and sweet basil	\$8.75
Fresh Squeezed Juice 12 oz.	\$4.00				
Cold Pressed Juices 12 oz.	\$5.00				
Clean Cause Yerba Mate 16 oz.	\$6.00				

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





### PM Menu

#### FOOD

<i>Local Artisan Cheese Bento Box 12 oz.</i>	<i>\$12.00</i>
<i>Hummus with Pita Bread 8 oz.</i>	<i>\$7.00</i>
<i>Mini Charcuterie Bento Box 6 oz.</i>	<i>\$7.00</i>
<i>Flatbread of the Day 6 oz.</i>	<i>\$6.00</i>
<i>Fruit Cup 6 oz.</i>	<i>\$6.00</i>
<i>Local Chips 2 oz.</i>	<i>\$4.00</i>
<i>Local and King-Sized Candy</i>	<i>\$3.00</i>

#### NONALCOHOLIC BEVERAGES

<i>Clean Cause Yerba Mate 16 oz.</i>	<i>\$6.00</i>
<i>Cold Brew Coffee 12 oz.</i>	<i>\$5.00</i>
<i>Signature Coffee 12 oz.</i>	<i>\$3.00</i>
<i>Soft Drinks 20 oz.</i>	<i>\$4.00</i>
<i>Bottled Water 24 oz.</i>	<i>\$4.00</i>

#### ALCOHOLIC BEVERAGES

<i>Tap Dance Chardonnay 5 oz.</i>	<i>\$9.00</i>
<i>Local Craft Beer 12 oz.</i>	<i>\$8.00</i>
<i>Domestic Beer 12 oz.</i>	<i>\$6.00</i>
<i>House Wine - Red/White 12 oz.</i>	<i>\$7.00</i>
<i>Reserve Wines</i>	<i>mkt</i>

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Success Story: Greater Columbus Convention Center



Levy implemented a transformable offering in the Greater Columbus Convention Center with a goal of

upgrading the previous offerings once the center was remodeled and improving ROI. The final design was a modern, clean station tended by 1-3 staff serving hot, cold, and portable food from morning through the evening.

In just over two years time, the transformable is expected to produce strong profits and guests are increasingly satisfied with the experience.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## INTRODUCING TECHNOLOGY

### The Smart Market

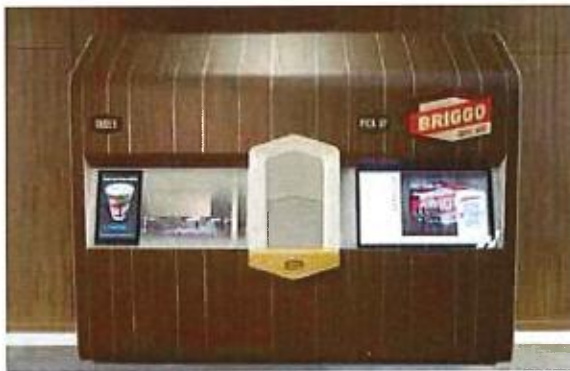
Leverage our partnership with our Canteen to open a smart market offering a quick, convenient, and always-open point of sale featuring easy-to-grab food and a digital, touch-screen check-out. Implementing technology will move guests through the space efficiently and provide an option for nourishment between meetings and events.

### Briggo

Launch Briggo, a Connected Coffee Experience which leverages a whole-bean Latin American blend, fresh dairy, and gourmet syrups to deliver quality, consistency, and convenience through a mobile app and robotic Coffee Haus, utilizing artificial intelligence. After ordering remotely from the app or directly from the Coffee Haus, get a text when your order is ready. Grab your drink, and you're on your way.

### Hours of Operation

24/7



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Success Story: Wisconsin Center

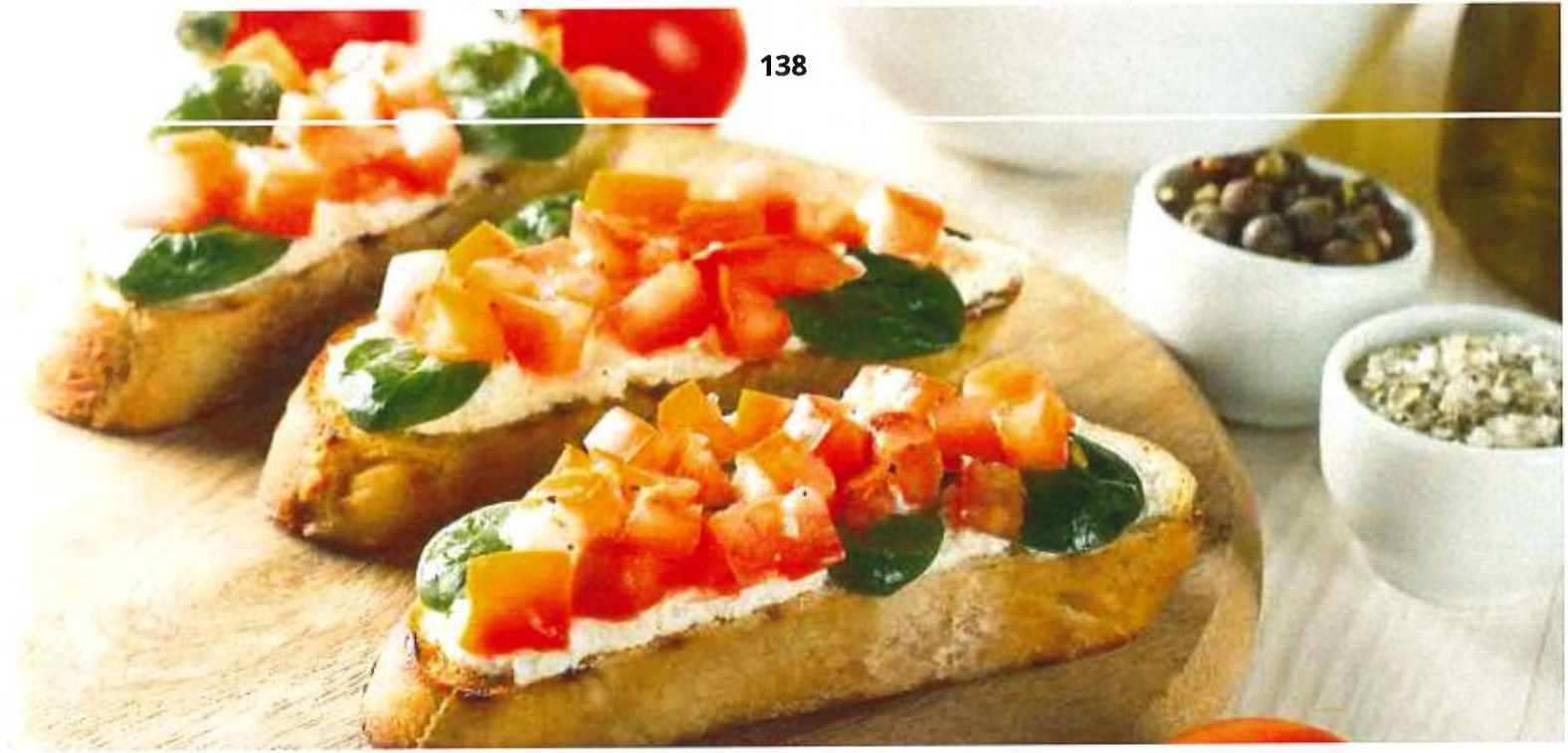


Levy and the Wisconsin Center partnered with Canteen to provide a simple solution for meals, beverages and snacks called Conflux. They created a destination space for employees, attendees, and exhibitors that provides packaged goods and fresh food options.

Year-over-year, from 2018 to 2019, revenue has grown 6% with strongest levels from January and February. Snack machines are the most popular followed by bottled beverages.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## CATERING ENHANCEMENTS

### Philosophy

Our strategy is to position, market, and execute events at Santa Clara Convention Center in such a manner that it becomes THE destination in the marketplace year round. In order to achieve that, our plan includes event driven opportunities.

We bring a fresh approach to the catering process because we live in the restaurant business every day. Our award-winning restaurants allow us to keep our pulse on the food scene and advise our guests on creative menu options that both the client and guests will fondly remember from the event, long after they have departed.

We also bring best practices forward from our experiences catering high profile events such as The US Open Tennis Championships and The Grammy's, to name a few.

### Resources

One of the most critical aspects is the commitment of a team of specialists solely focused on event execution and revenue generation. Our dedicated, on-site Catering Sales and Marketing team will craft and execute customized, specialty menus, and service programs that leverage and transform the variety of the venues' ballrooms, meeting rooms, and exhibit spaces into amazing function spaces that are true to the Santa Clara experience.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

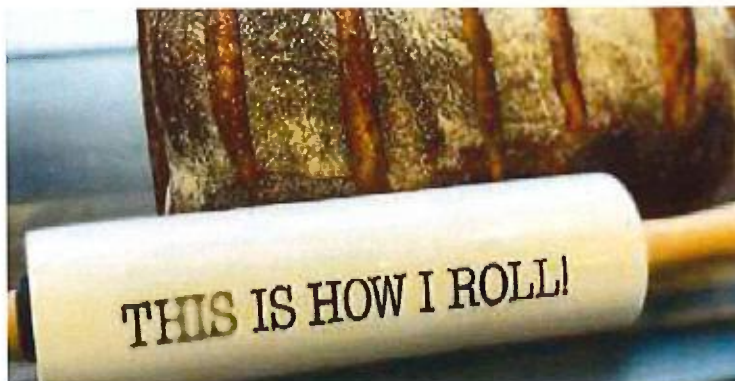


## Catering Concepts

### Talking Tables

In addition to our guest being engaged with unique presentations, we also love to have fun with our guests by telling our story through fun signage, whether that be on a vintage chalkboard or a touchscreen TV. This gives our guests the chance to bring our Food Stories to life through sharing and creating Instagrammable moments. We call it our "Talking Table."

The first time we launched the Talking Tables series was when we hosted PCMA in Austin in January 2017. Guest loved it so much that we had over 6,000 social media impressions within 4 days.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Talking Tables: PCMA - Austin, TX

- Location: Austin, TX
- Partner Since: 2012
- Pre-Levy Sales: \$6.9M
- FY17 Revenue: \$18.1M
- Year over Year Revenue Growth of 30%+
- Hosting Professional Convention Management Association (PCMA)



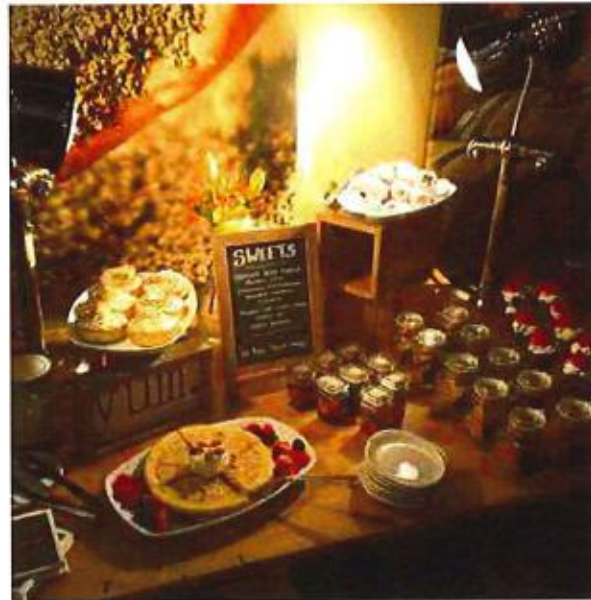
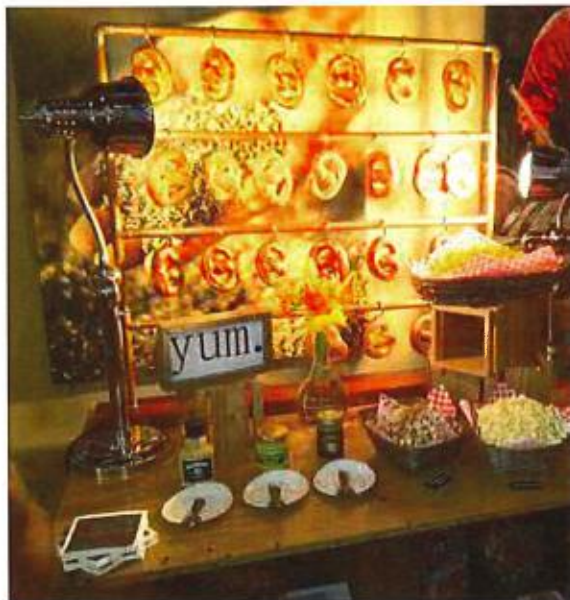
- Introduction of Talking Tables to drive revenue growth
- Client & Customer satisfaction at an all-time high



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Chef Tables

Our catering package doesn't stop with the right Food Story or branding. The catering presentation starts with our guests' eyes. It's why we don't do buffets, but rather Chef Tables. It's why we don't utilize chafers or what we call "food coffins." Our presentation focuses on the food and design first, with fresh ingredients and appealing smallwares packages that are both seasonal and on trend.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

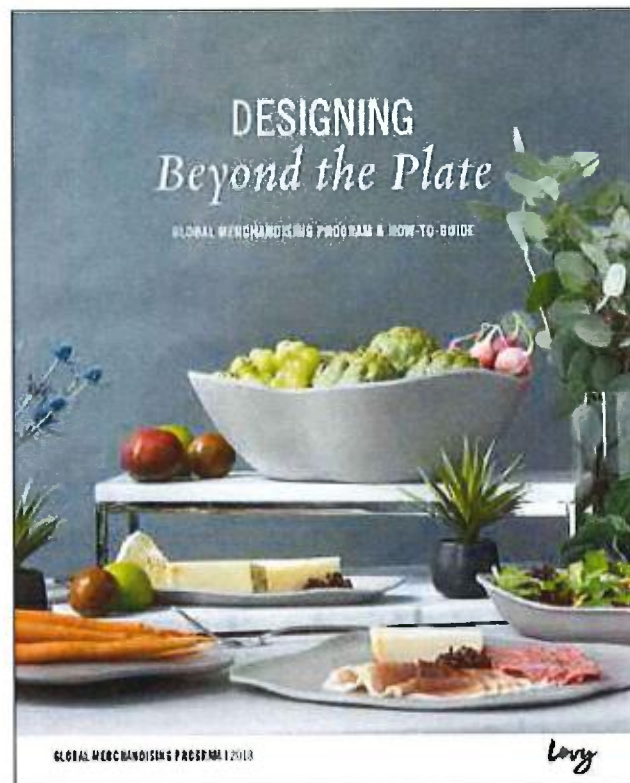


## Smallwares

The purposefully choreographed details of a highly impactful smallwares package are a necessity. With catered and premium spaces to consider, it will be essential to create an overall system and look for the venue with enough flexibility to create a distinct look and/or functionality for each space.

We will:

- Select compelling smallwares and serving statements with careful attention to all of the little details that stand out and delight our guests
- Find design that respects durability, scale, and storage challenges
- Incorporate Levy's Merchandising Must-Do's:
  - Streamline Your Color Story
  - Respect Your Material Palette
  - Look Fresh
  - Utilize Purposeful Layering



*We will work with you to select the right smallwares for your venue.*

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## UNIFORM PROGRAM

At Levy, we view every aspect of team members' attire as a way to voice the personality, hospitality, professionalism, and uniqueness of Santa Clara Convention Center. Team members that are well-uniformed exude the local pride that they "wear on their sleeve" and bring that passion to every guest interaction. Our uniform program will include all of the team members at Santa Clara Convention Center and will appeal to the guests, as well as the team members. Uniforms will be designed, sourced, and shared with team members as an integral part of the new food and beverage experience.

### Guiding Principles For Procurement Of Uniforms

- Cohesive branding to position team members as an extension of Santa Clara Convention Center
- Hospitality friendly fabrics for durability
- Modern styling with latest fashion trends
- Tiered based on team member roles for distinction
- Team member style pride, easy to work in, and stylish
- On-budget
- Color selection in modern palette for cohesiveness in environment
- Ease of reordering

### Restaurants and Cafes



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

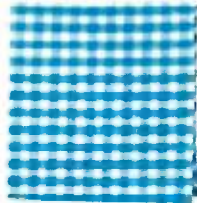
## Culinary



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Special Events



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## SUSTAINABLE OPERATIONS

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

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

### Sustainability Overview

We manage successful and ambitious sustainability and recycling programs as part of our Corporate Social Responsibility initiative. We prioritize sustainability because we understand the responsibility and impact we have on the environment and in the community as a result of our market presence. We believe convention centers are the perfect large, urban spaces to integrate greenery, educate large numbers of people, and experiment with initiatives which can minimize the impact on our shared environment. In alignment with the Santa Clara Convention Center, we are committed to the local community and environmental stewardship.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Sustainability Strategy

Select sustainability highlights include:

- Locations partner with nearby local food pantries, local chapters of the Food Recovery Network, and other organizations dedicated to feeding the hungry. All unserved food that meets donating requirements is donated to help feed those in need, resulting in more than 750,000 pounds of food each year.
- Facilities feature new Combi Ovens, Convection Ovens, and Dish Machines which bring utility savings over prior equipment.
- BPI certification is often required for locations and many of our manufacturing partners are BPI certified – including Fabri-Kal, Solo, Tork, Primeware, etc.
- When necessary, chemicals on location are often selected from Ecolab's Apex line – which has less environmental impact.
- We partner with other sectors of Levy's parent company, Compass Group, such as Bon Appétit Management Company, to ensure sustainable practices are employed throughout our supply chain.



As part of our core values, we are committed to everyday sustainable practices and greener spaces for the Santa Clara Convention Center.

## Food Supply Approach: Think Globally / Act Locally

Through our Corporate Social Responsibility program, we recognize and address issues within the global food supply to benefit our environment and the people who consume the meals we prepare. In addition, we encourage our vendors to learn from our initiatives and make similar significant adjustments and changes to their supply and practices as well.

In addition to our own internal practices, we have also partnered with clients to adhere to local sustainability regulations. Whether by committing to sourcing local produce or partnering with a regional purveyor that uses hydroponic farming, we are always on the lookout for ways to make our hospitality a little more sustainable.

Our purchasing standards and programs throughout our supply chain include:

- Farm to Fork: local, small farmers
- Ag in the Middle: local, medium sized farmers
- Fish to Fork: local fisheries
- Locally Crafted: local wines, breads, honeys, oils, etc.
- Imperfectly Delicious Produce: “rescues” produce that does not meet an artificial standard of attractiveness, and therefore prevents food and water waste

The programs carry the following certifications:





## Recycling Strategy

Our commitment to sustainability extends far beyond food. We employ a full portfolio of post-consumer and compostable products to support our smallwares, serving, and paper needs. We can guarantee that every single item our guests touch within the above categories will be an eco-friendly option.

Our strategies are part of our everyday operations and our practiced recycling and sustainability program has been implemented throughout 100% our locations and venues

- A selection of our recycling successes include:
- Promoting longer lasting china, glass, and silverware rather than disposables, allowing reduction of single-use disposables in many facilities.
- All Disposables, including carry-out/to-go containers and most concession napkins, are made of compostable, recyclable, or post-consumer materials
- Setting up composting at the facility
- Recycling bins are placed in most consumer areas
- Recycling grease at all locations, and is often repurposed for biodiesel purposes
- Replacing plastic offerings – including plates, straws, and cups – with paper
- Encouraging paperless practices in the offices. When required, we promote double-sided printing and utilize recycled copy paper and refurbished toner cartridges.

## Implementation Process

Sustainability requires participation organization-wide. Understanding the importance of having a champion for the cause, our Director of Purchasing will own this initiative. Managing the roadmap below will be the responsibility of our Director of Purchasing.

## Five Year Roadmap



### 2020

Develop a zero waste team. This team will ensure robust composting, recycling, and food waste recovery programs are in place by mid-2020. We will have a goal of reaching at least an 80% waste diversion rate by 2024, which can only be achieved if we ensure that the material brought into the building can be recycled, composted, donated, or taken back by the company that produced it.



### 2020

Attend conferences for sustainability best practices. We are always looking for more ways to donate time and resources to California's in need and to help our clients do the same. Partnerships are key to our success, and we will continue to work with our clients and community on developing the most beneficial and innovative programs. Attend the Global Climate Action Summit and/or other conferences in 2020 and ongoing to gain insight to new practices that we can bring to our facility and community with the goal of supporting at least two events annually.



### Fall 2020

Engage the Center for Sustainability at Santa Clara University. Engaging in the community to build a sustainable future is key to Santa Clara and California. We will partner with the Santa Clara University, to work on initiatives on the rooftop garden and participate in Earth Day celebrations for the community. We will also look to work with them on projects to focus on waste reduction and energy efficiencies, so they will not only be our partner but yours too. Educating our younger community through the school system is also key in order to focus on our impact today but those who will continue to impact the future.





## 2021

Create sustainability internship opportunity. In working with our Santa Clara University partners, we will develop an internship opportunity for one SCU student to work with our teams throughout the year. With a focus on employee training, marketing, and one new initiative each semester, we will be focusing on continual improvement of our teams throughout the year.



## 2021

Establish vision for Rooftop Garden and partner with SummerWinds Nursery - Cupertino, Our City Forest Nursery, or Yamagami's Nursery. Working collectively with Santa Clara Convention Center, Santa Clara University, and our Sustainability Intern, we will look to form a sustainability committee for the Center that will establish the direction for the Rooftop Garden. By having a relationship with Chef's Choice Produce as a subcontractor, we will also look to partner with them for development of the garden's look and feel, providing a plan for the balance between edibles and decorative enhancements.



## 2022

Commit to sustainable purchasing. We know that the largest portion of our carbon footprint comes from our supply chain. We will begin working to make life better for residents both today and in the future by opting for small and local when able for sourcing and transportation of the products we serve. We will eliminate all plastic straws immediately in 2020 and look for other ways to eliminate plastics through water station and reusable bottles, etc. All disposable wares will be compostable when we open the doors. By 2022 we will have designed climate friendly menus where 75% of ingredients are sourced from within a 200 mile radius.



## 2022

Support California and Santa Clara County suppliers. We are California Proud. On day one we will set a target of 25% of food and beverage purchases with a goal of 45% by 2022. We will work with local vendors and leverage our relationships with partners who have invested in being a part of this program.



## 2024

Attain food purchasing goals in partnership. With our Levy and Compass footprint in the California market, we will take the opportunity to partner in sustainable opportunities as a united front and support local farmers to help them grow their operation, which will drive our local purchasing abilities. We will pursue purchases directly from the farms at SCU and surrounding areas. We will take the opportunity to focus on key elements of California's core crops and agriculture, like almonds, walnuts, grapes, strawberries, oranges, asparagus, cucumbers, peppers and spinach, and target a goal of 5% of food purchases by 2024.



## Measurements

We see huge opportunities within our venues to make our spaces greener and will bring our best practices to the Santa Clara Convention Center. We have successfully put recycling and sustainability at the forefront with partners like the Austin Convention Center, and Huntington Convention Center of Cleveland, to name a few. We share the Santa Clara Convention Center's passion for sustainability and our commitment is backed by the incredible initiatives and results we have realized nationwide. Examples of how we measure our success can be found in the following success stories.

### Success Story: The Austin Convention Center



We partner with the Austin Convention Center to support their LEED Gold Certification, undertaking a holistic sustainability and conservation program to reduce waste and use resources wisely.

Together we:

- Recycle cooking oil
- Divert 1.8 million pounds of paper, plastic, glass, and aluminum from landfills through a comprehensive recycling program, 70 percent of the center's waste
- Compost 237 thousand pounds of food scraps annually
- Partner with Mobile Loaves and Fishes and Angel House Soup Kitchen to ensure all prepared meals feed the Austin community
- Ensure 100 percent of servingware in concession is made from compostable material



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Success Story: The Huntington Convention Center of Cleveland



Under the inspiration and leadership of our culinary team, the team made the center into an urban farm that supported the center and served as a beacon of advocacy in the industry. The urban farm was created to inhabit the public malls which are adjacent to the facility as well as the green roof above the ballroom. The original plan included a small apiary to advocate for sustainable farming practices and included two beehives.

Today, our urban farm contains:

- Over 20 colonies of honey bees
- Egg-laying chickens
- Heritage-bred hogs
- A quarter of an acre of sustainably grown vegetables and fruit trees
- The farm yields fresh produce, 400 dozen eggs and 2,000 pounds of honey that makes its way into recipes and a proprietary line of lip balms and lotions for meeting planners. The hogs compost nearly 25,000 pounds of kitchen scraps and trimmings annually. The farm and its inhabitants have been feature of national stories and media coverage.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## FOOD PREPARATION QUALITY STANDARDS

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

Our objective is to provide a safe and healthy environment for all team members and guests. This includes a commitment to the proper handling, storage, preparation, and presentation of all food items. We uphold high standards for food and beverage practices and ensure quality guest experiences as a result.

Our core goal is the maintenance of a clean and orderly operation at all times in every foodservice area of responsibility, including kitchens, dining areas, concession services, warehouse, loading docks, and business offices. This is a direct reflection of our integrity and commitment to consistently operate at the highest levels. Our training modules, regular inspections, and outlined procedures ensure we are fulfilling our core goal.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Loss Prevention Program

We have developed and implemented a comprehensive Loss Prevention Program that specifies uniform and standardized policies and procedures we developed to be implemented in all locations, covering loss prevention, safety practices, food sanitation standards, and claims reporting.

## Safety and Inspections

We engage safety professionals at Compass Group and an outside sanitation consultant (Willis Group and UL/Everclean Services) to conduct cleanliness, food safety, sanitation, HACCP inspections, and training. Safety Inspections ensure the location's compliance with federal, state, and local requirements for sanitation, cleanliness, and serving safe food.

## Sanitation and Risk Management

Serving our guests safely is our number one priority. Our orientation will provide new starters with the knowledge and skills to prevent food borne illness or accidents. This training includes:

- Spotting and reporting hazards
- Preventing common causes of injury
- Prevention of contamination
- Sanitation and temperature control

All team members are required to pass a test to prove that they meet the proficiency requirements to be successful in their role.



## Responsible Alcohol Service

With the tremendous risks involved in serving alcohol for the Santa Clara Convention Center and Levy, this is an area which we can never do enough.

We have an outstanding Responsible Alcohol Service Program, called "Family Serving Family Responsibly!" We have partnered with the leader in the industry of responsible alcohol training, ServSafe Solutions, to help deliver our on-site and online alcohol training.



WE ARE PROUD TO DELIVER  
HOSPITALITY THAT IS  
PERFECTED IN THE DETAILS.  
WE KNOW OUR FOOD  
TELLS A STORY AND THAT  
STORY MUST REFLECT  
OUR EXPECTATIONS FOR  
QUALITY SERVICE.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## APPROACH TO INNOVATION

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

In Section 15.6.4 Products and Services Offered at Other Facilities, we shared our organization's commitment to innovation. That spirit allows us to continually innovate with our partners and remain focused on delivering a quality, cost effective product. This section outlines Levy's differentiated approach that fuels our innovation story.

**AT THE CORE OF OUR PROGRAM IS THE DEVELOPMENT OF THE RIGHT PRODUCT, TARGETED TO THE RIGHT AUDIENCE, OFFERED AT THE RIGHT PRICE.**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Specialized Convention Center Team

We are the only food service and beverage company in the industry to operate a dedicated convention center division. We are proud to have formed a specialized division specifically for our convention center business in 2017 with a commitment to dedicating a talented team whose specific role is to understand the unique needs of our convention center partner and guests. Our Division President, Cindy van Rensburg, leads a team of highly trained and sophisticated experts. We have a strong track record of driving growth for these venues as a result of our dedicated talent and best practice sharing across the division.

## Restaurateur-driven Food And Beverage Experiences

Our restaurateur roots and our belief that good food is always a cause for celebration distinguishes us from other companies in the foodservice industry. We understand the importance of customization, recognition, and convenience. With our roots, we also rely on our collective restaurant quality dining expertise to create and serve memorable experiences that exceed our guests' expectations. We were the pioneers who brought fine dining to convention centers and sports and entertainment venues, and we continue to think and operate like pathfinders, always striving to deliver more value and better results for our partners. We believe that the quality of food and the level of hospitality should equal, if not surpass, the experiences guests have at iconic venues, and also deliver the best the city has to offer, all under one roof.

## Food Story Designed For Every Market

To ensure a truly localized experience, we design a Food Story with each of our partners that celebrates the unique aspects of the market they are in. The Food Story is constantly evolving and adapts to meet the changing needs of our guests. We are always seeking new ways to activate our Food Story through the creation of signature items, marketing initiatives, and new experiences.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Market Research

Market research is about knowing your guests and your potential guest inside and outside of your venue. To understand their behaviors and preferences, E15 synthesizes demographic and socioeconomic data creating robust profiles that deliver a 360-degree view of our customers. Market research ensures that we are offering the right products at the right price to the right people.

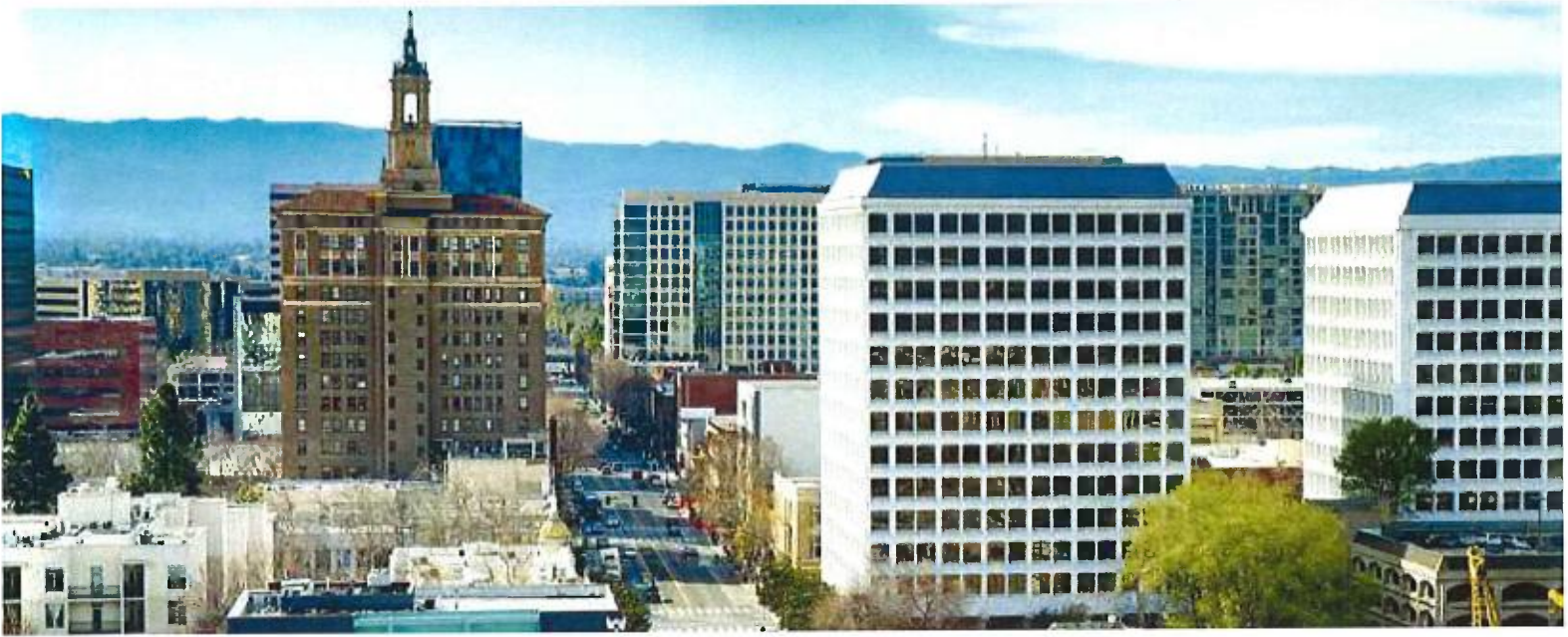
Part of that market research approach is examining these data based profiles, ZIP code by ZIP code, that surround your locations. Knowing your local population and its preferences can be used to tailor an experience that will make your facilities a draw for visitors and locals alike. Market Research information will help Santa Clara identify relevant partnerships for local vendors as well as potential sponsorships for the building.

## Pricing Strategy

E15's pricing strategy expertise is a collaborative effort that will be undertaken with your leadership. We have provided initial menu direction within our response, and we look forward to the opportunity to sit with you and collaborate on the process. Our detailed and proprietary-to-the-industry process involves our Culinary, Purchasing, and Finance teams working together E15 and their data to create a plan that ultimately ensures the right product, placement, pricing, and points of distribution throughout Santa Clara Convention Center.

Our differentiated approach to food, beverage, and hospitality in our convention centers delivers results and ensures we are serving the highest quality, most cost-effective products.





## SOCIAL RESPONSIBILITY/ COMMUNITY BENEFIT

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

At Levy, we are committed to building and engaging the communities we serve. Within this section, we have outlined the culture that influences every one of our decisions, the program we have envisioned for the Santa Clara Convention Center as well as the organizations we've identified as potential partnerships.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Our Culture

Our company culture has been built to celebrate inclusivity and diversity, and it serves as the foundation for every interaction and decision we make. Recognized by Forbes magazine for creating one of the nation's Best Places to Work, being a Best Employer for Women, and a Best Employer for Diversity, we are on these lists amongst innovative, forward-thinking companies like Google, Disney, and Whole Foods. The values that are at the very core of Levy, those celebrated by these awards, are at work across the country in all of our venues.

Forbes | 2018  
**AMERICA'S  
BEST LARGE  
EMPLOYERS**

POWERED BY STATISTA

Forbes | 2018  
**THE BEST  
EMPLOYERS  
for WOMEN**

POWERED BY STATISTA

Forbes | 2018  
**THE BEST  
EMPLOYERS  
for DIVERSITY**

POWERED BY STATISTA

Forbes | 2019  
**THE BEST  
EMPLOYERS  
for DIVERSITY**

POWERED BY STATISTA



## Success Story: Westside Works — The New Mercedes-Benz Stadium



The recent success of Mercedes-Benz Stadium in Atlanta included an example of our comprehensive and thoughtful Social

Responsibility Plan with the primary objective of providing equal opportunities for the neighborhoods immediately surrounding the stadium and throughout the city.

In partnership with the Arthur M. Blank Foundation, we founded the culinary development program of Westside Works. Westside Works is a long-term neighborhood program focused on creating employment opportunities and job training for residents of the Westside community of Atlanta, including Vine City, English Ave, Castleberry Hill and other contiguous neighborhood. In preparation for the stadium opening, we created a 8-week Culinary Academy that introduces students to kitchen safety protocols, international cuisine, baking and pastry, restaurant simulations, and an opportunity to receive Serve Safe Certification. Graduates have a path to employment with us and throughout metro Atlanta. Juliet Peters is our Culinary Instructor and the heart and soul of our programs at Westside Works.



**76 RESIDENTS  
TRAINED**

**69 PLACED IN  
LIVING-WAGE JOBS**

**60 RETAINING JOBS  
AFTER ONE YEAR**

**\$10 AVERAGE  
WAGE EARNED**

**\$831,551 TOTAL  
WAGES EARNED  
BY WORKING  
GRADUATES**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Your Social Responsibility Program: The Terra Spark Kitchen

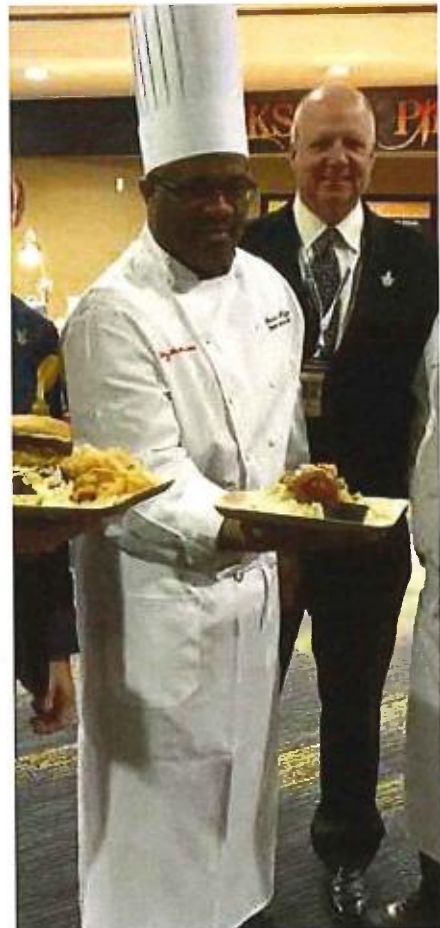


We have envisioned a similar program to Westside Works at Mercedes-Benz Stadium, tailored specifically for the marketplace and the Santa Clara Convention Center and look forward to collaborating with you to further develop our Social Responsibility Plan. We are excited to share our initial vision for a truly unique and game changing program as we believe it will be foundational to connecting more deeply with the community. Our goal is to empower and grow individuals with a passion for great food and hospitality into successful contributors to and entrepreneurs in their hometown and beyond.

### What Is The Terra Spark Kitchen?

The Terra Spark Kitchen is both a nest to nurture members of the at-risk communities and a springboard to launch emerging talent with training, development and mentoring as they start their hospitality careers and ultimately launch beyond our capabilities into the broader world. The Terra Spark Kitchen is designed to inspire long term positive change by fueling the creative spirit of Santa Clara and drive new career development opportunities.

As an employer in the California market and a potential extension of the Santa Clara Convention Center, we feel a responsibility to drive employment and economic growth in our community. We are zealous about offering opportunities that reach everyone in the city with an educational, skills, and career development program. This focus gave rise to the idea to create the Terra SparkKitchen because we believe that through career-focused, skills-based programs taught by operations experts in the hospitality field, we can impact the future.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Our Mission

### TERRA SPARK KITCHEN WILL DRIVE CHANGE IN 4 KEY WAYS:

#### 01. Career Training & Pathing

We will commit to being the resource for area residents interested in pursuing a hospitality career. Instructional staff will include subject matter experts, operations professionals, and chefs, all led by a designated leader of the Terra Spark Kitchen who will be part mentor and part director to oversee the program's administration in its entirety. This champion will provide the necessary ongoing leadership to maintain the quality and consistency of the program.

The Terra Spark Kitchen will offer students the choice of two tracks:

**1) Culinary Experience** (kitchen-based classes and skills training), and

**2) Guest Experience** (front-of-house hospitality-based classes and skills training). Taught over a series of consecutive 10 week semesters, curriculum will include classroom style programs along with operations and technical on-the-job skill-training. Graduation is the goal and contingent upon completion of training objectives, practical skills tests, and a final written exam. Curriculum will be shaped in the spirit of the programs that Levy has spent years successfully implementing for internal team members who have been hand selected to be part of our nationwide career development programs in markets from Chicago to Miami and New York to Portland.

#### 02. Internships & Apprenticeships

In addition to core curriculum, the Terra Spark Kitchen will be keenly focused on establishing mentoring and apprenticeship programs for our students. This will allow for hands on training and experience at other national Levy and Compass accounts under the guidance of our managers and chefs. Partnering with fellow culinarians and rising stars in the restaurant scene, we will also offer students the opportunity to learn from leaders in the hospitality community at-large to inspire and mentor with the broadest scope of talent possible. Levy will create hospitality and culinary internships, jobs, and career opportunities at the Santa Clara Convention Center and at other Levy and Compass venues across our nationwide portfolio.



### 03. Job Placement

Levy is fully committed to guaranteeing 100% job placement for graduates. Placement into our current venues and restaurant partner venues will allow for the graduates to turn their career aspirations into reality. Additionally, we will have the ability to expand our placement capabilities throughout the Compass network of California-based companies. Graduates will continue to have access to mentors and educators to provide ongoing career development support well beyond graduation.

### 04. Emerging Talent Mentorships & Incubation

To ignite growth and diversity, which are hallmarks of the California marketplace, we will target dreamers, entrepreneurs, and emerging talent to help them further refine their skills to shorten the runway to fully establishing a sustainable path. We will coach them, challenge them, and work with you to identify a location(s) in or around the Santa Clara Convention Center in the form of a portable cart, or concession location to stand up their ideas for feedback.

Additionally, we would introduce them into the Compass Foodbuy network, the largest such purchasing outlet in the world. Through the Terra Spark Kitchen our goal is to help them further refine their development process, hone their hard-skills around recipe generation and production, as well as the essential skills (finance, marketing, etc.) and ultimately launch their business and establish strong roots in the marketplace with potential beyond.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Plan of Action

### SHORT-TERM:

In the interests of rolling out the program immediately and effectively and to gain traction in the short-term:

- Terra Spark Kitchen will be facilitated by our hospitality experts via classroom training as well as on-site cross training at our Levy and Compass local California venues.
- Recruiting would begin immediately and we would partner with local organizations that we are already working with directly
- Job training and placement will begin immediately.

### LONG-TERM:

Future plans for the Terra Spark Kitchen include:

- Formalization of Terra Spark Kitchen vision and mission with all appropriate parties
- A search for leader of the Terra Spark Kitchen
- Additional sponsorship for the funding of the Terra Spark Kitchen will be pursued through the network of Levy partners (ie. kitchen equipment, etc.) as well as Compass network of California companies.
- The leader will be in place to fully develop and formalize the (4) key initiatives of the Academy.

We look forward to growing careers and nourishing Santa Clara with you.

## Levy Cares & Potential Partnership Organizations



### Levy Cares Philosophy

Through our charitable wing, Levy Cares, every one of our locations builds a plan to work with their partner to support causes that are important to the partner and to the community. While we support a wide variety of worthy causes and efforts, Levy Cares primarily focuses on protecting our planet through green initiatives, battling hunger through donating unserved food, and supporting children and families through providing incredible experiences. Our key charitable partners across the nation are Feeding America, The Make-A-Wish Foundation, and Ronald McDonald House Charities. As our Levy family has grown over the Company's rich history, so has our ability to make a difference.

**Together, we  
volunteer more  
than 11,000  
hours annually  
to support local  
causes.**



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Potential Partner Organizations In California

Given our size and buying power, we have a tremendous opportunity to impact the marketplace. By choosing to support farmers and other purveyors that practice humane and sustainable operations, we not only provide our partners and guests with the best products and services available, but we also help support socially responsible businesses.

Within the California marketplace, we have established relationships and look forward to developing additional partnerships in alignment with the Santa Clara Convention Center. We will work with you to determine the right opportunities to partner with the organizations listed below and beyond.

### PROPOSED PARTNERSHIPS

#### LifeMoves

LifeMoves provides interim housing and support services for homeless families and individuals in the Silicon Valley area. We would partner with LifeMoves to donate meals, providing assistance to a cause that has a true impact in our business. Additionally, for those using LifeMoves resources, we would work our career training and development teams to bring in individuals in the LifeMoves organization to our teaching kitchen, providing job opportunities and career growth.



#### Habitat for Community

Through Levy Cares, we are committed to encouraging employees to get involved in the local community. We would work with Habitat for Humanity in Silicon Valley, having local employees volunteer with the company and give back to the Santa Clara community.



#### Second Harvest Bank

The Second Harvest Food Bank provides food to more than a quarter of a million people in Santa Clara and San Mateo every month. In partnership with the Food Bank, we would donate meals on a daily basis and would encourage Levy employees to get involved in the food bank's efforts through volunteering.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## DOING BUSINESS WITH LOCAL VENDORS

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

Levy understands the power we have to change and support our communities. Within this section, we have outlined our commitment to supporting and enhancing the opportunities of small, local, and M/WBE businesses. Within Section 15.7.7 Social Responsibility/Community Benefit, we have provided information on a proposed community program, Terra Spark Kitchen, that will engage local educational hospitality programs. As an example of the programs we have in place at our other convention center properties, we have provided detail on our community program at the George R. Brown Convention Center.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Organizational Commitment

From an organizational perspective, Levy's parent company, Compass Group, works very hard to ensure we achieve real results in supplier diversity and small business enterprise. We intend for this diversity to be reflected at the Santa Clara Convention Center as well. Beyond Compass' emphasis on diversity, Levy has been recognized by Forbes as the number three company on their Best Employers for Diversity list in the United States in 2018 and 2019.



## Local Vendor Initiatives

Our professional staff has embodied the spirit of our corporate policies and is proud to be associated with projects that create employment and contracting opportunities. We will make every effort to ensure that M/WBE firms are afforded every opportunity to participate in the Santa Clara Convention Center, and that none are excluded due to any form of discrimination.

The assimilation of local and M/WBE business at the Santa Clara Convention Center is vital to cementing community relationships and building successful enterprises, and we are committed to engaging these businesses in Santa Clara's flourishing economy.

Levy is dedicated to implementing not only the most expedient and efficient program, but also one with maximum participation that can serve as a reference for other food and beverage organizations.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

We will focus on initiatives underlined by:

- **Outreach** - increasing the number of diverse suppliers that provide our customers with goods and services
- **Education** - helping M/WBE suppliers understand the business requirements to become a nominated and Certified supplier to the Santa Clara Convention Center
- **Equity** - ensuring M/WBE owners are treated fairly in the qualification, proposal, and contracting process
- **Supplier/Purchasing Development** - setting goals and tracking all expenditures and joint venture revenue with diverse suppliers
- **Support** - providing information and support to all customers relative to the availability of qualified M/WBE suppliers
- Through this program, we intend to stimulate small business activity and growth in the Santa Clara area.

## Community Engagement

Beyond the incorporation of local, M/WBE partnerships, we also engage with other local organizations like charities and schools for further enrichment of the community. Aligning with our partners on the social responsibility initiatives that are most important to them, we identify opportunities to make meaningful contributions that improve our communities.



## Success Story: Community Engagement In Houston



At George R. Brown Convention Center, we've immersed ourselves in the community and have committed to making an impact in education, the arts, and the underserved community. We are proud of our impact in Houston and bring this same ambition to each community we serve.

The following partnerships were established in our first 90 days of operation at George R. Brown Convention Center.

### EDUCATION

#### Texas Southern University

- Created internship and employment opportunities, a mentorship program and engagement of guest lecturers

#### Cristo Rey Jesuit High School

- Volunteer opportunities created for students to assist with tuition costs Ivy Educational and Charitable Foundation
- Sponsorship of the Ivy Educational and Charitable Foundation of Houston

### THE ARTS

#### High School of Performing and Visual Arts

- Partnership with the school includes volunteer opportunities and food donations for students

#### Houston First Resident Companies

- Working with the Houston First resident companies to align our community outreach projects to make the largest impact

### THE UNDERSERVED COMMUNITY

#### Houston Food Bank

- Donated products and engaged in team volunteer events Star of Hope
- Donated products, volunteering focused on resume writing and interview skills and created employment opportunities

#### Head Start

- Arranged guest lectures and mentorship opportunities Houston First Collaborations
- Created an inter-agency mentorship program, arranged a build-a-bike competition and aligned on future vision for increased community involvement

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## INVESTMENT

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

Our investment proposal is detailed in Section 15.9 Financial Proposal, and reflects the information provided for the equipment in Exhibit 1. Our operations and facilities planning professionals will also be available at no cost to the City to ensure the success of any planned improvements.

Our investment outlines areas that we have assessed as the largest areas of opportunity to promote revenue growth and guest satisfaction. We will work in collaboration with you to determine the right equipment to represent the Food Story we will define together for Santa Clara Convention Center. The following outlines our presentation standards, which will serve as a guide for our curation for the venue.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## Smallwares Philosophy

We know that every object a guest interacts with influences their experience. The purposefully choreographed details of a highly impactful smallwares package are a necessity. It will be essential to create an overall system and look for the venues with enough flexibility to create a distinct look and/or functionality for each space. We will leverage our Global Merchandising Program to provide you with a catalog of options.

## Catering Layouts

Our catering package doesn't stop with the right Food Story or branding. The catering presentation starts with our guests' eyes. It's why we don't do buffets, but rather Chef Tables. It's why we don't utilize chafers or what we call "food coffins." Our presentation focuses on the food and design first, with fresh ingredients and appealing smallwares packages that are both seasonal and on trend.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## TRANSITION PLAN

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

As passionate restaurateurs, we understand that the Food Story is a key element of the guest experience. Our ultimate goal within new business partnerships is to ensure that we create a seamless transition for your guests and surpass all pre-existing service expectations. To do so, we will provide a dedicated support team that specializes in new business transitions to oversee each milestone with full, transparent communication to guarantee that this transition is measured as a complete success.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





The Strategic Projects team, led by George Russell, transitions over \$1 billion in new business annually across all of Compass Group's sectors and they will manage the multidisciplinary support functions. This team brings a range of expertise to the project management system that most recently ensured the successful and concurrent transitions of Mississippi Coast Coliseum & Convention Center, George R. Brown Convention Center, Kentucky International Convention Center, Great Lakes Science Center, as well as the current transition of the Jacob K. Javits Center.



Upon contract award, our Project Manager, Kim Harrington, will direct the efforts of the dedicated transition team for the Santa Clara Convention Center. Her mission is to set specific goals, establish timelines, track progress, ensure accountability, and identify any operational gaps. She will partner directly with your leadership to streamline communication.

## Transition Timeline

Our team has already begun planning for the actions that will be taken between the award date and go-live date of January 1, 2020. The following Transition Plan provides a high level overview of those details. To ensure maximum efficiency, we will use the Issue Notice of Intended Award date of August 14, 2019 as the start of the transition plan.

Santa Clara Convention Center Transition Timeline Transition Plan									
	2019								
	August				September				
	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep
Vision Phase									
Planning Phase									
Activation Phase									
Implementation Phase									
Execution Phase									

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

	2019							
	October				November			
	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov	25-Nov
Vision Phase								
Planning Phase								
Activation Phase								
Implementation Phase								
Execution Phase								

	2019					2020				
	December					January				
	2-Dec	9-Dec	16-Dec	23-Dec	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	28-Jan
Vision Phase										
Planning Phase										
Activation Phase										
Implementation Phase										
Execution Phase										

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Proposed Plan

### Vision Phase: August 14 - September 30

- Project Manager kicks-off the transition and schedules a Partner Review + Site Visit
- Working in a fully aligned partnership with the City of Santa Clara, Levy will comply with the Worker Retention Ordinance. We will assess additional hiring needs as necessary following onboarding of the current staff
- Operations, Group Sales create a Meeting Planner FAQ and begin communicating with high priority clients with events following 1/1/2020
- Operations, E15 develop the hospitality strategy and competitive pricing analysis
- Operations, Culinary finalize concepts to bring the Santa Clara food story to life
- Culinary, Purchasing create partnerships with recognizable local, regional, and national brands
- Finance requests the dedicated accounts for your property
- IT recommends a Point-of-Sales system based on infrastructure and capability needs
- E15 combines existing data from the Santa Clara market with continued contextual guest research to uncover distinctive local guest opportunities
- Levy's corporate Communications team proposes a public relations plan to include press release, social media engagement, interviews and media tastings
- Levy's corporate Legal team submits applications for all permits and licenses

## Planning Phase: October 1 - November 17

- Project Manager confirms dates for on-site Meet & Greets, tastings, orientation, and training
- Operations submits Health Department paperwork
- Operations, Design propose uniform options
- Human Resources host Meet & Greets for hourly team members
- Human Resources hosts Local Vendor / Subcontractor Open House
- Operations, Group Sales review existing BEO's with clients and upload menus to the reservation system
- Culinary finalizes all proposed menus
- Culinary, Purchasing determine equipment needs based on menus
- Finance finalizes budgets for the upcoming reporting cycles
- IT orders Point-of-Sales, office equipment and creates installation plan
- Purchasing develops a buying plan with local suppliers to bid for best price offerings and capitalize on trend projections

## Activation Phase: November 18 - December 15

- Levy Convention Centers is provided with an on-site office for on-boarded team members, transition support, and shipment storage
- Operations, Human Resources finalize paperwork for all new hires
- Operations, Purchasing order product, uniforms, smallwares, equipment, and signage
- IT receives ordered equipment to image new user IT equipment, program payroll
- Purchasing finalizes cleaning and pest control schedules
- Communications, Group Sales complete the marketing materials for implementation with local and national publications

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Implementation Phase: December 16 - December 31

- Operations, Human Resources hosts orientation and training for all roles
- Operations, Purchasing conduct inventory
- Purchasing receives and distributes all orders
- IT tests firewalls and networks, stages Point-of-Sale systems for easy installation
- On 12/31 following the close of business, all team members begin thoroughly cleaning, installing equipment, organizing product and stocking stands for immediate event areas.

## Execution Phase: January 1+

- Management hosts pre-shift meetings with team members to speak to the areas of focus
- Food quality
- Guest experience
- Partner difference
- Human Resources conducts post-event team member reviews and enrolls managers into the corporate Management Academy flagship training program
- Operations, Group Sales, Communications hosts an open house to showcase signature items from our Santa Clara food story
- Operations hosts a post-takeover review with your organization to discuss successes and opportunities within the first 90 days
- Culinary donates left food to a non-profit organization and performs post-production analysis to record any waste to make adjustments on future orders
- Culinary adjusts offerings based on seasonality, food trends, and needed variety
- E15 deploys guest surveys to measure satisfaction and evaluate metrics to determine areas for immediate impact

## CASE STUDY: Transition Plan



### Levy's Seamless Transition And Immediate Impact In Houston

Levy enjoys working with our partners in creating solutions for their critical business issues. The following case studies point towards the quality performance recognitions we have received, as well as towards innovative marketing we have created in collaboration with our clients. Both the George R. Brown Convention Center and the Great Lakes Science Center were transitioned on October 1, 2017; you can see the impact we have made in a very short amount of time!

#### HIGHLIGHTS:

- Introduced a customized and localized Food Story
- Implemented strategic operational enhancements including new uniforms, pop-up experiences, as well as fresh and improved concepts
- Engaged in the community through partnerships within education, the arts, and underserved communities
- Retained and elevated existing staff through training programs with retention of 10 key managers and over 93% of previous provider's hourly team members
- Initiated partnership with Texas A&M to develop an Urban Apiary on GRB's roof as a sustainability effort



#### LOCATION:

1001 Avenida de las Americas, Houston, TX 77010

Partner Since: 2017

#### SITUATION:

Levy is committed to delivering the very best for our partners from Day One of our partnerships. At George R. Brown Convention Center, the first 90 days have produced outstanding results.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



*"I was extremely pleased with Levy. The transition from Aramark to Levy was seamless. Operations did an amazing job on site. Food quality was exceptional! This was the best experience we've had at a Convention Center in many years!"*

– Eric Laehn • Project Manager,  
Rockwell Automation

**90 DAYS IN**  
**ZERO CAPITAL SPENT**  
**20% BUSINESS GROWTH**

#### FINANCIAL IMPACT:

	BUDGET	ACTUAL	VARIANCE	PERCENTAGE
<b>October – Sales</b>	\$1,230,000	\$1,841,000	\$611,000	50%
<b>October – Profit</b>	\$434,000	\$838,000	\$404,000	93%
<b>November – Sales</b>	\$1,216,000	\$1,591,000	\$375,000	31%
<b>November – Profits</b>	\$303,000	\$375,000	\$72,000	24%

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## WE ARE READY FROM THE WORD 'GO'

Given the seismic nature of operating complex venues such as Santa Clara Convention Center, it's our core responsibility as your food and beverage partner to execute a smooth transition, mitigating any risk of disruption to the core business and services. Our dedicated transition team have already begun their behind the scenes preparation, from human resources and training of our staff, to contacting key stakeholders of the diverse event calendar to ensure that each and every guest will have a world-class hospitality experience from day one of operation.

Given the support of our global openings team, we assure you we are ready from the word "Go." To support our commitment to deliver a flawless transition and maximize your guests' experience, we have detailed below our last seven transitions, which we have done seamlessly within 21 to 60 days.

### Successful, Managed Transitions Drive Growth & Satisfaction



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## SUBCONTRACTING

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

### Our Approach To Subcontracting

We are a food and beverage company with a focus on supporting the local community and bringing the taste of Santa Clara into the Santa Clara Convention Center. Our evaluation process is rigorous and we work in collaboration with our partners to determine the proper utilization of these relationships within the venues we serve, evaluating both financial benefits and improvements to the guest experience.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

As these subcontractors are an extension of Levy and your brand, it is important that we choose the right partnerships that represent the city well and have the ability to supply the demand that comes with the opportunity. To ensure that this happens, our team follows best practices to manage the process.

Levy explores subcontractor partnerships that promote authenticity, offer reputational clout, and achieve community engagement goals.

## Minimum Standard Subcontractor Process

We evaluate all potential partners to ensure the alignment is right and that our values and vision are shared to create an optimal guest experience.

### Our process includes:

- Levy's General Manager/Assistant General Manager will visit the potential partner's location to observe their operation to understand quality standards are met in aspects of sanitation and guest interaction.
- If the partner is deemed a potential fit following the observation, a meeting is arranged with the manager or business owner to discuss logistics and expectations at our venue and a tasting is performed.
- We explore a range of partnership options and financial arrangements, including:
  - » Subcontractors servicing our restaurant and cafe operations
  - » Subcontractors servicing a catered event
  - » Suppliers delivering food that we execute
- We consider operational capabilities such as:
  - » What is the largest attendance the potential partner has serviced and in what period of time?
  - » Do they have a commissary to support the event?
  - » If it is a food truck operation, how many trucks do they have access to?
- We discuss:
  - » Insurance requirements
  - » Percentage split
  - » Payment terms
- We support our subcontractors by clearly outlining expectations and providing them with the right tools to be successful

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Benefits Levy Brings To Subcontractors

Proven guidance and training in improving their business includes:

- Menu development and pricing and cost analysis
- Marketing and visual appearance including stands, uniforms, and merchandising
- Safety and sanitation training to Levy's standards
- HR training and best practice sharing
- Granting them purchasing power through our network
- Providing equipment for their success or supporting arrangement of an equipment lease program
- Helping to facilitate opportunities outside of the venues
- Supporting their business and brand growth through coaching and resource sharing

### CELEBRATING OUR SUBCONTRACTOR RELATIONSHIPS



Levy CEO Andy Lansing, featured Lance Speck of Bohemian BBQ and Jae Kim of Chi'Lantro, subcontractors at Austin Convention Center, on an episode of his internal podcast, Hot Dogs With Andy.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Santa Clara Convention Center: Subcontracting Plan

Currently, there is no subcontractor representation at Santa Clara Convention Center. As we've outlined in Section 15.7.2 Branded Concepts, we see a significant opportunity to bring in local brands, such as the potential Food Fleet Food Truck partnerships. We plan to craft a program with you that curates the best partnerships for your Center.

For a list of branded concepts we are considering for the Santa Clara Convention Center, please refer to our response to Section 15.7.2 Branded Concepts.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## EMPLOYEE TRAINING

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

We know that providing top-tier hospitality to all guests of the Santa Clara Convention Center is important to you. Our approach has been honed for over 40 years in the hospitality industry. We center everything we do on our values of treating everyone as if they were personal guests in our home. Central to this is our approach to sourcing, training, motivating and developing our team to ensure they have the knowledge, skills, and behaviors needed to delight every single guest they encounter.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

We achieve this by:

- Sourcing members based on our hospitality values and behaviors
- Providing orientation training, including our G.U.E.S.T. Connect hospitality program, to all new and returning seasonal employees
- Using our team briefings to refresh and remind team members of our standards, celebrate successes, and address any shortcomings
- Rewarding and recognizing those who go above and beyond for our guests
- Training our managers and supervisors to pro-actively coach employees in service delivery



## Sourcing Strategy

We believe you can teach most things, but there are certain values and behaviors which people are simply born with. At Levy, as long as someone is nice and passionate, they have a place in our Company. We actively recruit for these attributes as well as skills and experience. We will source the right people to delight your guests by:

- Implementing a multi-layered sourcing approach
- Completing a robust interview and selection process
- Leveraging our existing locations in the area

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Multi-layered Sourcing Approach

- Building community connections with local culinary schools and other institutions
- Advertising on a range of media from newspapers to social media and our careers page
- Holding regular hiring events to generate interest
- Offering sign-up incentives and a referral scheme

## Robust Selection Process

Prior to being offered any form of position, all team members will complete our selection process:

- CV Screen and telephone interview
- Face-to-face behavioral interview

Managers will also complete psychometric and competency assessments.

## Leveraging Our Existing Teams in California

Our existing partnerships in California offer an existing framework of human resources. Team members will have additional work opportunities and we'll benefit from experienced team members who already know our standards and can quickly be brought up to speed on the expectations for your location. As well as part-time team members, the full-time managers at those locations will also be a great source of expertise and support during major events or exhibitions. The broader family of our parent company Compass Group will also be a resource for us to explore.

## Robust Recruiting Strategy

We'll ensure every event is fully resourced by adopting a multi-faceted recruitment strategy which will include:

- Building community connections with local culinary schools and other institutions
- Holding a non-profit open house and advertising campaign to attract groups
- Advertising on a range of media from newspapers to social media and our careers page
- Holding regular hiring events to generate interest
- Offering sign-up incentives and a referral scheme

## Robust Training For Our Managers

We equip and empower our managers to train their teams. We do this in a number of ways, but primarily through online resources and a regular calendar of Train the Trainers.

Our online resources comprise instructional videos and training aids as well as facilitator packs and notes. Train the Trainers are also held throughout the year to support managers in delivering our orientation training to a high standard as well becoming certified to deliver our Responsible Alcohol Service program.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Champion Development Team

The Levy Convention Centers division has some of the best people in our industry. Our Champion Development program allows us to leverage their expertise and drive continual improvement at our locations. Our development champions develop and evolve our standards and processes but also support the training of our managers. They will be part of the initial contract mobilization and for the lifetime of the contract will be a mentor and support for the teams on site.

The focus of the Champion Development teams and toolkits include:

- Enabling team members to become mentors and teach
- Helping evolve areas where there is a need for development
- Assisting with new openings and transition of properties
- Training and developing new leaders within each department/discipline within our convention centers
- Standardizing processes and practices

## Orientation Training – Creating Legends

Everyone who joins our Company, whether at our corporate office or as a temporary worker for an event, completes our 'Creating Legends' orientation program on or before their first day.

A fun and engaging welcome to Levy, Creating Legends covers a range of topics to prepare them to perform brilliantly in their role:

- The location and Levy
- Hospitality training
- Safety and sanitation
- Responsible Alcohol Service
- Conduct and behavioral standards
- Skills training relevant to their role

We believe it's important for our teams to feel proud to represent the Santa Clara Convention Center. We use a blend of videos and activities to generate excitement, outline our values, and introduce them to the team they've joined. Our goal is for team members to leave the session ambassadors for your location and excited to greet guests.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## G.U.E.S.T. Connect – Hospitality Training

We serve millions of guests each year and every single one of those interactions matters to us. The G.U.E.S.T. Connect program is our mechanism for delivering a consistently awesome experience to every single person they encounter.



### PHILOSOPHY

We believe our purpose is to provide hospitality, not just a service. What's the difference? Well, we empower our teams to do whatever it takes to enhance the experience of our guests. If a guest has a need outside of our usual duties, we own the responsibility of helping them.

Our success in achieving this is demonstrated in our 'Levy Legend' recognition program which has seen members of the Levy family rewarded for going above and beyond to ensure guests have the best time with us possible.

### STRUCTURE

The program is structured around G.U.E.S.T. which outlines our steps of service.

- **Greet** – offer a warm and genuine welcome to everyone
- **Understand** – tailor your service to the guest you are serving
- **Exceed** – identify opportunities to go beyond their expectations
- **Support** – if anything goes wrong for the guest, fix it
- **Thank** – offer a thank you and a fond farewell to everyone you encounter

### SUSTAINABILITY

Practically every company has a service philosophy and acronym. Our differentiator is how we implement and sustain positive service behaviors through inspired training, pre-event reminders, and an aligned reward and recognition program. You can be sure our teams will be ready to provide great service from their first day and that their performance will only get better over time.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Sanitation and Risk Management

Serving our guests safely is our number one priority. Our orientation will provide new starters with the knowledge and skills to prevent food borne illness or accidents. This training includes:

- Spotting and reporting hazards
- Preventing common causes of injury
- Prevention of contamination
- Sanitation and temperature control

All team members are required to pass a test to prove that they meet the proficiency requirements to be successful in their role.

## Responsible Alcohol Service

With the tremendous risks involved in serving alcohol for the Santa Clara Convention Center and Levy, this is an area which we can never do enough.

We have an outstanding Responsible Alcohol Service Program, called "Family Serving Family Responsibly!" We have partnered with the leader in the industry of responsible alcohol training, ServSafe Solutions, to help deliver our on-site and online alcohol training.

### THREE-PRONGED EDUCATIONAL APPROACH

1. All team members complete a 20 minute online training introducing them to core principles of responsible alcohol service.
2. All Front-of-House team members will attend location led ServSafe certification training led by location Alcohol Safety Coordinators at least once every two years.
3. We will utilize team pre-shift briefings, before events where alcohol is served, to consistently remind team members of the importance of alcohol service principles.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Skills Training

We believe that the first day of an event or season shouldn't be a 'trial run'. We ensure all team members have the skills and experience to perform in their roles from their very first day. Skills training is role specific and focuses on:

- Understanding the location layout and how to navigate it
- Core activities of their role – use of registers, plating food, and so on
- Practice and feedback



## Levy G.U.E.S.T. Connect Partner Series

While Levy is one of the most visible guest-facing teams at a location, they are only one of several teams that impact the experience of your guests. We developed the Levy G.U.E.S.T. Connect Partner Series to build bespoke, location-wide service management programs. By partnering with all guest-facing businesses at the location, the Levy G.U.E.S.T. Connect Partner Series will design a desired cultural identity by applying our tried and tested process of:

- Cultural insights assessment
- Executive and manager workshops
- Bespoke training collateral
- Development of Platinum Standards and recognition program for all team members
- Custom designed materials

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Ongoing Training & Enrichment

We wake up every single day thinking about how we can be better. Continual employee training ensures that every guest's experience at our location is continually evolving and improving.

We deliver this in a variety of ways:

- Focused team pre-shifts
- Coaching and recognition
- Mid-season / ongoing training

## Focused Team Briefings

The team brief is a sacred time in Levy. It sets the tone for the shift, is an opportunity to refresh knowledge, recognize success, and address opportunities for improvement.

Briefing topics typically focus on one of the following learning areas:

- **Hospitality moments** – based on our GUEST Connect philosophy, these 5 minute sessions cover a range of topics which reinforce our behavioral standards
- **Safety and sanitation** – led by our on-site coordinators, the safety and sanitation topics focus on a range of areas which are critical to our safety and sanitation standards and are continually refreshed and re-enforced throughout the season or year
- **Responsible Alcohol Service** – Continual refreshers and reminders of our alcohol service standards

## Coaching and Recognition

All our managers are trained to deliver in-the-moment coaching to team members and proactively recognize and reward great service behavior through positive feedback and our Levy Legends recognition program.

## Training Programs That Will Be Implemented

The training programs we propose to offer are grouped into three buckets:

- Onboarding and Orientation
- Compliance, System, and Technical Training
- Talent Development

### Onboarding and Orientation

#### #BESTDAYEVER

Joining a new organization shouldn't be stressful. At Levy, we believe it should be your #Bestdayever! Our onboarding process starts the moment a candidate accepts an offer with us and guides them through their first 6 weeks which not only welcomes new managers but provides them with the training and knowledge they need to be successful in their role. Managers who join us gain:

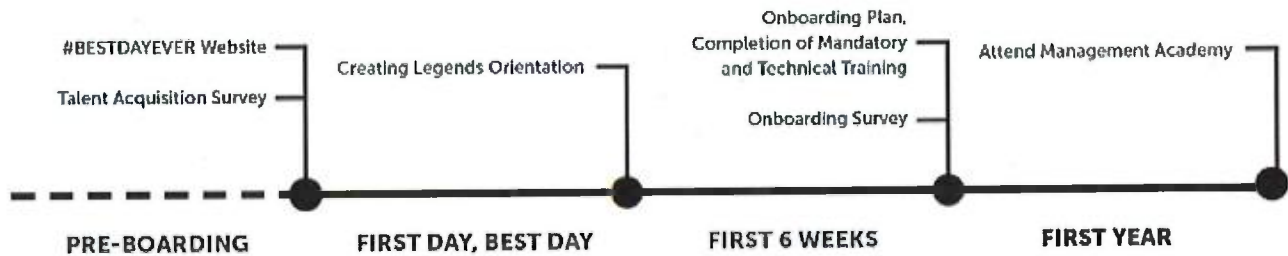


- Access to the #Bestdayever website with an array of resources to get new starters excited
- Structured guidance and mentoring through their first few weeks
- Setting up meetings with key stakeholders and colleagues to help bring them up to speed as quickly as possible
- A warm welcome and all of the equipment and tools needed to be successful from day one

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



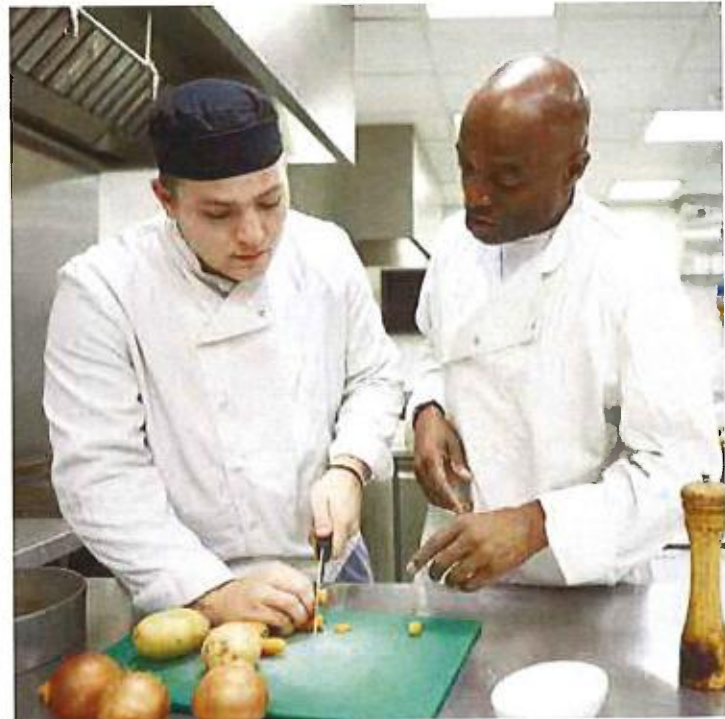
The following outlines the journey for a new salaried manager joining Levy:



## CREATING LEGENDS

Everyone who joins Levy completes our Creating Legends program on or before their first day with us. Creating Legends covers a range of areas including

- The location and Levy
- G.U.E.S.T. Connect hospitality philosophy and standards
- Safety and sanitation
- Responsible Alcohol Service
- Conduct and behavioral standards
- Skills training relevant to their role



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## LEVY MANAGEMENT ACADEMY

Management Academy is our flagship training program for all management team members. A week long learning extravaganza, Management Academy touches all areas of being successful with Levy including:



<b>Culture and Values</b>	Levy History Class Leadership Panel What It Takes To Be Successful At Levy – Andy Lansing, CEO
<b>Regulatory and Compliance</b>	Risk Management Legal Awareness Managing Responsible Alcohol Service
<b>Leadership Skills</b>	Coaching and Mentoring Creative Thinking Diversity and Inclusion

Held across five different iconic locations in Chicago, Management Academy makes a huge impact on the engagement and capability of our managers. 87% agree that attending Management Academy improved their effectiveness as a manager and leader. 92% told us it helped them feel aligned to the values and strategy of the company. What's more, attendance at Management Academy has a real impact on the retention of our people, with those who are part of the program staying with the company on average 18 months longer.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Compliance, System and Technical Training

Levy Managers have access to a broad array of Compliance and Management development training which can be completed at any time or on any device. This training includes:

<b>Compliance Training</b>	Preventing Workplace Harassment
	Wage and Hour Training
	Cybersecurity
	Risk Management
<b>Management Development</b>	Investigation Skills
	Online Leadership Training
	Financial Acumen
<b>System Training</b>	Just-in-time learning available to managers whenever they need it via a 'guidance and engagement' system which offers a range of process demonstrations and tutorials
<b>Role Specific Training</b>	We bring our standard operating procedures to life using video tutorials. From completing kitchen sanitation checks to setting up a premium area, all of our managers have access to training at their fingertips



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Talent Development

Our talent and career development framework offers career advancement opportunity to all managers whilst building a strong pipeline of internal talent. From our Keys to the Future hourly development program to our Regional Leader 'Leadership Accelerator' program, there is a program to help every manager reach the next level.



Regional Leaders

**LEADERSHIP  
ACCELERATOR**

Directors of Operations/  
Vice Presidents Hospitality

**TOP GUN**  
**ASCENSION**

Heads of  
Department/ADO's

**ENVOY**

Entry Level Managers

project readiness  
**UNIT**

New Graduates

manager in training  
**MIT**  
CAREERS IN MOTION

Hourly Associates

**Levy**  
**KEYS TO THE FUTURE**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Talent and Career Development Options

Program	Description
<b>Keys to the Future</b>	We believe the best leaders are those who grow through the ranks of the business. Keys to the Future has been around since the start of our company and provides our team members with the training they need to prepare them to take a step into management. Thousands of people have progressed through the Keys to the Future program, including our Chief People Officer who joined us a hostess and went on to join the executive board of our company.
<b>Manager In Training (MIT)</b>	We partner with a range of schools across the US to select the most promising grads to join our Manager In Training (MIT) program. Over three months, participants learn all facets of our business and complete leadership development to prepare them for management.
<b>Project Readiness</b>	Project Readiness takes entry level managers and prepares them for a department lead role. A blended course, participants complete online and classroom training over the course of 12 months.
<b>Envoy</b>	Envoy develops a pipeline of future location leaders. Focused on leadership and the mechanisms of developing and maintaining a positive workplace culture
<b>Top Gun</b>	Top gun is our exclusive program for high potential future leaders and prepares them to lead a marquee location or step into a regional leadership position.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Summary

Everything we do will center on providing top-tier hospitality. Our approach to recruiting, training, supervising, and motivating team members will ensure they have the knowledge, skills, and behaviors they need to delight every single guest they encounter.

We achieve this through:

- Sourcing members based on our hospitality values and behaviors
- Deploying Management professionals with the training and experience they need to administer our training programs
- Delivering inspiring orientations and well thought-out onboarding plans
- Ensuring all team members receive the training they need to be effective in their role and be legally compliant
- Implementing a calendar of continual refresher training to maintain and develop team member competence

We know that training and development have a critical role to play in delivering a wonderful guest experience. Further, this experience is amplified when every team and department in the building is united by a common purpose, philosophy, and set of behaviors so that whomever a guest interacts with in the building, they experience the same heartfelt hospitality.





## FINANCIAL REPORTING

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

### Event Revenue Reporting

Levy's Finance team and E15 team work together to provide our partners with relevant information that allows us to drive our business together. Our data-driven approach to business is incorporated in all aspects of operations. Our fervent commitment to gathering, reviewing, and leveraging data to support key management decisions is evidenced in all areas from forecasting, budgeting, menu development, pricing, to retail product selection, labor management, purchasing, promotional programming, and more.

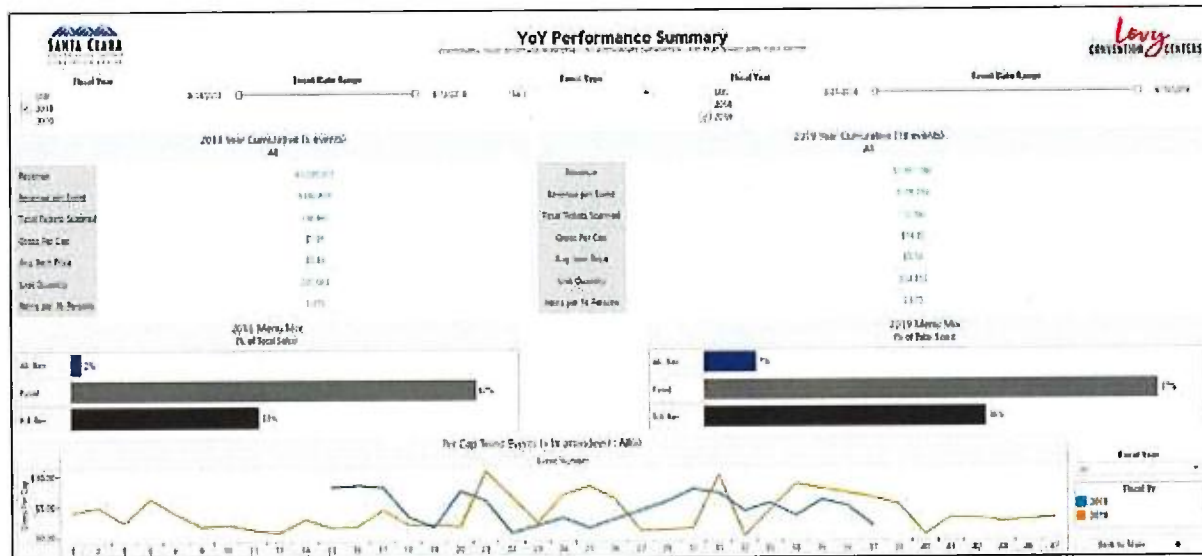
This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

Our Finance team will provide flash reports after each event that highlight sales by area, per caps, and year-over-year comps where appropriate. This information is then consolidated into a monthly financial report. To supplement this information, E15 puts together reporting dashboards that provide a deep-dive into key areas of focus. As a standard practice, we will sit down with you to understand what information you would like to see and in which format. This is a fully transparent relationship and we will provide as much or as little detail as you would like.

Our goal with our proprietary dashboard reporting is to highlight key trends within areas of the location, SKUs, and timing metrics to help our operators more efficiently manage the business.

## Sample Report

An example of a dashboard is shown below:

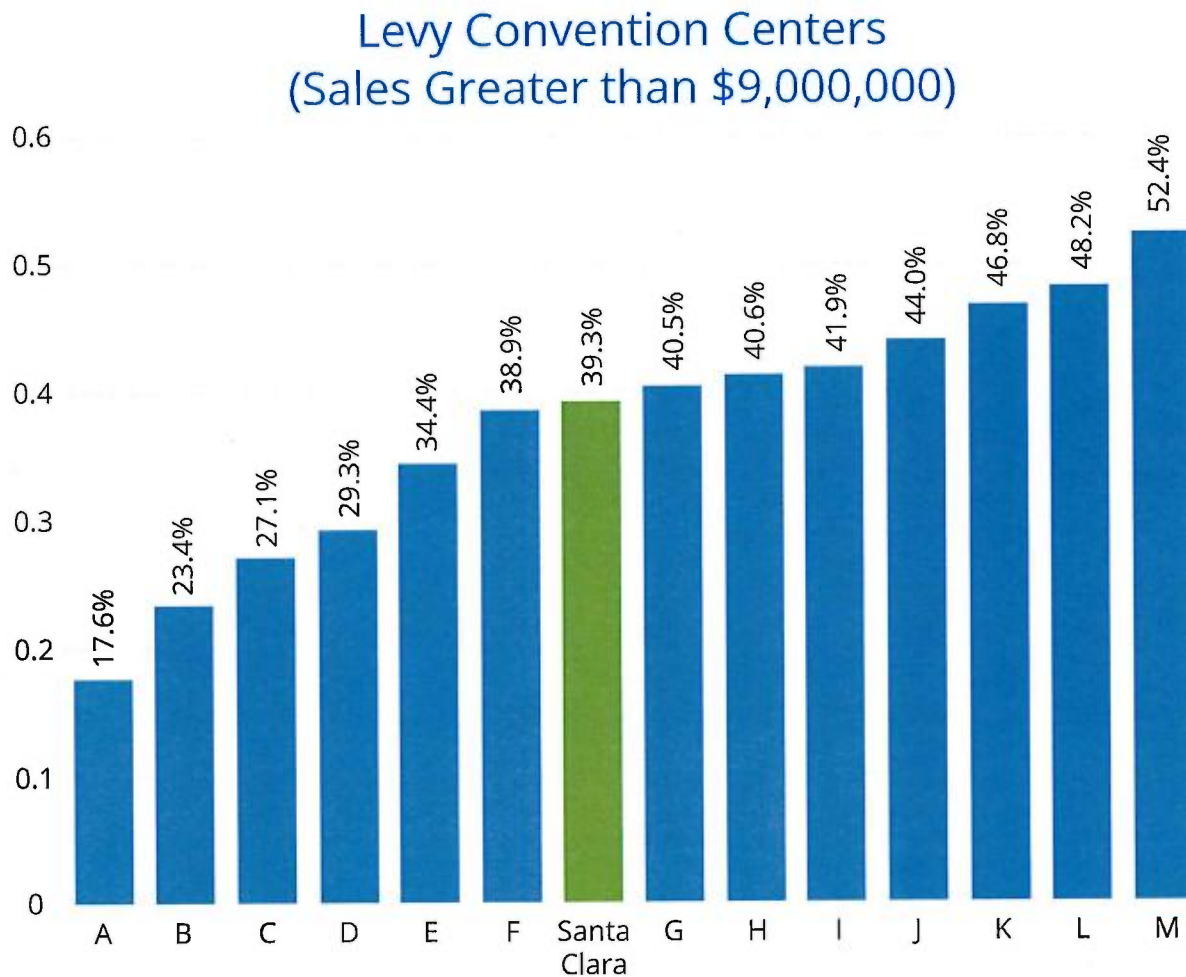


This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Five Year Pro Forma

In Section 15.9.1.5 Pro Forma Profit and Loss Statement, we have included our five-year proforma financial projections. Overall, we are projecting an operating margin of 39.3% for the first year. This projection aligns centrally with the other venues in our convention center portfolio producing over \$9,000,000 in sales annually. To illustrate, we've shown where Santa Clara would fall amongst our other venues using our fiscal 2018 operating margin results:



*This comparison highlights that we expect Santa Clara to operate very similarly to our other venues.*

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## MARKETING PLAN

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

Connecting guests and show managers to what is unique and special about the Santa Clara Convention Center is critical to capturing interest, fueling desire, and promoting brand excitement and loyalty.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



Our unique approach to marketing is the key to brand awareness and business growth that brings together creativity and data, hot trends and specific demographic preferences, along with innovative new channels and traditional marketing theory. The result will be an innovative, results-driven, strategic plan designed to bring the essence of the Santa Clara Convention Center to life and drive the business.

With more options than ever before for both entertainment and food and beverage, we know that we must be creative and ever-evolving in our approach to satisfy our guests and show managers and deliver confidence in the selection.

A unique and innovative sales and marketing plan is designed specifically for each of our venues to take into consideration a diverse programmatic calendar. This enables us to drive higher sales from existing and new clients. To drive potential new business, we will fully leverage our industry experience combined with strategic alliances nationally, regionally and locally. Through our creative lens, we identify how we may best market, partner, or create an opportunity that spreads the brand of our partners and our company to help drive business and revenue.

## Our Team

To market, sell, and execute the most memorable hospitality experiences, we start with a team of passionate professionals focusing on delivering our shared vision. Being a true partner means working with your team in all aspects of the business. Our team will be dedicated to helping you win new business. They are available to attend sales presentations, marketing events, and participate in any way that will help deliver value to the Santa Clara Convention Center.

Whether networking or advertising within the industry, locally, regionally, or nationally, we know the power of any marketing effort lies in the unified strength of our brands. Collaborating on external efforts is the key to success and we will support your message by leveraging resources, expertise, and relationships.

## On-Site Resources

Our on-site team, supported by the corporate office and regional teams, should be considered an extension of the Santa Clara Convention Center team. Your on-site team will include a Director of Catering Sales and Marketing as well as a Catering Sales Coordinator and Receptionist.

## Our Seasoned Corporate Office Resources

### **ROBIN KUZNETSKY, VP OF GROUP SALES**



Robin brings 30 years of experience with Levy and has always possessed a natural ability to sell. She never dreamed that would take her to award winning restaurants and world famous sports and entertainment venues. Robin's forward thinking ensures her sales teams always stay at the forefront of the industry, but it is her belief in personal relationships and interaction that has been a key ingredient to success. Robin has a proven track record in strong revenue growth through her creative thinking, strategic industry partners and client relationships. Robin is responsible for planning and directing global sales initiatives to our national sales managers and location based sales teams to maximize potential sales and successful execution of private events.

### **CHRISTINA SANTARELLI-FOSTER, DIRECTOR OF GLOBAL MARKETING & PARTNERSHIPS**



Christina Santarelli-Foster is a results driven Marketing Executive with over 12 years of experience in lifestyle branding, experiential + digital marketing, and national partnerships. Since 2008, Christina has played an influential role in Chicago's hospitality scene, leading the wave of the next generation of leaders. Christina is a strategic thinker with a results driven focus and a knack for forming long lasting partnerships within the culinary and lifestyle industries.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## CHELSEA PASHNICK, NATIONAL SALES DIRECTOR

Chelsea is an experienced sales expert with a driven mindset rooted in the key servant leadership principle of prioritizing client needs first, creating world class experiences to keep guests returning. Her proven track record of business growth is supported by her tenure at MGM Resorts International, House of Blues & Foundation Room, and T-Mobile Arena, in which she was directly responsible for 150% growth into new market segments by location. Chelsea came to Las Vegas by way of Colorado, where she first identified her passion for event sales and management. She's a graduate of the University of Nevada, Las Vegas, receiving a dual bachelor's degree in Hospitality Administration, Special Event Management and Spanish.

## Our Vision

At the core of our vision for the Santa Clara Convention Center is our expert knowledge, based on data, industry, and local market expertise, that there is a timely opportunity to elevate the current food, beverage, and service experience. There is a gap today as there is no Food Story and the time is now to sharpen the focus on food and hospitality with the goals of:

- Growing revenues with a purpose that ensures each prospective and confirmed client, from show managers to attendees, have a valued experience.
- Creating satisfied guests. Guests are motivated by satisfying experiences. As a result, they are driven to visit again and become our ambassadors, delivering positive word-of-mouth reviews across the market and industry.
- Being distinct. The convention and sales landscape is competitive and having a value proposition that is owned by the Santa Clara Convention Center will make us a first choice. We will deliver this through your Food Story.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## What Is A Food Story?

A Food Story is a truly strategic and localized food and beverage program. It will be the guiding light for every move we make, the gut check that forces us to truly challenge our creativity against guiding principles that ignite and engage excitement while delivering the most high impact experience for your guests' and exhibitors' wants and needs.

The Food Story allows us to blend user-driven imagination with the data and analytical thinking of our E15 team. It is collaboratively crafted to be the most strategic, meaningful story to engage guests and inspire our operational leaders and team members to bring it to life for guests.

### WHAT A FOOD STORY IS

- A North Star for hospitality, creativity, and design
- A filter for objectivity
- The persona of the overall food and beverage experience at the Santa Clara Convention Center
- Our hospitality brand

### WHAT A FOOD STORY ISN'T

- A definition of capabilities
- An activation strategy
- A logo
- A local food item featured on social media

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## What Is The Food Story For The Santa Clara Convention Center?

We have created the following conceptual Food Story for you. Our initial work is focused on a celebration of local and regional partners, products, and experiences. We look forward to collaborating with you to continue to evolve these initial thoughts to align with your vision.

At Santa Clara Convention Center, the food and beverage experience does more than satisfy hunger; it gives guests A SEAT AT OUR TABLE, welcoming them with our own Bay Area hospitality and truly



celebrating the unique flavors, makers, farmers, artisans, conceptors, restaurateurs, and vintners of one of the world's best food and beverage communities. We understand that innovation is at the core of this community, with history at its heart, and we express it through the products we deliver as Valley & Vine.

The table that we will set at Santa Clara Convention Center is one that is bespoke of the bay, exciting, and entrepreneurial. We will celebrate all aspects of the dining experience – from the sources of our ingredients to the masters who prepare and serve. The Valley & Vine menus will respect the traditions that have been so vital to Santa Clara's history, but will also speak to the hub of innovation that Santa Clara has become, pioneering the next incomparable "thing" that will shape the way the Bay Area dines.

We are passionate about our locally vibrant, seasonally vivacious, and truly delicious offering, and we're ready to change the Santa Clara Convention Center guests' experience together. Whether an up-and-coming tastemaker with a beautiful new vision for what the cuisine can be or a forebearer of the Bay area, we are dedicated to always being authentic, honoring our history, forging the future and celebrating those that bring the city together with Valley & Vine.

**STONE: WARMTH, CELEBRATION, INNOVATION**

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Activating The Food Story

### 1. A HOLISTIC, TARGETED APPROACH TO REVENUE GROWTH



## OUR 4 TARGETED CHANNELS



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## 2. A TOOLKIT OF SUPPORT RESOURCES

The on-site team has access to deep resources useful for the most efficient and effective planning, budgeting, and brainstorming including:

- Access to our Corporate Resources
- Photo Library of Ready Assets
- Use of an Internal Design Team
- Online Ordering
- Marketing Playbook of Best Practices
- Web Development

### Access to Our Corporate Resources

Our Corporate Resources, including our Vice President of Group Sales, our Director of Global Marketing and Partnerships, and their teams, focus on national relationships with Fortune 1000 companies to grow non-event day sales. This team's efforts drove an additional \$10M in total sales to partner venues in 2018.

### Internal Design Team

A Chicago-based team of design thinkers and creative designers will help drive the branding and creative for the Food Story at the Santa Clara Convention Center.

### Marketing Playbook

A dynamic resource with best practices and ideas to create, produce budget for, execute, and track results of marketing programs including: themed signage, promotional collateral, value-added collateral, guest communication tools, party planning, and more.

### Major Event Playbook

Leveraged in planning for such renowned events as the Grammy Awards, Super Bowl, Democratic and Republican National Conventions, US Open and other major conventions around the nation, this compilation of best practices and ideas will help the team shine during major events, from collateral and signage to steps of service.

### Photo Library

Organized, user-friendly resource to access relevant and usable files including logos and identities for specialty items or food photography for menus and promotional materials.

### **On-Demand Services (Online Ordering)**

Interactive online marketing and management system allowing for easy access to ordering and/or creating key customized marketing collateral to assist in driving business and top-line sales.

### **Web Development**

Event planners start planning their event search online so we've developed a portfolio of digital activations and online assets as well as a set of best practices and back-end platform standards to support our initiatives.

## **3. A ROBUST PLANNING PROCESS THAT DELIVERS MEASURABLE RESULTS**

The planning process is a scheduled time-out to bring together on-site experts, regional, and corporate office resources to deliver the long-term plan to grow all aspects of the business. We begin by setting annual goals, defining quarterly strategies, and outlining our objectives. The following outlines our approach and recommendations to the planning process.

### **Annual Goals**

- Develop top five business goals that will drive revenue over the next 12 months to meet and exceed the slated revenue growth.
- Marketing goals is a blueprint that outlines a business advertising and marketing efforts for the coming year. Marketing goals can also be described as a technique that helps a business to decide on the best use of its resources to achieve corporate objectives.
- Recommendation: Define five strong goals that will support driving revenue to specific time/need periods along with ancillary revenue sources. Goals should be trackable initiatives to show ROI.



## Annual Strategies

Develop a marketing strategy, a combination of the marketing goals combined into one comprehensive plan – the strategy focuses on revenue driving initiatives.

- High-level "how"
- Biggest impact for our resources
- Develops and prioritizes tactics

## Annual Objectives

Develop marketing objectives, goals that can be achieved by/within a given time frame.

- WHAT: We are trying to achieve
- WHEN: The "end in mind" – Metrics and Key Performance Indicators (KPI)
- HOW: Ways to achieve our goals in a certain timeframe

## Activation

Activate the following tactical efforts to drive awareness, relevancy and urgency.

- |  |                                      |
|--|--------------------------------------|
| • Four Walls Marketing   | • Creative Direction and Collateral  |
| • Experiential Marketing Events and Promotions                     | • Photography and Video Content      |
| • Community Involvement  | • Outreach Initiatives               |
| • Partnerships   | • Tradeshow Presentation             |
| • Online Content: Website, Third Party Websites, CRM               | • Advertising                        |
| • Email Marketing  | • Branded Gifts and Apparel          |
| • Social Media: Strategy, Presence, Content/Messaging, Advertising | • Project Management                 |
| • Public Relations   | • Private Events/Group Sales Support |
|  | • Copywriting                        |
|  | • Mobile Marketing                   |

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

#### 4. ACCESS TO CUSTOMIZED CREATIVE DEVELOPMENT / PROMOTIONAL TACTICS

We are protective of the rich history, iconic status, and brand strength of the Santa Clara Convention Center and will work with your team on delivering the right mix of next generation creative and promotional channels, including:

- Creative and Custom Menus
- Integrated Marketing Campaign
- Featured Partners
- A Food & Beverage-centric Microsite
- A Customized, Local Food Story
- Digital Channels (Social and Website)

##### Creative and Custom Menus

A key ingredient in delivering a true experience for the Santa Clara Convention Center is in the food. We are excited to bring our culinary talent to the table and to partner with renowned chefs in the area and cultivate new talent that will satisfy the appetites of locals and visitors alike for years to come. To deliver on the promise of creating restaurant-quality food and hospitality, we plan to:

- Create customizable menus to match taste buds and budgets
- Emphasize local purchases and expand program with local and diverse suppliers
- Integrate local restaurateurs and purveyors
- Understand the importance of flexibility during the event

##### Featured Partners

Integrating local partners and flavors will keep our menus fresh, offerings abundant, and provide a continual and welcoming point of difference. Local partners allow us to incorporate the best of the local scene to our guests while offering cross promotional opportunities and special benefits to tradeshow and conferences. Signature events and activations can be integrated programming with offerings from specialty flights, tastings and pairings, as well as experiences that include personalized small batch craft brewing, bourbon tasting, and customized wine blending.

##### A Customized, Local Food Story

Our Food Story is a strategic and local food and beverage program that is designed to change the conversation around food and beverage at the Santa Clara Convention Center.



## Integrated Marketing Campaign

An integrated marketing campaign that appeals to all senses will create an overall message and call to action that will be customizable to deliver unique messaging to each audience segment:

- Social
- Convention
- Corporate
- Association

## Microsite

As an extension of the Santa Clara Convention Center site, we would create an engaging microsite focused on guest experiences and food and beverage and serving as the hub of information to create intrigue and drive inquiries. Highlighted would be event spaces and capabilities, inspirational food photography, chef profiles with specialty menus, and links to social media. This platform would drive inquiries through SEO, partner linking, and paid online advertising.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Digital Channels

**Social Networks:** As an extension of the Santa Clara Convention Center microsite, the social network is a powerful tool for keeping everyone updated on all the special moments we are creating together. Making sure key influencers in all the major categories – media, show managers, culinary, musicians, attendees, exhibitors – are helping to capture and spread the message across social networks will create awareness of offerings and showcase the unique experiences at the Santa Clara Convention Center.



**Email:** To drive additional direct traffic and inquiries, a compelling series of emails will be sent, including birthday party, holiday themed, team building, weddings, corporate and more, targeting a database of qualified leads.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## 5. SANTA CLARA COMMUNITY OUTREACH

The communities in which we live and work are of primary importance, and through new partnerships we'll continue to develop and ensure our surrounding neighbors feel a strong connection and sense of pride in the Santa Clara Convention Center.

### **Chef Live E-Newsletter And Podcast**

A community-focused e-newsletter will be circulated to our database of contacts and hosted on the website for download. In addition to the fun facts and notification of upcoming food and public events, this newsletter will feature a short podcast of chef demonstrations featuring our chef's signature dishes, seasonal specialties and tips and tricks for the novice and the proven chef. Rotating throughout the seasons, it will be a great way to showcase the chef's personality, the latest and greatest within the culinary team, along with great food and fresh ingredients in a platform that connects us with the local community, the selection of venues, and may be shared with show managers.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Public Relations

To help celebrate the uniqueness of the venues and get the word out about how we create special events, we will partner on strategic media outreach to drive great coverage. We entice media with unique story angles and topics for coverage that are as alluring and appetizing as they are telegenic. Stories like these engage event planners, attendees, and the community alike.

### Strategy Overview

- Create awareness about the new food platform at the Santa Clara Convention Center
- Generate buzz about menus and event opportunities
- Highlight local connection by promoting community outreach programs

### New Partnership Announcement Strategy

- Business announcement to create buzz
- Preview party with event planners on-site to tour the spaces
- Develop a calendar of hot topics to take to media that align with operational timeline (i.e., when menu will be ready, when kitchen can be toured)

### Rolling PR Campaign Strategy

Available for interviews and demonstrations, our chefs enthusiastically showcase the signature food and beverage specialties that will make the event and venue even more special. From chef profiles to features about signature items to fun facts about the number of people and dishes served, we create stories that engage the media and grab headlines before we provide our real service to our partners: peerless event day experiences their guests will never forget.

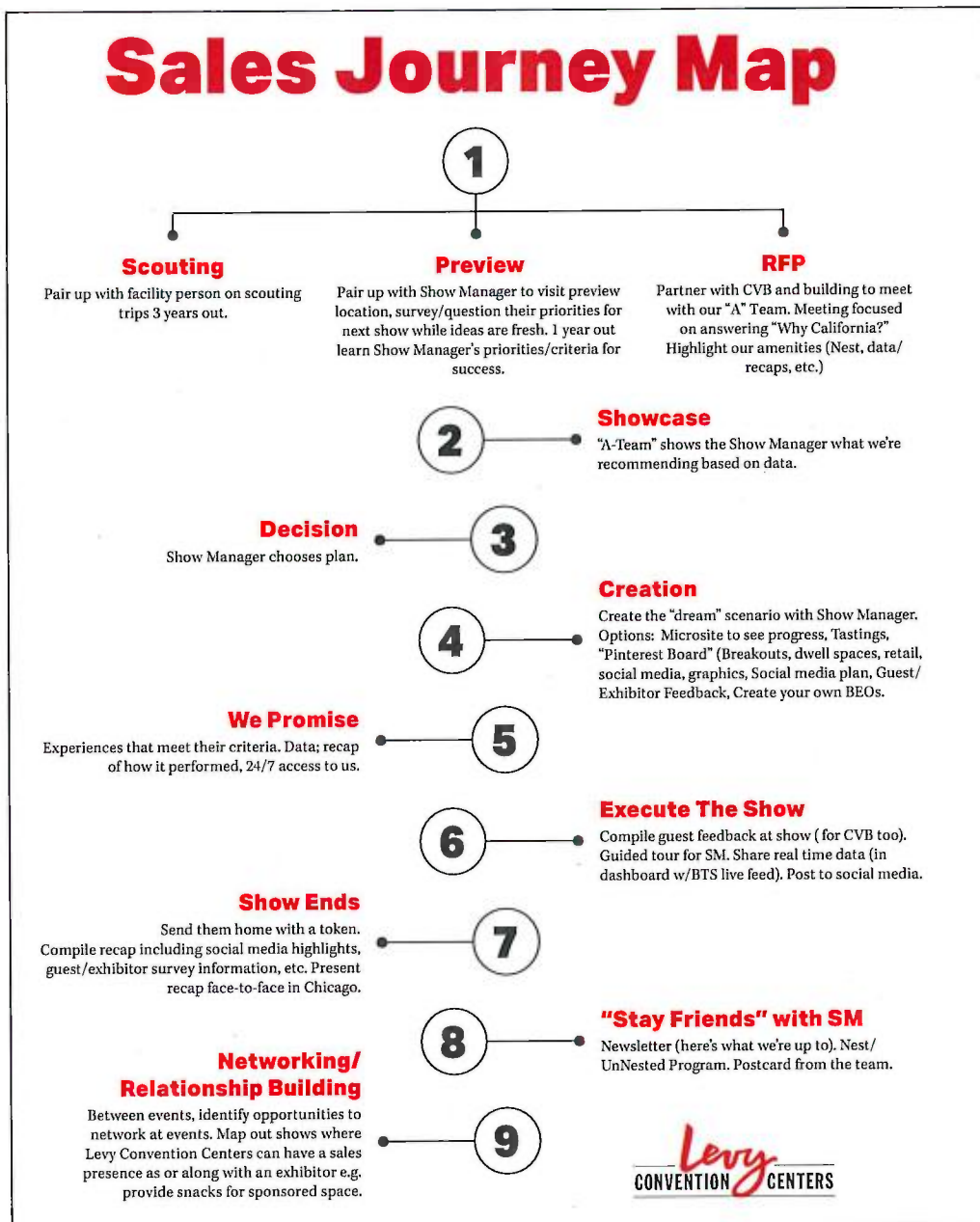
- Ongoing Food Story pitching
- Event-specific food – i.e., menu items inspired by players, sponsors/partners
- Chef in-studio around key series and/or holidays



# Santa Clara Convention Center

## Sales Journey Map

This Sales Journey Map highlights a few ways in which our Director of Catering Sales and Marketing will work with show managers from beginning to end to ensure they're top of mind well after their show with us is done.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Ongoing Client Relationships

The Levy team knows the importance of building and maintaining relationships with clients. To show our appreciation and build long-lasting relationships with planners and show managers, we employ a unique appreciation program.

### Attitude Of Gratitude Program

- Components of our program include:
- Potential advance of the show the year prior for the Director of Catering Sales and Marketing (pending size of show and venue)
- Personal call from our Division President to meeting planner at least six months prior to the start of the show to introduce themselves and thank them for the business
- Having the General Manager participate in the first on-site tour with meeting planner and our Director of Catering Sales and Marketing
- Welcome basket delivered to the hotel for top meeting planners overflowing with amenities
- Hosted food and beverage pre-conference and post-conference compliments of Levy
- Personalizing the Show Office from favorite foods to periodicals, truly making it their home away from home with daily random acts of kindness delivered
- Thank you and send off attended by the entire management team with signature thank you drink (non-alcoholic option) and signature treat (both determined by Santa Clara Convention Center team and Levy team.)



## Budget

We have allocated the following budget to support our Sales and Marketing Plan.

### Santa Clara: Annual Marketing Plan

#### BUDGET FOR YEAR 1 - MARKETING PLAN:

Web Site and Concessions Refresh	Estimated
Estimated Restaurant & Café Material Refresh (@\$25hr)	\$10,800.00
Estimated Printing of Restaurant & Café	\$18,000.00
Talking Table	\$15,000.00
Custom Show Menus and Signage	\$10,000.00
<b>Total</b>	<b>\$53,800.00</b>

Miscellaneous, Associations, Mindshare Survey, Community	Estimated
<b>Associations/Organizations/Client:</b>	
Local CVB	\$1,000.00
Random Acts of Kindness (Client Gifts)	\$8,000.00
Open Houses showcasing venue	\$15,000.00
<b>Social Media/Mindshare Survey/Marketing:</b>	
Social Media Promotions	\$1,000.00
Guest Connect Program Set-up (Survey)	\$3,000.00
Collateral Printing for Surveys for guest experience	\$1,600.00
Guest Connect Program Incentive	\$1,400.00
"Utilize Exact Target to optimize marketing campaigns through targeted communications and messaging with clients & prospects"	\$1,000.00
Development of marketing assets: campaign development, core messaging, group sales tactics and onsite activation	\$12,500.00
<b>Total</b>	<b>\$44,500.00</b>

Event Photography & Photo Work for Annual	Estimated
Future Association Events	\$1,400.00
Utilize Resources to access logos and photos in Levy Library or other offered services/programs	\$2,400.00
<b>Total</b>	<b>\$3,800.00</b>

Total Expenses	Estimated
<b>Total</b>	<b>\$102,100.00</b>

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Successful Efforts With Other Partners

### Success Story: Showcasing Our Venues

Levy Convention Centers hosted the invite-only opening reception for Tradeshows Executives' #fastest50, including the 50 fastest-growing tradeshows in America. We will feature your center at exclusive, invite-only events such as this one.

Six of our partners (seven of our venues) sponsored this event with the support of Cindy van Rensburg, Division President and the convention center team.

Each of the following locations showcased their location's food story, which represented their communities' flavors and brands:

- Austin Convention Center
- Columbus Convention Center
- Cleveland Convention Center
- David L. Lawrence Convention Center
- George R. Brown Convention Center
- Boston Convention Center and Hynes Convention Center

***FASTEST 50***



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Success Story: Building Relationships - PCMA 2017 at Austin Convention Center



Levy partnered with the Austin Convention & Visitors Bureau, now known as Visit Austin, and donated \$40k in retail value for PCMA 2017! We identified a

great opportunity to connect with every guest by putting this sponsorship toward welcome bags, which got the Levy brand out there, gave the attendees a taste of local flavors, and thirst quenchers upon arrival.

Welcome Bags included:

- 3000 bags of Skinny Pop
- 3000 bags of Austin Nuts
- 3000 assorted Deep Eddy, Travel Size
- 3000 8oz Bottled Waters
- 3000 Levy Convention Center logoed labels (to go on the front of the bag)
- 3000 Welcome notes that included fun facts for the guests and served as an additional branding opportunity

PCMA 2016 received media attention as a successful event.



## Success Story: Wedding Incentive Initiatives - River Roast

Levy's marketing team developed a program for Chicago restaurant, River Roast, to offer benefits to those who chose to book their wedding on an under-utilized day for the venue.

### Offer:

2 Round Trip Flights for Booking A Sunday Wedding

### Results:

\$117,000 Revenue to-date



**RIVER x ROAST**  
*Private Events*

**KEEP THE  
CELEBRATION GOING**

**BOOK YOUR WEDDING AT RIVER ROAST  
ON A SUNDAY IN 2019 AND RECEIVE  
TWO ROUND-TRIP AIRLINE TICKETS\***

**EMAIL RREVENTS@LEVYRESTAURANTS.COM  
OR CALL OUR EVENTS TEAM AT 312.527.1417**

\*EXPIRES DECEMBER 31, 2019. EVENT MUST BE BOOKED ON A SUNDAY. EXCLUDES PREVIOUSLY BOOKED EVENT. GROUP SIZE MUST BE 75+. AIRLINE TICKETS PRESENTED AS VISA GIFT CARD, VALUE UP TO \$1000. MUST MENTION THIS PROMO AT TIME OF BOOKING.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## SALES PLAN

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

Together, we look forward to creating a new experience for the Santa Clara meeting planners and attendees while driving revenue and customer satisfaction for Santa Clara Convention Center. The efforts outlined in Section 15.7.14 Marketing Plan are further supported by our Sales Team, who is focused on securing new business.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Sales Team and Responsibilities

Our recommendation would be to align the Sales Team by vertical function specific to roles and responsibilities. We have found this offers the greatest alignment with our partners in is the true formula to success. The following is a high level review of each member of the team's function and alignment.

### Director of Catering Sales & Marketing

The Director of Catering Sales & Marketing will partner with Spectra and the City to ensure that we are selling together as one. They will focus on managing and executing the multifaceted on-site events. The Director will also solicit new business from show managers. As an ambassador of your brand, this key leader will also oversee both internal and external marketing and communication strategies tied to event bookings and food and beverage opportunities. Our experience has shown that the best events are guided by collaborating with the local facility, meeting planners, and show managers from the start and have the support of our national sales team. It will be important to have exposure to events such as IMAX, IEEE, ASAE, PCMA, MPI and Experient.

### Senior Catering Sales Manager

This person would be supporting the Director of Sales & Marketing. This role would be primarily be focused on the larger/more complicated events to ensure we were optimizing revenue growth from the existing business.

### Catering Sales Manager(s)

These team members will focus primarily on repeat and smaller business.

### External Catering Sales Manager

This role will be focused on the local/social business, making outside sales calls.



## Visual Graphic Designer

This role supports the entire team to ensure all sales and marketing collateral, along with client facing documents, represents the Santa Clara Convention Center brand to the very best.

## Catering Sales Coordinator

This role performs administration tasks to ensure our sales team can stay focused on sales and servicing our existing clients and prospective clients with the support they need.



WORKING  
TOGETHER, THE  
SALES TEAM WILL  
MANAGE THE  
BUSINESS FOR  
ITS SUCCESS.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## OVERALL CONVENTION CENTER METRICS

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

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

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

The following section explains our approach to achievement for the metrics defined by the City as determining factors in the overall success of Santa Clara Convention Center:

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

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Gross Revenue

Our data-driven approach to business is incorporated in all aspects of operations. Our fervent commitment to gathering, reviewing, and leveraging data to support key management decisions is evidenced in all areas from forecasting, budgeting, menu development, pricing, to retail product selection, labor management, purchasing, promotional programming, and more.

## Business Evaluation Sales Tool, B.E.S.T.

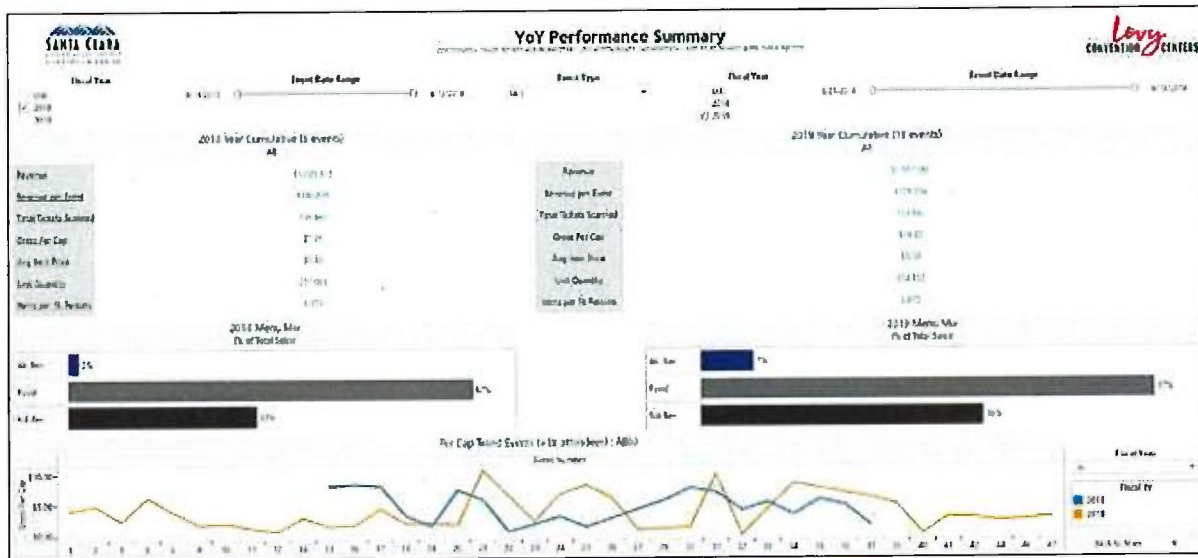
E15 and Levy have developed a proprietary tool using parameters and business attributes to prioritize potential new group sales & private event business. The metrics within this tool are customized to the needs of each location by prioritizing the parameters and attaching a weighted score to each business attribute. The values are recorded to create a baseline score to compare previous events to potential business leads. The business evaluation sales tool will help the decision process for determining the most beneficial events.



## Financial Reporting Levy / E15 C&R Dashboard

Levy's Finance team and E15 team work together to provide our partners with relevant information that allows us to drive our business together. Our Finance team will provide flash financial reports after each event that highlight sales by area, per caps, and year-over-year comps where appropriate. This information is then consolidated into a monthly financial report. To supplement this information, E15 puts together reporting dashboards that provide a deep-dive into key areas of focus, such as the Café and Restaurants F&B business. As a standard practice, we will sit down with you to understand what information you would like to see and in which format. This is a fully transparent relationship and we will provide as much or as little detail as you would like. Our goal with our proprietary dashboard reporting is to highlight key trends within areas of the location, SKUs, and timing metrics to help our operators more efficiently manage the business.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Market Research

Market research is about knowing your guests and your potential guest inside and outside of your venue. To understand their behaviors and preferences, E15 synthesizes demographic and socioeconomic data creating robust profiles that deliver a 360-degree view of our customers. Market research ensures that we are offering the right products at the right price to the right people.

Part of that market research approach is examining these data based profiles, ZIP code by ZIP code, that surround your locations. Knowing your local population and its preferences can be used to tailor an experience that will make your facilities a draw for visitors and locals alike. Market Research information will help Santa Clara identify relevant partnerships for local vendors as well as potential sponsorships for the building.

## Point-Of-Sale Opportunities

E15 has the ability to analyze similar events to optimize the potential revenue for a specific event type. Analyzing the sales mix and staffing levels for an event type helps Levy prepare additional locations, point-of-sales, or labor to improve gross revenue and enhance the guest experience.

E15 and Levy collaborate to provide innovative solutions to increase sales. Mobile locations such as E-Tuks provide an opportunity to capture revenue by bringing the offering to the guest. Robotic vending options such as Briggo and self-serve markets create an opportunity for the attendee to have a quick F&B option while reducing the operating cost of labor.



## Net Income

Our business strategy will be fully supported by Levy's E15 group, an in-house team of hospitality, strategy, and governance experts, Business Analysts, data scientists, and software developers. This valuable resource will be further tuned to develop the KPIs to measure the success of the operation, as well as to forecast what Santa Clara needs to offer to optimize the current business.

In our partnership, we will collaborate to establish the correct key performance indicators including an intense focus on increasing the flow-through percentage in order to provide a benchmark for success.

- **Labor staffing models** – Guide the operations team to efficiently and effectively manage staffing levels.
- **Self-ordering Kiosks** – Kiosks will increase speed of service and enhance the guest experience.
- **Exhibitor Ordering** – TapIn2 is a customizable, mobile ready ordering system that makes the pre-order and day of event order process seamless from both the guest and operational perspective.
- **Dashboards** – provide café and restaurant insight for our team to manage the business efficiently.
- **Key Performance Indicators** – we will collaborate to establish the correct key performance indicators including an intense focus on increasing the flow-through percentage in order to provide a benchmark for success.





## Room Nights Consumed

E15 works with each partner to understand the information available in order to make key decisions and drive strategic vision. The Santa Clara Convention & Visitors Bureau has been tracking occupancy rates in the city since 2002. Access to this information will allow us to benchmark, strategize, and provide insight to our sales team. This insight provides the opportunity to enhance the impact that SCCVB events have on the room nights in the area. The Business Evaluation Sales Tool can be customized to include specific weight to certain categories, like hotel impact, in order for our sales team to properly vet future events in the city.

## Economic Impact

E15, Levy, and the Santa Clara Convention & Visitors Bureau will collaborate to develop a benchmark for events that had a beneficial economic impact. Depending on the information available to E15, we will identify a benchmark for economic impact that is consistent with the SCCVB. Levy will then target National business that focuses on the characteristics that affect economic impact (high F&B spend, hotel room occupancy, attendance). Levy has the ability to create a direct impact by extending the F&B beyond the convention center footprint to drive engagement 365 days a year.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## Customer Service Survey Results Scores: Guestshare Program

GuestShare is a guest sentiment program that provides ongoing data collection and reporting of food and menu quality, levels of service, and overall guest experience.

Key pieces of the GuestShare program include:

- **Multichannel Distribution Strategy to Maximize Response Rates:** This involves implementing multiple touch points and multiple ways for guests to provide feedback during and after events that include surveys, guest intercepts and social media listening. We have the capability to include survey invitations on food packaging and receipts, in check folios, at kiosks, and via email. Guests can voice their opinion using traditional methods (online surveys) and newer methods (texting, mobile devices).
- **Frequent Reporting:** We will develop dashboards that are routinely updated with survey responses. Levy can make service and quality adjustments throughout the event days, rather than waiting for an end report.
- **Service Recovery:** Because the methods we employ allow us to receive live feedback in event, services issues received during events will trigger alerts to operators to resolve. The number of service issues and resolution thereof are captured and provided as part of the dashboard reporting.
- **Actionable Feedback:** GuestShare collects information at the right level of granularity to allow operators to make adjustments that are backed by data.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Event Mix

E15 and Levy are committed to identifying the ideal event mix for the Santa Clara Convention & Visitors Bureau to optimize their perceived value and financial goals. Understanding the expectations and spending habits of current attendees is key to identifying the events that could complement our business. We look to identify trends in demographics and events types by analyzing check average, per cap and menu mix for both group sales and cafés and restaurants. Understanding key metrics allows our sales team to understand the customer base and target the ideal business for SCCBV.

The Business Evaluation Sales Tool has the ability to highlight specific event characteristics for SCCVB and prioritize these events above all. National events that enhance the economic impact will be targeted by using B.E.S.T – highlighting F&B innovation, offerings, and the convention center's food story.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Community Benefit

### Food Story

The Food Story starts with an assessment of the current operation to determine how the food will influence the Santa Clara culture. The Food Story will help develop a Santa Clara-centric, food point of view that will guide the internal decision-making and employee expectations. A localized food story highlights our ability to enhance the retail experience. We study the local trends surrounding Santa Clara to provide an immersive food story that changes the perception of a concessionaire or high-volume catering offering. With our Food Story, we can have a filter to make decisions and inspire conversation around:

- Concept Development
- Local Partnerships
- Design
- Menu Development
- Merchandising
- Food Activation & Events
- Food Storytelling



### Local Partnerships

Local coffee roasters enhance the relationship with the city and highlight a product that represents the city to outside visitors. Familiarity to those within the city. If there is a local need not being met through the Compass supplier base, we have the power to introduce local vendors and farmers to our distribution channels, gaining them access to safe, efficient distribution.

## Sustainability

Levy manages successful and ambitious sustainability and recycling programs as part of our Corporate Social Responsibility initiative. We prioritize sustainability because we understand the impact we have on the environment and in the community as a result of our market presence. We believe convention centers are the perfect large, urban spaces to integrate greenery, educate large numbers of people, and experiment with initiatives which can minimize the impact on our shared environment. We employ a full portfolio of postconsumer and compostable products to support our smallwares, serving, and paper needs.

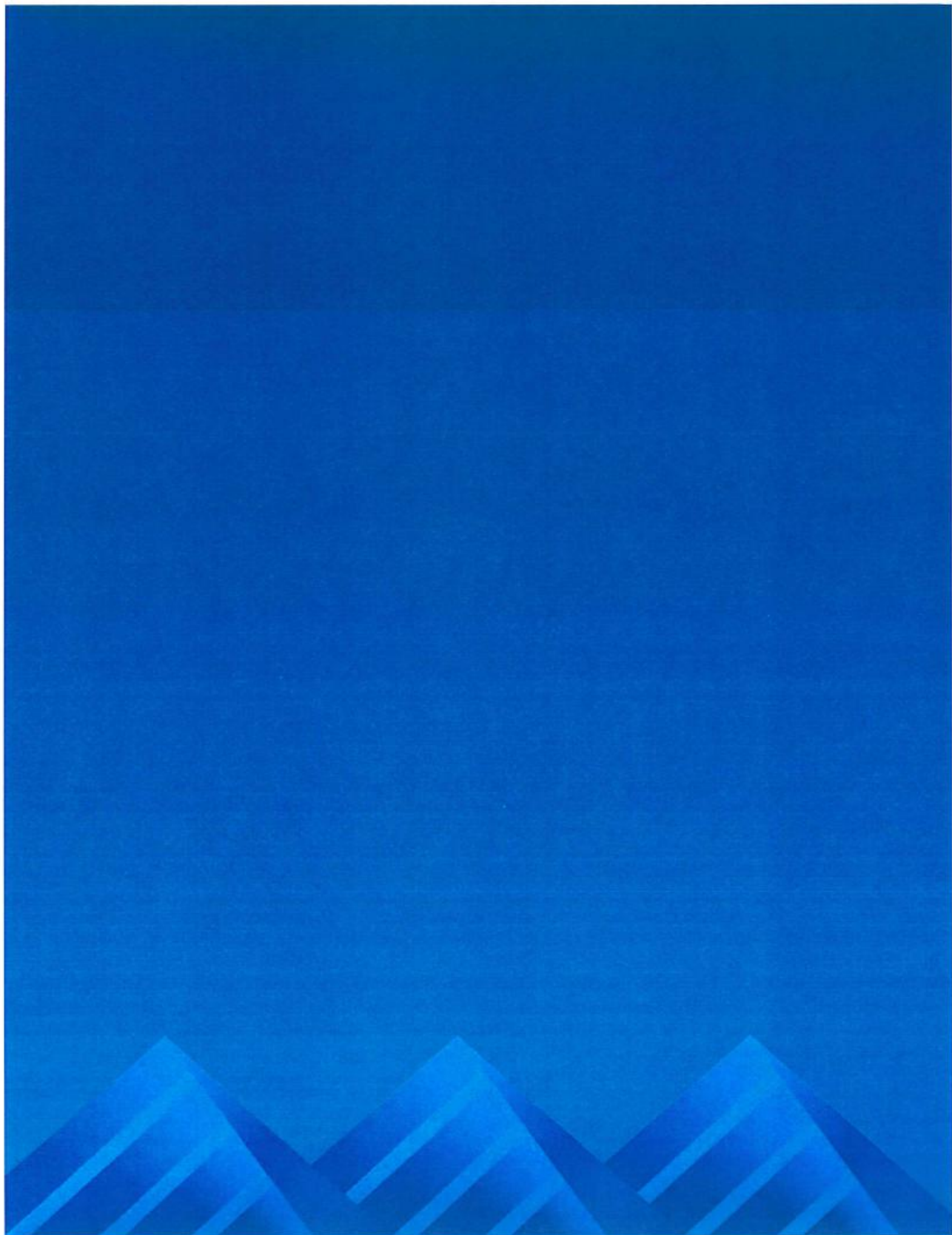
We can guarantee that every single item our guests touch within the above categories will be an eco-friendly option. A selection of our recycling successes include:

- Promoting longer lasting china, glass, and silverware rather than disposables, allowing reduction of single-use disposables in many facilities.
- Recommending disposables, including carry-out/to-go containers and most concession napkins, are made of compostable, recyclable, or post-consumer materials
- Placing recycling bins in most consumer areas.
- Recycling grease at all locations, and is often repurposed for biodiesel purposes.
- Replacing plastic offerings – including plates, straws, and cups – with paper
- Encouraging paperless practices in the offices. When required, we promote double-sided printing and utilize recycled copy paper and refurbished toner cartridges.

## Programs

To be part of the community, we will become the community. We give back by partnering with local trade organizations and networking groups, aligning our philanthropic efforts and focusing within the existing building plan and sponsor tables within NFP galas and banquets.







## ORGANIZATIONAL STRUCTURE

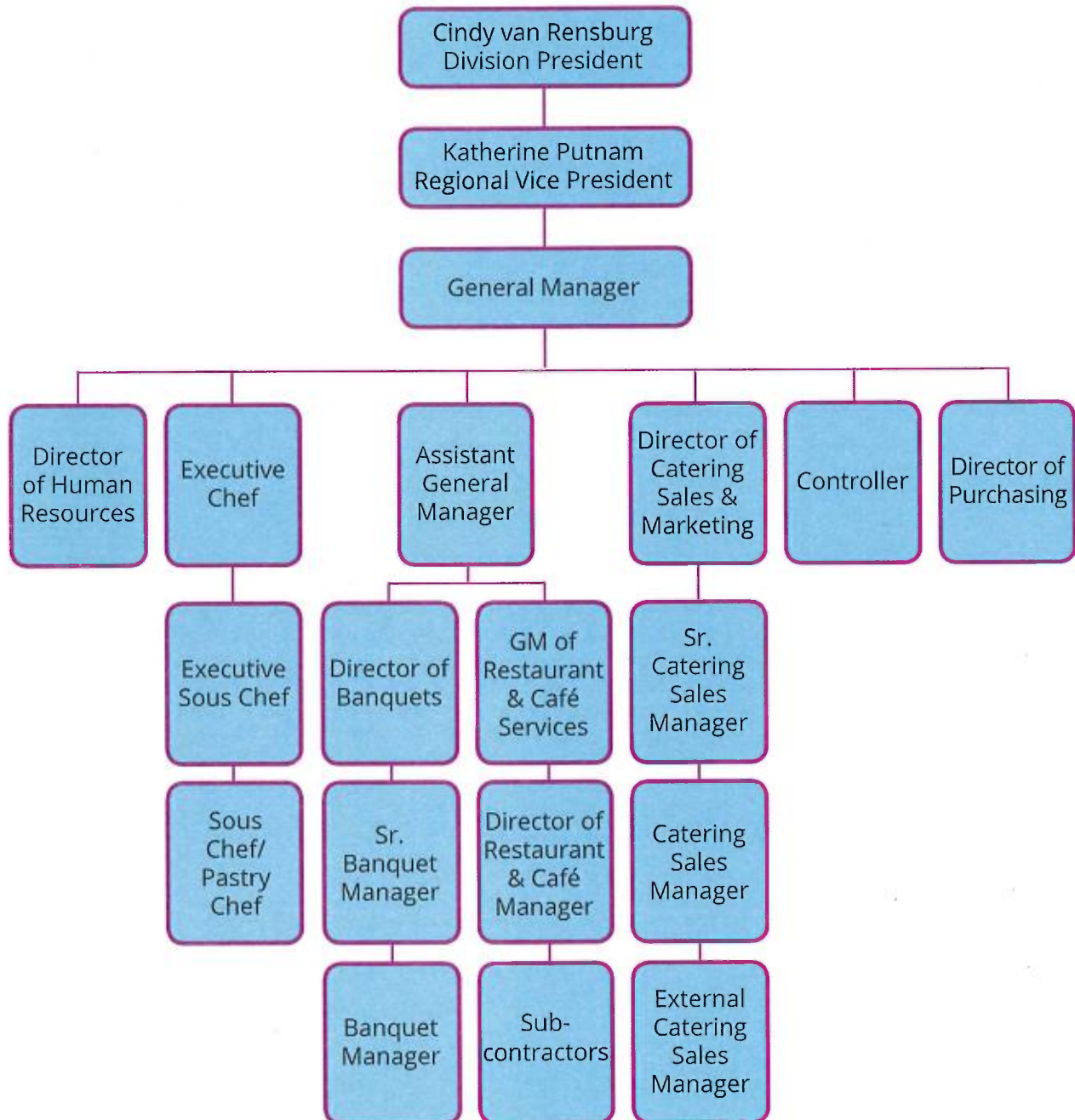
**15.8.1 Organizational Structure:** Proposers are required to provide an organization chart that details the reporting structure from the Regional Director of Operations down through the Facilities General Manager and the onsite management and administrative staff. This chart will necessarily include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

Key to delivering a top-tier food and beverage experience at Santa Clara Convention Center is an experienced, best-in-industry leader, supported by the right on-site team and further enhanced by dedicated resources that have visibility into the broader world of hospitality. We have identified the following organizational structure and supporting team for you to deliver the best guest experience. Our proposed team will give you a sense of the depth and breadth of resources that we bring to the partnership. With the power of our expertise in the industry behind us, we will be able to flawlessly execute all of the details to make every event and every day a success.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

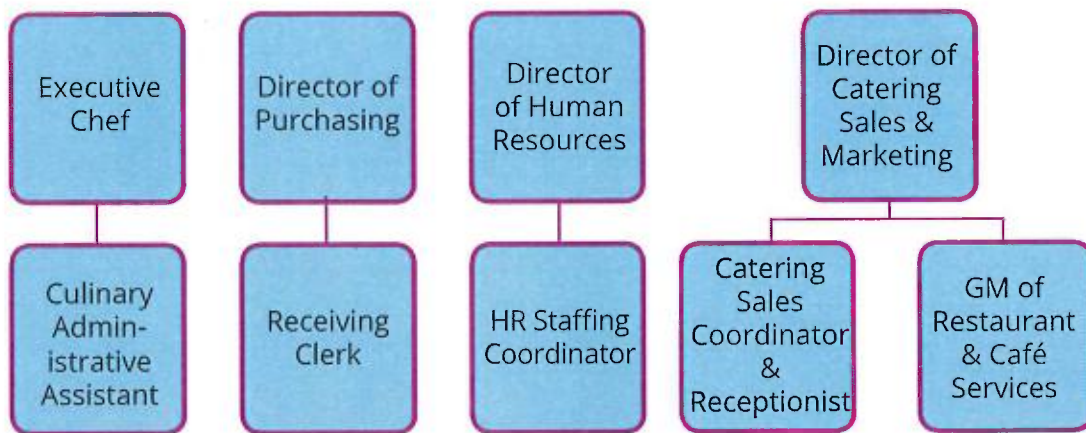


## Organizational Chart for Santa Clara Convention Center



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Administrative Support Chart



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Management Payroll

Santa Clara Convention Center Management Team			
Position	Total Salary	% of Total	Bonus Grade
Regional Vice President (location not responsible for salary)			
General Manager	\$150,000.00		17%
Assistant General Manager	\$105,000.00		15%
Controller	\$95,000.00		14%
Director of Human Resources	\$85,000.00		14%
<b>Total Administrative Salaries</b>	<b>\$435,000.00</b>	<b>30%</b>	
Director of Restaurants & Café Services	\$88,000.00		14%
<b>Total Restaurant &amp; Cafe Salaries</b>	<b>\$88,000.00</b>	<b>6%</b>	
Director of Banquets	\$95,000.00		14%
Sr. Banquet Manager	\$65,000.00		
Banquet Manager	\$60,000.00		
<b>Total Banquet Salaries</b>	<b>\$220,000.00</b>	<b>15%</b>	
Executive Chef	\$110,000.00		17%
Executive Sous Chef	\$82,000.00		14%
Sous Chef/Pastry Chef	\$62,000.00		
Executive Steward	\$80,000.00		13%
<b>Total Culinary/BOH Salaries</b>	<b>\$334,000.00</b>	<b>23%</b>	
Director of Purchasing	\$95,000.00		14%
<b>Total Purchasing Salaries</b>	<b>\$95,000.00</b>	<b>7%</b>	
Director of Catering Sales & Marketing*	\$80,000.00		
Sr. Catering Sales Manager *	\$65,000.00		
Catering Sales Manager *	\$62,000.00		
External Catering Sales Manager *	\$62,000.00		
<b>Total Sales Salaries</b>	<b>\$269,000.00</b>	<b>19%</b>	
<b>Total Salaries</b>	<b>\$1,441,000.00</b>		
<b>Current Salaries (approximation)</b>			
*Additional Commission Compensation	<b>TBD</b>		
Tax & Benefits			
<b>Total</b>	<b>\$(1,441,000.00)</b>		

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Administrative Support Payroll

Santa Clara Administrative Support		
Position	Hourly Wage	Estimated Annual Hourly Wage
Graphic/Visual Designer	\$30.00	\$62,400.00
Receiving Clerk	\$25.00	\$52,000.00
Culinary Administrative Assistant	\$25.00	\$52,000.00
Catering Sales Coordinator	\$30.00	\$62,400.00
HR Coordinator/Staffing Coordinator	\$30.00	\$62,400.00
<i>* Additional Hourly positions would be hired based on need of operation</i>		
<b>Total Fixed Hourly Payroll</b>		<b>\$291,200.00</b>
<b>Total Approved Total Mgmt Expense Per Partner</b>		
Tax & Benefits		
<b>Total</b>	<b>Remaining Balance to Negotiate</b>	<b>\$(291,200.00)</b>

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## RESUMES

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

As we look to redefine the food and beverage experience at Santa Clara Convention Center, we understand that the strength of being the only food and beverage company to have a dedicated Convention Center division led by our Division President Cindy van Rensburg, combined with our operational leadership is critical to our success.

Our proposed candidates bring a knowledge of the area, making them uniquely qualified to lead the charge of your on-site team. To deliver on the promise of a true business partnership and maintain a top-tier food and beverage experience, our proposed candidates will be supported by our regional team, home-office based resources, and executive leaders to drive business growth and profitability.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





Levy continues to invest in developing lines of specialization for our sectors in order to best deliver for partners and their guests. We have committed leadership and invested substantially in the support of resources to understand and design experiences for our growing portfolio of partners. It cannot be understated how important it is to collaborate with you to select the best candidates. We look forward to working with you to determine the right leadership that will ultimately support a memorable guest experience at Santa Clara Convention Center.



## REGIONAL VICE PRESIDENT OF OPERATIONS

Katherine  
Putnam



### EXPERIENCE

**Levy • 2012 – Present**

*Vice President of Operations, 2017-Present*

- Lead and support all areas of operations
- Oversee daily operations
- Recruit, hire and train employees
- Track trends and suggest enhancements to both challenge and refine company's product offerings
- Develop systems and procedures to improve quality and efficiency of operations
- Establish and administer annual budget of \$120 million
- Implemented Talking Table program and used PCMA 2017 Convening Leaders to promote memorable, consistent and positive guest experiences
- Implemented Developing Champions program and had a tool kit created for each discipline of the operation to help be a guide to team members' success

### KEY EXPERIENCE

- In 2017, Katherine took on the role of regional vice president for the Convention Center Division and supports venues around the United States, from Puerto Rico to Hawaii to Milwaukee
- She joined the Levy family as general manager of the Austin Convention Center/Palmer Events, and helped the venue become recognized as a Center for Excellence location
- In 2016, she was recognized as a Dream Team winner for the Partner Difference
- Experience: 20+ years, 13 in industry; with Levy since 2012; previously with Aramark, Marriott and Ovations Food Services
- Education: B.S. Hotel/Restaurant Hospitality Management, University of Mississippi

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

*Regional Director of Operations, 2017-2017**General Manager, Austin Convention Center and Palmer Events Center, Austin, Texas, 2012-2017*

- Oversaw all aspects of the convention center and events center
- Recruited and led a management team of over 20 including the pre-transition/ transition planning, daily operations, implementation of Levy standards/processes
- Managed non-operational functions including, partner relations, financial optimization, community engagement, marketing and strategic planning
- Created a community engagement and WMBE program that has increased participation over previous operator by 50% and added over 25 new vendor partners, both suppliers and subcontractors
- Rolled out the Talking Table Program which expanded within the Division and the Company
- Led the location to being recognized as the Center for Excellence in 2016 for being the top performing venue
- Recognized as the Partner Difference Dream Team Winner

**Aramark, Austin, Texas • 2006 – 2012***General Manager, Austin, Texas, 2011-2012**Director of Operations, Austin, Texas, 2006-2011***Marriott International, Austin, Texas • 2004 – 2006***Catering Sales Manager***Ovations Food Services, Loveland, Colorado • 2004 – 2004***Director of Sales and Catering***Aramark, Austin, Texas • 2001 – 2004***Catering Sales Manager***EDUCATION****University of Mississippi, Oxford, Mississippi • 2001***Bachelor of Science in Hotel, Motel and Restaurant Management*



## PROPOSED GENERAL MANAGER CANDIDATE

Matthew  
Moss



### EXPERIENCE

#### Levy Convention Centers July 2017- Present

*Vice President of Hospitality Strategy, KY Venues,  
Louisville KY*

- Responsible for the buildout of a \$9 million vision from proposal to opening at KICC
- Collaboration with Curiology, E15 and Design and Construction for the vision of KICC, including Local partnerships, Food story and retail locations that reflect Louisville
- Work with General managers to develop system orientated operations
- Develop partner relationship across two unique venues in the Louisville market
- Provide vision and solutions for the partner engaging in greater collaboration and communication
- Drive innovative outcomes that are recognized by partners and clients
- Provide partner with long term vision which allows general managers to focus on the customer and day to day operations

### KEY EXPERIENCE

- 10+ years experience, Diploma Hospitality and Hotel Management
- Cultured and dynamic manager who excels at recruitment, convention center expansion and growth, and managing relationships with clients & partners
- Responsible for the buildout of a \$9M KICC convention center project in Louisville, KY
- Served as the Director of Operations for the Athletes Village in Beijing for the 2016 Olympics. Was integral in hiring 200 managers, over 8,000 staff members and managing 5 venues
- Extensive experience directing and overseeing all facets of hospitality, including retail, board, catering, & concessions

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## **ARAMARK Corporation, Healthcare**

*Resident District Manager • June 2014–June 2017 • VCU Health, Richmond, VA*

- Oversight of: Facilities, EVS, and Food including Patient, Retail and Catering for 800 bed operation.
- Supervise 35 management staff and 600 indirect report
- Create initiatives for growth including full room service operations and a \$13 million retail renovation
- Develop and balance budget for all services, \$52 million combined managed volume
- Provide team environment that encouraged creative thinking
- Develop outside partnerships to create new avenues for hiring opportunities
- Successfully led team through Joint Commission survey

## **ARAMARK Corporation, Higher Education**

*Resident District Manager • March 2009–June 2014 • College of William and Mary, Williamsburg, VA*

- Direct all operations including: retail, board, and catering and concessions services with annual revenue total exceeding \$16 million.
- Supervise 20 management staff and 350 indirect reports. Maintained high employee/management retention rate
- Provided the vision for the implementation of mandatory meal plans which will result in a significant increase in revenue for the College, 25% growth
- Increase board plan participation creating a prescriptive method of managing the P&L to produce an additional incremental client return of over \$2,000,000 in override.
- Develop the College's sustainability program recognized by the Princeton review



*Director of Operations • November 2007 – November 2008 • Athlete's Village, Beijing, China-2008 Olympic Games*

- Oversight of all operations for the Athletes Village at the 2008 Olympic Games
- Managed 2000 hourly staff and 200 managers
- Developed and implemented operational plans for ARARMARK Olympic Operations
- Facilitated market analysis and pricing structure for 4 retail venues of Olympic project
- Direct liaison with all clients at Athlete's Village, including BOCOG, IOC, and IPC

*General Manager • April 2005- September 2007 • Baltimore Convention Center, Baltimore MD*

- Direct responsibility for \$11 million food service operation
- Managed to successfully increase client return to over 7% of forecast over 2 years
- Initiated national programs including catering tasting programs and first Einstein's across all Convention Centers
- Successfully negotiated union contract

*General Manager • November 2002-March 2005 • Albuquerque Convention Center, Albuquerque, NM*

- Management oversight for \$3 million food service operation
- Repositioned account from a breakeven to 9% profit by streamlining operational practices

*Assistant Director of Catering • January 2000 – October 2002 • Las Vegas Convention Center, Las Vegas NV*

- Responsible for \$10 million catering operation



## EDUCATION

**Hutt Valley Polytechnic • Wellington, New Zealand**

*Diploma Hotel and Hospitality Management*



## TRAINING

- Leadership Development
- Targeted Selection
- THRIVE
- Kaleidoscope
- Strategic Selling
- Serv Safe
- Labor management
- TIPS



## ADDITIONAL EXPERIENCE

- F & B director – Holiday Inn Select Phoenix, Arizona
- Partner- Keenies Cookout Phoenix, Arizona
- Project Administrator- Dixon Sondhiem GnbH, Stuttgart Germany
- Money Market Associate- Arab National Bank, London England
- Estate Manager- Killiechronan Estate, Isle of Mull, Scotland
- AGM- Able Tasman Hotel, Wellington, New Zealand



## HIGHLIGHTS OF QUALIFICATIONS

- Strong communication skills, innovative team builder and excellent client relationship skills
- International experience in the hospitality industry, which enables a diverse outlook on both the financial and human aspect of the industry
- Tremendous ability to problem-solve and achieve long-term and short term goals for clients

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## PROPOSED GENERAL MANAGER CANDIDATE

Nicole  
McCracken



### EXPERIENCE

**Levy • August 2010 – Present**

*General Manager, Mississippi Coast Coliseum  
& Convention Center, Biloxi, Mississippi, June  
2018-Present*

### KEY EXPERIENCE

- Well-rounded food and beverage background including special events, arenas and convention centers
- Team-centric management style focused on details and service
- Lover of rich history, art and cultural events

- Transitioned food and beverage management from 41-year Aramark account to Levy in less than 30 days
- Interview, hire, train and develop management team of six
- Oversee operations team and event service of 12,000-seat coliseum and 400,000 square foot convention center
- Work with Mississippi Coast Coliseum Commission board of directors and attend monthly meetings
- Promote local organizations and brands while incorporating them into our location food story
- Forecast financials on a weekly basis for a \$3.5 million dollar food and beverage budget
- Collaborate with building partners and Levy design team to refresh all restaurant and cafe spaces
- Conceptualize and design future VIP Lounge space

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

*General Manager, Arlington Convention Center, Arlington, Texas, October 2016-June 2018*

- Managed all food and beverage operations for 93,112 square foot convention center
- Hired and trained management team of four
- Maintained relationships with City of Arlington and Arlington Convention and Visitor's Bureau
- Forecasted financials on a weekly basis for a \$2.2 million dollar food and beverage budget

*Director of Premium Suites, American Airlines Center, Dallas, Texas, October 2015-October 2016*

- Oversaw operations and customer service for 124 premium suites
- Trained and managed hourly team of 72
- Oversaw suite sales budget of \$8 million annually
- Developed accurate par levels for all premium inventory

*General Manager of Clubs, American Airlines Center, Dallas, Texas, December 2013-October 2015*

- Oversaw daily operations, customer service and marketing for multiple lounges
- Oversaw premium sales budget of \$15 million
- Instituted new online reservation system, utilized software
- Ordered and maintained inventory, worked with back-of-house culinary and warehouse managers

*Director of Premium, Levy Golf, April 2013-September 2015*

- Planned and executed chalet and catering events for three to five golf tournaments annually
- Participated in weekly conference calls to plan tournaments
- Scheduled staff for catering events
- Created order guides for product ordering and delivery schedules
- Collaborated with multiple PGA partners to create logistic plans for events on-site



*Senior Club Manager/Restaurant Manager, Amway Center, Orlando, Florida, August 2010-December 2013*

- Oversaw daily operations, staffing and customer service for multiple seats, lounges, suites and a restaurant
- Managed \$1 million in annual premium food and beverage sales and \$500,000 labor budget
- Managed over 100 team members
- Accurately order and maintain inventory
- Created schedules and confirmed orders utilizing software such as Kronos and MICROS
- Led staffing coordinator for multiple 1,000-person plated banquets
- Developed and managed marketing plan
- Led 2012 NBA All-Star Weekend with a focus on catering support and premium receptions
- Club Concessions Lead for 2011 College World Series overseeing multiple premium Club Level concessions during the two week series at TD Ameritrade Park, Omaha, Nebraska; Premium Chalet Manager for 2011 PGA Championship managing 10 chalets
- Lead Hospitality Village Manager for 2012 PGA Championship, Kiawah Island, South Carolina; Premium Sales Assistant for 2012 US Tennis Open, Flushing, New York; Lead Premium Sales Support Manager for 2012 Ryder Cup, Medinah, Illinois



## EDUCATION

**University of Central Florida, Orlando, Florida August 2008**

*Bachelor of Science in Hospitality Management*

## PROPOSED GENERAL MANAGER CANDIDATE

Brad Howard



### EXPERIENCE

#### Levy Restaurants • 2003 – Present

*Assistant Director of Operations, CHI Health Center Omaha, Omaha, Nebraska, 2012-Present*

- Oversee day-to-day operations within 300,000 square foot convention center and 17,000-seat arena
- Manage six different departments with a total of 24 managers and over 350 team members, with total food and beverage sales averaging \$10 to \$11 million a year
- Work directly with all department heads to ensure that we are properly set up and executing all events successfully

*Assistant Director of Operations, Levy Golf, 2006-2012*

- Oversaw Premium Golf Operations setup and day-to-day execution of luxury suites, clubs, restaurants and catering
- Catered PGA Championship, SR PGA Championship, Ryder Cup, Wells Fargo Championship
- Oversaw 15-20 managers and 150-200 team members, with total food and beverage sales averaging \$3 to \$7 million over a weeklong tournament
- Assisted at Cleveland Browns' stadium with concessions and club management in the off-season from the golf tour

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



*Senior Banquet Manager, Qwest Center Omaha, Omaha, Nebraska, 2003-2006*

- Opened this property as the only banquet manager
- Created and established all banquet policies and standards ranging from setup, floor execution, customer service training, client management and general expectations of banquet team members
- Oversaw one manager, eight supervisors and 75 team members with total catering food and beverage sales averaging \$4.5 million per year
- Worked with Levy corporate to develop first "how to" ideas for banquets

*Suites Manager, Miami Heat, American Airlines Arena, Miami, Florida*

- Oversaw 36 luxury suites and 54 loge boxes during Miami Heat Basketball games and public events



## EDUCATION

**Florida State University, Tallahassee, Florida • 2001**

*Bachelor of Arts in Hospitality Administration, with a concentration in Hotel and Resort Management*

## PROPOSED EXECUTIVE CHEF CANDIDATE

Andre Lane



### EXPERIENCE

**Levy Restaurants, Los Angeles Convention Center • May 2017 – Present**

*Executive Chef*

- Responsible for menu design and development for large events and catering facility, concession stands and cafes
- Oversee five concessions stands, two restaurants/cafes, and large banquet kitchen
- Ensure all kitchens, concession stands and cafes exceed all health and sanitation policies and procedures, including state and local laws
- Forecast sales weekly to ensure product pars and proper ordering are in place to keep in line and maintain budgeted food costs
- Schedule 56 union cooks; ensure labor costs are within budget
- Conduct weekly one-on-ones with three subordinate chefs and executive steward
- Conduct monthly inventory and financial reviews for discrepancies and variances vs. budgeted costs

**Modern Round, Phoenix • November 2015 – April 2017**

*Chef/Partner*

- Responsible for menu design and development to include vendor sourcing and recipe costings for scratch kitchen
- Weekly review of all BOH sales and revenue vs. labor and food dollars spent/COGS, Pmix analysis and inventory
- Trained, coached and developed staff

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



### **Along Came Mary Catering • October 2014 – November 2015**

#### *Executive Catering Chef*

- Made daily food forecasting of purchases vs. banquet event form to minimize excessive waste and leftover food from events
- Ensured that all off-site kitchens exceeded all health and sanitation policies and procedure

### **BBRG (Bravo/Brio Restaurant Group) • February 2014 – October 2014**

#### *Executive Chef*

- Part of opening team of high-profile restaurant at Irvine Spectrum
- Forecast weekly sales to ensure that product pars and proper ordering were in place to keep in line and maintain budgeted food costs
- Scheduled staff of 48; responsible for all training, mentoring and development of BOH staff
- Conducted weekly forecasting of daily sales so that each day's prep pars were set in place to maximize productivity and control waste
- Analyzed product usage vs. sales and forecasting to determine areas of opportunity and kitchen efficiencies
- Conducted weekly inventories and reconciling of invoices
- Ensured that kitchen was current and exceeded all health, sanitation, safety and labor laws

### **Iplic Entertainment and Tanzy Restaurant • October 2010 – January 2014**

#### *Corporate Executive Chef*

- Responsible for fine dining Italian and Mediterranean cuisine in scratch kitchen for two locations
- Provided weekly review of all BOH sales and revenue vs. labor and food dollars spent/ COGS, Pmix Analysis and Inventory
- Updated menu seasonally, using market trends, procurement and sourcing of locally fresh and new products, data and menu mix analysis for the Italian concepts
- Managed nine executive chefs nationally

**Bowlmor Lanes • January 2009 – October 2010***Corporate Chef*

- Responsible for all of the company's kitchen operations in a multiunit capacity (e.g., food/labor costs, monthly P&Ls, inventories)
- Trained kitchen staff in all locations on SOP and policies
- Assisted in menu implantation and creation with Master Chef David Burke
- Managed six executive chefs nationally

**Lucky Strike Lanes • June 2003 – November 2008***Culinary Manager*

- Opened more than 20 locations in an hands-on capacity as opening culinary director
- Responsible for all of the company's kitchen operations in a multiunit capacity (e.g., prep lists, weekly food/labor costs, monthly P&Ls, inventory and expenses)
- Managed 15 executive chefs in the region

**ESPN Zone, Anaheim, California • February 2000 – June 2003***Executive Sous Chef*

- Part of opening team for high-profile Disney restaurant that generated weekly food sales of \$155,000 to \$180,000; assisted in opening and training of Denver and Las Vegas locations
- Responsible for weekly inventories, all BOH costs, scheduling for staff of 60, training and development of all staff members





## EMPLOYEE BENEFITS

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

Our team members are an important part of our success. They work hard every day to create legendary experiences for our customers. As Levy team members, benefits are provided through our parent company, Compass Group. We understand that our team members are what make us the leading food service and support services company.

In return, we invest in our team members by providing a range of benefit plans and programs to care for the "whole you." Compass Group supports our team members with tools, resources, and information to learn about their benefits and make thoughtful choices.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Benefit Eligibility Timeline

Team members are considered eligible for Compass Group benefits if you are a full-time associate working an average of 30 hours or more per week.

Full-time management and professional associates are eligible for benefits, with the exception of Short Term Disability coverage, on the first day of the month following one month of service at Compass Group. Full-time management and professional associates are automatically covered under the Short Term Disability policy after they have completed six months of service.

Full-time team member associates are eligible for benefits on the first day of the month following two months of service after the completion of the company's one-month orientation period. Once you have been employed with Compass Group for more than one year, your employment status and benefits eligibility will be verified based on the average of your actual hours paid in the previous 12 months. This average will be recalculated each year prior to Annual Enrollment.

## How the Program Works

The Compass Group Benefits Program allows an employee to design the benefits program that best meets their personal needs. The following overview provides a high-level understanding of the benefits Compass Group offers.

### What benefits could team members be eligible for?

- Medical
- Wellness Program
- Dental
- Vision
- Basic Life
- Supplemental Life
- Spouse Life
- Child Life
- Short Term Disability (STD)
- Long Term Disability (LTD)
- Accidental Death and Dismemberment (AD&D)
- Flexible Spending Accounts (FSAs)
- Commuter Benefits
- Voluntary Benefits

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## MEDICAL BENEFITS

We are pleased to offer a choice of medical plan options. All plans offer the same quality care, but the way cost is split between the employee and the plan are different.

- **Bronze Plus Plan:** Our Bronze Plus plan meets the federal definition of affordability and requires the lowest payroll deduction, but has a higher deductible that must be satisfied before benefits are paid.
- **Silver Plus Plan:** This is our mid-level plan and requires a modest payroll deduction. In this plan you must meet your deductible before most benefits are paid, except for in-network office visit services, which are covered by paying a copay.
- **Gold Plus Plan:** Our Gold Plus plan provides the most comprehensive coverage and benefit level, but also has the highest payroll deduction.

Generally, medical carriers are offered by state. In most areas, at least one carrier is offered as "Best in Market" with preferred pricing.

## INCOME PROTECTION PLANS

Sometimes health gets complicated — and it is good to know employees have a financial backup plan when they need to take time away. Compass Group's disability plans can help if employees need to be away from work for an extended time because they are sick or injured.

**Short Term Disability (STD):** STD insurance replaces a portion of an employee's income, for up to 26 weeks. STD does not cover work related disabilities — workers compensation covers these disabilities.

**Long Term Disability (LTD):** LTD insurance begins paying benefits after an employee has been disabled for more than six months. The plan pays a monthly benefit, depending on the age at the time of disability. Generally, benefits are payable if the employee is totally disabled.

## FINANCIAL BENEFITS & WELLNESS

Being a part of Compass Group means great rewards for our employees and their families. We offer a range of additional benefits that can help employees save money, protect them from significant expenses not covered by a primary plan, and provide important assistance with everyday needs.

**Retirement Savings Account—401(K):** The Compass Group 401(k) retirement program allows employees to save from 1 to 50 percent of their pay (before income-tax withholding) and invest it in a variety of assets — stocks, bonds and mutual funds. This program is offered through Wells Fargo.

## Vacation Policy

### Time Off For Salaried Team Members

To foster our core values, which include having a workplace environment based on team member responsibility and performance, there is no set minimum or maximum amount of routine time off that can be taken per year for salaried team members. With supervisor approval, eligible Salaried Team Members may take time off for purposes such as relaxation, travel, vacation, personal business, and short term illness/injury, as is needed by the salaried team member and consistent with the Flexible Time Off Plan and the team member's professional obligations to the Company. Such time off will be approved and tracked by supervisors.

The Flexible Time Off Plan does not replace state or municipality required Paid Sick Leave Policies that are in place in various Levy locations. Some states or municipalities have laws in place that require that all team members receive paid sick time each year that can be used for the various reasons set forth in the specific Levy Paid Sick Leave Policies in effect at those locations. Those Paid Sick Leave Policies still apply to team members covered by the Flexible Time Off Plan, which supplements those Paid Sick Leave Policies.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Vacation For Full-time, Non-seasonal Hourly Team Members

We recognize the importance of vacation time in providing the opportunity for rest, recreation, and personal activities. Levy provides paid vacation to all eligible full-time, non-seasonal hourly team members. Full-time is defined as working an average of 30 hours or more per week.

For full-time, non-seasonal, hourly team members, the determination as to whether you are a full-time team member eligible for vacation will be calculated based on the average hours worked from October 3rd of the previous year through October 2nd of the current year. If your regular rate of pay varies from week to week, your vacation pay will equal your average weekly wages during the measurement period. Vacation pay is based on your regular rate of pay, excluding overtime or holiday pay and cannot exceed 40 hours.

The amount of vacation to which you are entitled depends on your tenure with the Company. You begin to accrue vacation pay on a pro-rata basis on your first day of employment. Even though full-time, non-seasonal, hourly team members begin to accrue vacation days on the first day of employment, vacation is not considered earned and cannot be utilized until after 90 days of employment. Vacation time renews at the beginning of each fiscal year.

## Vacation Accrual For Full-time, Non-seasonal Hourly Team Members

Your tenure for vacation is based on the number of years of service completed at the beginning of each fiscal year on the basis of the following schedule:

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## VACATION ACCRUAL FOR FULL-TIME, NON-SEASONAL HOURLY TEAM MEMBERS

Your tenure for vacation is based on the number of years of service completed at the beginning of each fiscal year on the basis of the following schedule:

Years Continuous Service Completed as of October 1st each year	Amount of Vacation Time Available as of October 1st each year
Less than 1 year	1 week (5 days) on a pro-rata basis
1 year or more, but less than 2 years	1 week (5 days)
2 years or more, but less than 6 years	2 weeks (10 days)
6 years or more	3 weeks (15 days)

## Summary

It is up to each team member to take control and make informed decisions that prioritize their health. We are here to support their personal journey — for their health, well-being, security, and future. We are not a company of individuals, but rather a true family of many who need to work together to continue to orchestrate the numerous successes of which we can all be so proud.

Our successes will continue to be built on a foundation of mutual understanding and respect for one another. We are 100% committed to being a family of passionate restaurateurs. We are dedicated to delivering on the personal and professional growth opportunities we have offered to our team members.

For a complete overview of benefits and plan descriptions, visit: <http://www.altogethergreat.com/rewards/enrollment-center/annualenrollmentguides/>

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Team Member Benefits and Training Manual

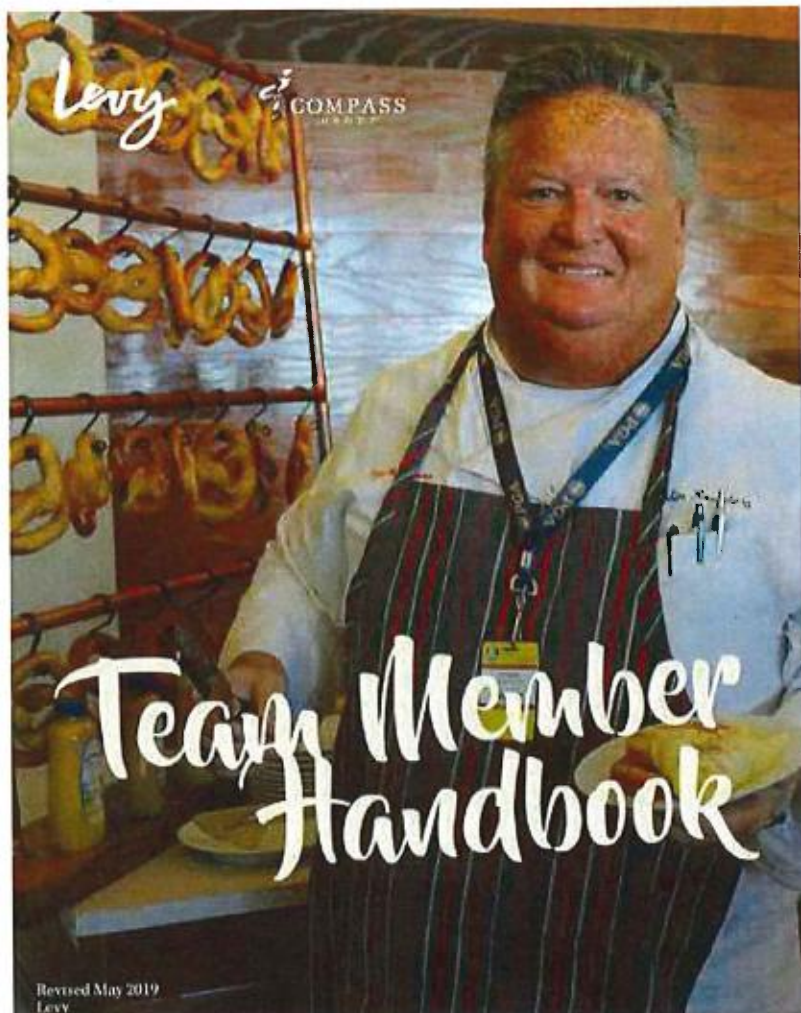
Our team members are an important part of our success. They work hard every day to create legendary experiences for our customers. In return, we invest in our team members by providing a range of benefit plans and programs to care for the “whole you.” As Levy team members, benefits are provided through our parent company, Compass Group. Compass Group supports our team members with tools, resources, and information to learn about their benefits and make thoughtful choices.

For an overview of benefits and plan descriptions, visit: <http://www.altogethergreat.com/rewards/enrollment-center/annualenrollmentguides/>

For our team member handbook, visit:

<http://bit.ly/LevyTeamMemberHandbook>

Great  
People.  
Great  
Rewards.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## STAFFING STANDARDS

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

### Our Scalable Staffing Model

Our resources, experience, and presence in California will deliver an elevated level of senior leadership, management, and access to a much broader population of already-trained staff for the Santa Clara Convention Center. Our proven ability to scale up and scale down staffing support to accommodate event demands and seasonal needs will be critical for your venues. Our breadth and depth in the market is supported by Levy's parent company, Compass Group, whose trained staff in the area would be available to support the Santa Clara Convention Center when you need to scale up for busy events and shows.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



As we know, the ebb and flow of event needs at large-scale facilities are dramatic and should be managed accordingly. Even though thorough planning is the key to support larger events, there are times when changes occur quickly without any prior notice. We have multiple and deep resources to act quickly to any change of business levels. With experienced staff in the area, support is just right around the corner.

Whether it is for the largest seated dinner, Alpha Kappa Alpha's biennial conference, recognized in The Guinness Book of Records, or the nation's largest horse race, the Kentucky Derby, we are prepared to bring experienced staff from around the country to ensure every guest of the largest show or convention has the very best hospitality experience.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





Through our sector Bon Appetit, we literally "feed Silicon Valley," and can leverage our connections with guests on these campuses.\*\*\*



Our immediate 150-mile radius around the Santa Clara area extends to over 350 locations and more than 12,700 employees who collectively share high standards of service and an understanding of how to create the very best guest experiences. In addition to Levy's presence at the Chase Center and the Sonoma Raceway, we have established relationships through Compass Group and Bon Appetit with the Google Corporate Headquarters, the San Francisco Giants, Santa Clara University, and the University of San Francisco, to name a few. Levy and Compass Group are well versed in gearing up for large events.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Staffing Guidelines

We know that every event has a different level of need or complexity to it. To ensure the highest level of guest service and hospitality, we use the following ratios as the minimum standard guideline for staffing all front line team members. The minimum guideline is designed to comply with Levy's standards as well as the current CBA agreement. With this as our benchmark, we evaluate each event and determine needs based on menu, set-up, service parameters, and more. Within this section, we have provided our staffing recommendations for three different event scenarios. Working in collaboration with our partners, our tailored approach to each event ensures that we are always servicing at our best.

### Minimum Staffing Guidelines

Type of Event	Servers to Guests
Table Service for Plated Breakfast	1 Server to 25 Guests
Table Service for Plated Lunch	1 Server to 25 Guests
Table Service for Plated Dinner	1 Server to 20 Guests
VIP Table Service for Plated Dinner	1 Server to 15 Guests
Buffet Line Attendant breakfast/lunch/dinner	1 Server per line
Reception Station/Buffet Line	1 Server per line
Buffet Table Service Breakfast/Lunch/Dinner-China	1 Server to 50 Guests
Reception Station-China	1 Server per line
Boxed Breakfast/Lunch Service-Disposable	1 Server per 100-125 Guests
Reception Bussing-China	1 Server per 75 Guests
Reception Bussing-Disposable	1 Server per 100 Guests
Bar Lead	1 per 1000 Guests
Bar-Hosted Service	1 bartender per 75 Guests
Bar-Cash Service	1 bartender per 100 Guests
Captain	1 Captain per 500 Guests

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Sample Event Staffing for Front and Back of House Positions

### Plated Banquet For 1,000 Guests With Hosted Bar

Front of House		Back of House	
Banquet Captain(s)	2	Lead Kitchen	1
Banquet Server/Busser	50	Lead Cook	1
Lead Bartender	1	Lead Pantry	1
Bartender	14	Cook	4
Bar Porter	3	Pantry	4
		Dishwasher	6

### Continental Breakfast For 500 Guests (Disposable)

Front of House		Back of House	
Banquet Captain(s)	1	Lead Kitchen	1
Banquet Server/Busser	9	Lead Cook	1
		Lead Pantry	1
		Cook	2
		Pantry	2
		Dishwasher	2

### Public Show For 2,500 Guests - 4 Portable Locations

Front of House		Back of House	
Concessions Lead	4	Lead Kitchen	1
Concessions Worker	6	Lead Cook	1
Concessions Cashier	8	Lead Pantry	1
		Cook	2
		Pantry	2
		Dishwasher	2

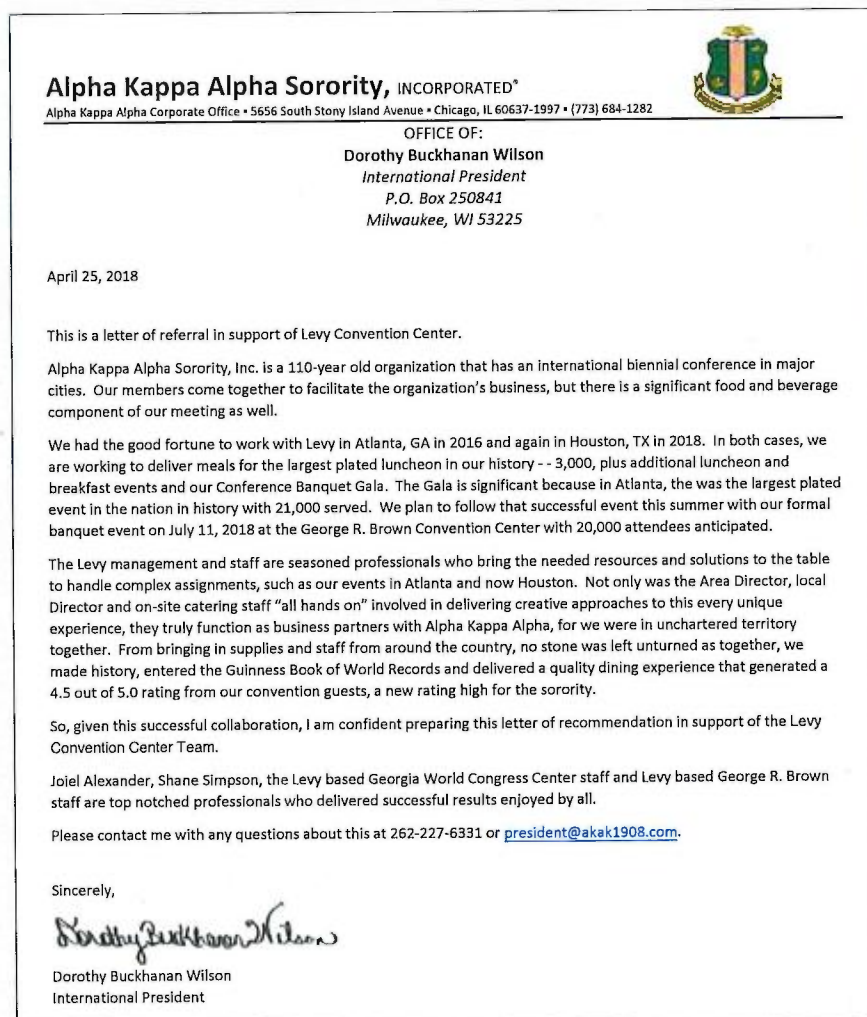
#### NOTE

- Additional Back of House staffing not including for prep/production days.
- When planning for a consumer show or trade show and the number of retail areas - you have to take into consideration how much catering is being provided, the flow of the event and the hours of operation determined by the event timeline, and if meal vouchers are given out to the attendees. Also, when bar sales are an option, that service is always considered.



## Success Story: Alpha Kappa Alpha Sorority Biennial Conference

The following letter highlights Levy's ability to successfully execute and staff events of all sizes. The full letter follows, but we'd like to call out the following quotes: "The Levy management and staff are seasoned professionals who bring the needed resources and solutions to the table to handle complex assignments, such as our events in Atlanta and now Houston. From bringing in supplies and staff from around the country, no stone was left unturned as together, we made history, entered the Guinness Book of World Records and delivered a quality dining experience that generated a 4.5 out of 5.0 rating from our convention guests, a new rating high for the sorority."



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

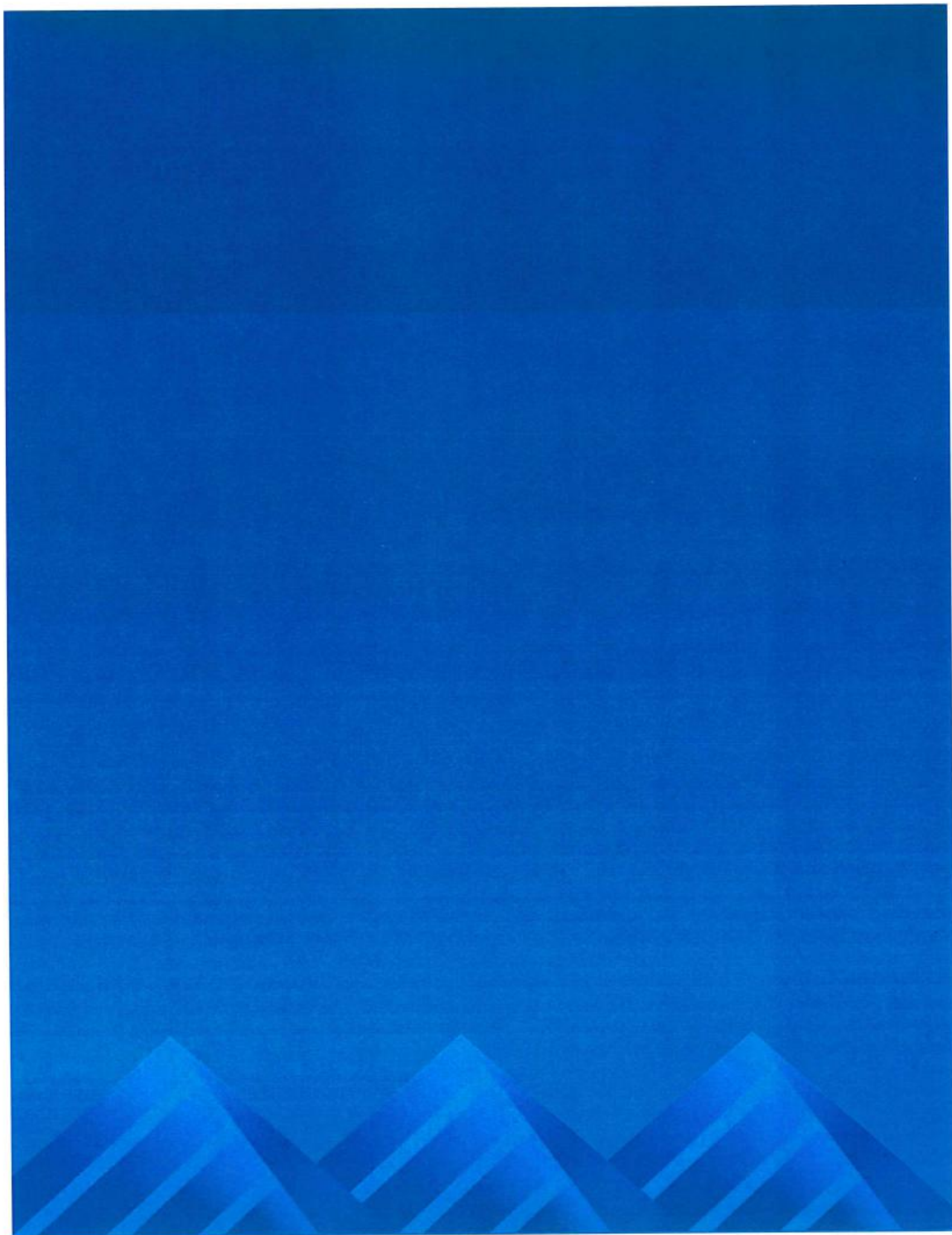


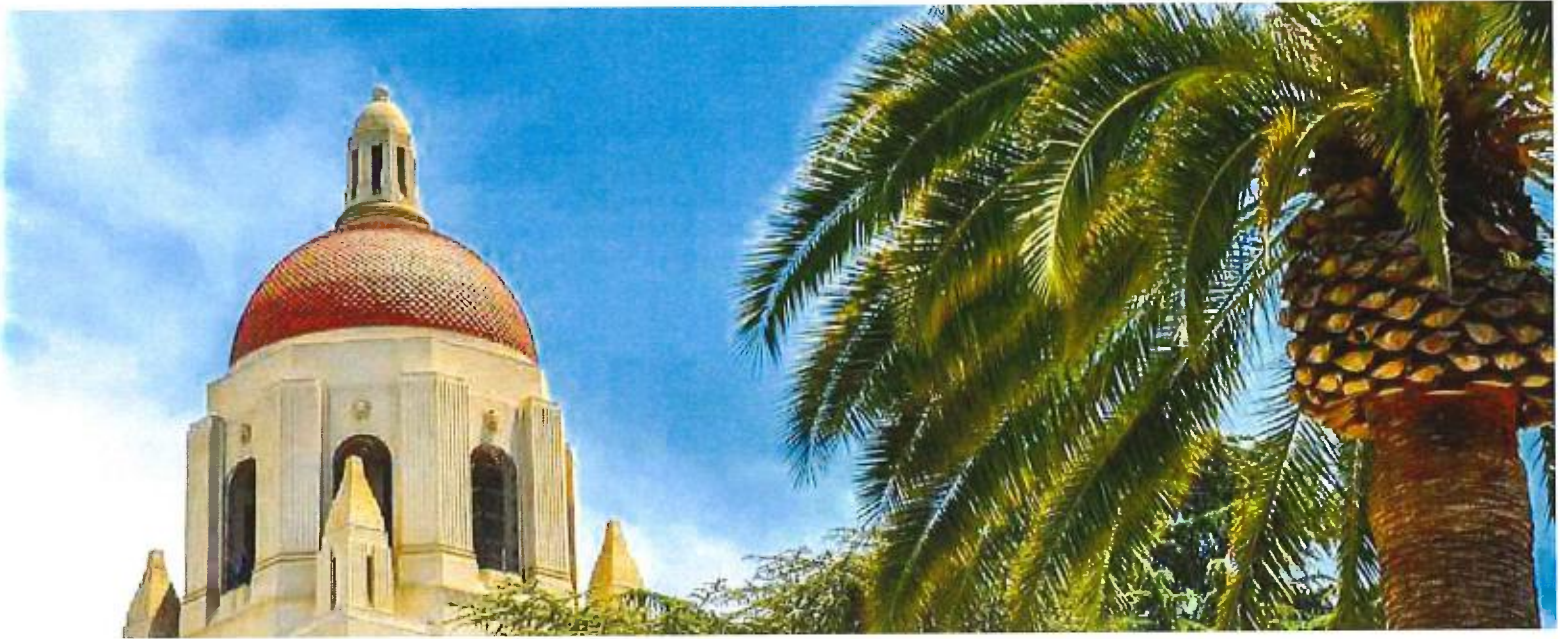
## WORKER RETENTION ORDINANCE

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

If we are fortunate enough to be selected as the next food and beverage operator at the Santa Clara Convention Center, Levy Premium Foodservice Limited Partnership agrees to comply with the terms of the City of Santa Clara Worker Retention Ordinance (Ordinance No. 1964).







## FINANCIAL PROPOSAL

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

We have developed three financial proposals, one in the form of a Concession Agreement, one in the form of a Qualified Management Agreement, and a creative Alternative Proposal for consideration.

All of our proposals include a large up-front investment intended to drive future revenue growth and improve the guest experience coupled with substantial annual returns back to the City.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## \$5,000,000 Investment

Levy is proposing an upfront capital investment of \$5,000,000 to fund improvements to the foodservice facilities as well as Levy's transition into the building. We projected that this investment, and the subsequent transformation of the facilities, will drive significant revenue growth, reaching 30% by Year 2 of the term. We've outlined our creative vision for the future of the Santa Clara Convention Center within this response but ultimately we'd like to engage you in the creative process along the way. We hope that you'll collaborate with us in the creation of final plans and to support that process, we've allotted \$2,274,250 of capital to fund those transformational plans that we come up with together.

Category	Extended Cost
Unrestricted Innovation & Transformation Capital	\$2,274,250
Smallwares	\$800,000
Portable Carts/Transformable	\$400,000
Bakery/Teaching Kitchen	\$350,000
Pre-Opening Budget	\$250,000
E Tuk	\$150,000
Operational Equipment	\$115,000
Chef's tables/service carts	\$114,750
Bars & Bar Backs	\$114,000
Technology / POS	\$112,000
Roof Top Garden Build Out	\$100,000
Smart Market	\$100,000
Uniforms	\$75,000
Farmshelf-Indoor Garden	\$25,000
Briggo infrastructure	\$20,000
<b>Total</b>	<b>\$5,000,000</b>

In all financial proposals, Levy's investment is assumed to amortize over a fifteen year term.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## CONCESSION AGREEMENT PROPOSAL

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

Our proposal under the Concession Agreement format provides the City of Santa Clara with a percentage return based on revenues:

Capital Investment	\$5,000,000
Return to City of Santa Clara	31.5% of Gross Receipts

This format comes with little financial risk to the City and shifts the ownership of all food and beverage decisions over to Levy. In our experience, this arrangement can be viewed positively if the primary goal is simply to have a steady stream of income from the convention center. However, this format comes with the risk that the goals of both sides are not fully aligned due to the sole emphasis on top line revenues.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## QUALIFIED MANAGEMENT PROPOSAL

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

Our proposal under the Qualified Management format includes a fixed fee plus an incentive based on revenue growth:

Capital Investment	\$5,000,000
Levy Management Fee	\$500,000
Levy's Incentive	10.0% of Gross Receipts over \$8,000,000

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

This format provides a benefit to the city in the form of greater operational control over decision making while also moving financial responsibility over to the City. This format allows the City to establish the guest experience that it desires under a cost structure that it finds suitable, drawing from Levy's industry experience.

## Alternative Proposal

Our proposal under an Alternative format includes a fee based on gross receipts plus a mechanism to share profits, putting an emphasis on top line revenues and bottom line profits:

Capital Investment	\$5,000,000
Levy Management Fee	4.5% of Gross Receipts
Levy's Share of Net Receipts	8.0% of Net Receipts
City's Share of Net Receipts	92.0% of Net Receipts

In our experience, this format puts a focus on aligned growth objectives and fiscal responsibility. This structure allows us to put forth cutting-edge innovation that delivers a world-class guest experience in your facilities while also managing costs in a manner that delivers healthy financial returns year after year. This is a structure that gives the City of Santa Clara the ability to direct decision-making while guided by Levy's industry expertise. The risk associated with this structure is that the City takes on more financial responsibility.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## RESERVE FUNDS

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

### 4% Dedicated Reserve Fundings

Beyond the initial investment into the Santa Clara Convention Center, Levy is proposing to set aside funds into three key reserve funds. All of our proposals include these reserve funds.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Repair, Maintenance & Replacement Reserve

Levy is proposing to utilize up to 3.5% of Gross Receipts for this fund. This fund will be used to ensure that equipment and offerings remain current throughout the term which will enable us to deliver on the customer service your guests expect.

## Bad Debt Reserve

Levy is proposing to utilize up to 0.25% of Gross Receipts for this fund. This fund will be used to ensure a threshold exists to cover bad debt expense throughout the term.

## Training Reserve

Levy is proposing to utilize up to 0.25% of Gross Receipts for this fund. This fund will be used to provide training programs and other job-related educational programs for the food and beverage team members.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## CREATIVITY AND INNOVATION

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

The Food Story we create for Santa Clara Convention Center will serve as your platform to differentiate the convention center from other venues and appeal to each of our target audiences. Founded in data, we are able to create a cohesive brand around our food and beverage experience that allows for the flexibility to customize the venue's programming according to event-based preferences and guest needs. This unique combination of data and creativity culminates in a partnership that drives revenue growth, further supporting the financial goals of the City.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Defining Your Food Story

We create a truly unique food and hospitality experience that includes concepts, menus, and service styles with every partner. It is a localized food, beverage, and hospitality program to drive revenues, guest satisfaction, and distinction. It's what we call our Food Story. It is collaboratively crafted to be the most strategic, meaningful story to engage guests and inspire our operational leaders and team members to bring something special to our guests each and every day.

**OUR PROPOSED  
FOOD STORY FOR  
SANTA CLARA  
CONVENTION CENTER,  
VALLEY & VINE, IS  
IN SECTION 15.7.14  
MARKETING PLAN.**

## Connecting All Brand Touchpoints

Our team will work with you across all brand touchpoints to ensure the food and beverage program is based on research, guest needs, and requests, local design trends, and, most importantly, your mission and vision. To develop a unique Santa Clara experience, our team will create optimal experiences for your guests and our operators by ensuring your Food Story is weaved through signature concepts, connecting elements, and overall touch points such as menu boards, promotional materials, staff style, and packaging.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





## FINANCIAL ASSUMPTIONS

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

### Revenues

Our revenue growth assumptions align with our expected use of investment funds as well as the track record for growth that we've demonstrated within our convention center division. We have phased our growth according to the expected implementation of investment dollars with our revenues in Year 2 reaching \$12,976,597, 30% higher than reported in 2018.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Cost of Sales

The main assumptions driving our Cost of Sales figure is sales mix. We've assumed, based on information provided, that food makes up 85-90% of spend while beverages compile the remainder. We have also assumed that our purchasing power through Compass Group and Foodbuy will yield added savings, which is reflected in our projections.

## Personnel Costs

Our personnel assumptions are based on our assessment of the venue, our knowledge of the labor market in the Bay Area, and our experience with Unite Here. In addition, we utilized the information provided during the RFP process to inform our assumptions around expected staffing needs for various event types.

## Other Operating Costs

Other operating costs include all other costs associated with the operation such as supplies, credit card fees, computer software, smallwares, equipment rental, and uniforms. There are many categories included in this line item but this specifically excludes any corporate overhead and any allocation of corporate costs that are not directly attributed to the venue.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.



## Proforma Financials

Our proforma financials for the first five years of operations are included as follows.

OPERATING PROFORMA (000s Omitted)										
Revenues	Year 1		Year 2		Year 3		Year 4		Year 5	
Food & Beverage										
Total Sales	\$11,044		\$12,977		\$13,820		\$14,511		\$15,237	
Cost of Sales										
Food	\$1,253		\$1,472		\$1,568		\$1,646		\$1,728	
Beverage	\$482		\$566		\$603		\$633		\$665	
Total Cost of Sales	\$1,735	15.7%	\$2,038	15.7%	\$2,171	15.7%	\$2,280	15.7%	\$2,394	15.7%
Gross Profit	\$9,309	84.3%	\$10,938	84.3%	\$11,649	84.3%	\$12,232	84.3%	\$12,843	84.3%
Personnel Costs										
Management & Staffing	\$1,641		\$1,690		\$1,741		\$1,793		\$1,847	
Payroll Fringe & Related Costs	\$1,030		\$1,147		\$1,206		\$1,257		\$1,310	
Administrative Charge	\$(1,533)		\$(1,801)		\$(1,891)		\$(1,985)		\$(2,085)	
Union Costs	\$122		\$144		\$153		\$161		\$169	
Variable Labor	\$2,226		\$2,615		\$2,785		\$2,924		\$3,071	
Total Personnel Cost	\$3,486	31.6%	\$3,795	29.2%	\$3,994	28.9%	\$4,149	28.6%	\$4,312	28.3%
General & Administrative Cost										
All Other Operating Expenses	\$1,037		\$1,231		\$1,325		\$1,405		\$1,491	
Bad Debt Reserve	\$28		\$32		\$35		\$36		\$38	
Training Fund	\$28		\$32		\$35		\$36		\$38	
Capital Reserve	\$387		\$454		\$484		\$508		\$533	
Total General & Administrative Costs	\$1,478	13.4%	\$1,750	13.5%	\$1,878	13.6%	\$1,986	13.7%	\$2,100	13.8%
Profits Available for Distribution before Fees	\$4,344	39.3%	\$5,393	36.6%	\$5,778	41.8%	\$6,096	42.0%	\$6,431	42.2%

Note: Proforma does not take into account any Management fees or Commission payments. This is representative of Operating Profits only.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Notes to Financial Proposal

- Our proposal assumes Levy is provided a turn-key facility throughout the term.
- Gross Receipts shall refer to the total amount of money received by Levy in conjunction with the operations excluding sales and other taxes, credit card fees, amounts not received from bad debts, discounted sales, service charges and gratuities.
- Net Receipts shall refer to Gross Receipts less all applicable operating expenses, including the reserves identified herein.
- The Capital Investment shall amortize on a straight line basis over fifteen years as Levy's sole expense and any unamortized portion shall be reimbursed to Levy in the event of termination for any reason.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.





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

At Levy, we are committed to maximizing service levels to guests and revenues to the City.

## Financial Proposal

In Section 15.9.1, we provided the three financial proposals we've developed for Santa Clara Convention Center. One is in the form of a Concession Agreement, one in the form of a Qualified Management Agreement, and a creative Alternative Proposal for consideration. All of our proposals include a large up-front investment intended to drive future revenue growth and improve the guest experience coupled with substantial annual returns back to the City.

This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.

## Guest Sentiment & Guestshare Program

To continually improve, we know that we need to have a direct line to our guests. We'll evaluate guest experience and sentiment of our food and beverage performance using our proprietary GuestShare program. This program has been developed and continually evolved by E15, and through their support, we will provide daily reports for the following performance expectations:

**Food Quality:** Including taste, freshness, appearance, and reputable brands.

**Service Levels:** Including friendly and knowledgeable employees, reasonable wait times, and employee appearance.

**Value:** Including value of food for price paid and variety of offerings.

**Overall Experience:** Including likelihood to attend another event at the Santa Clara Convention Center, sentiment level standards will be agreed upon as part of our KPI's at the onset of our partnership.

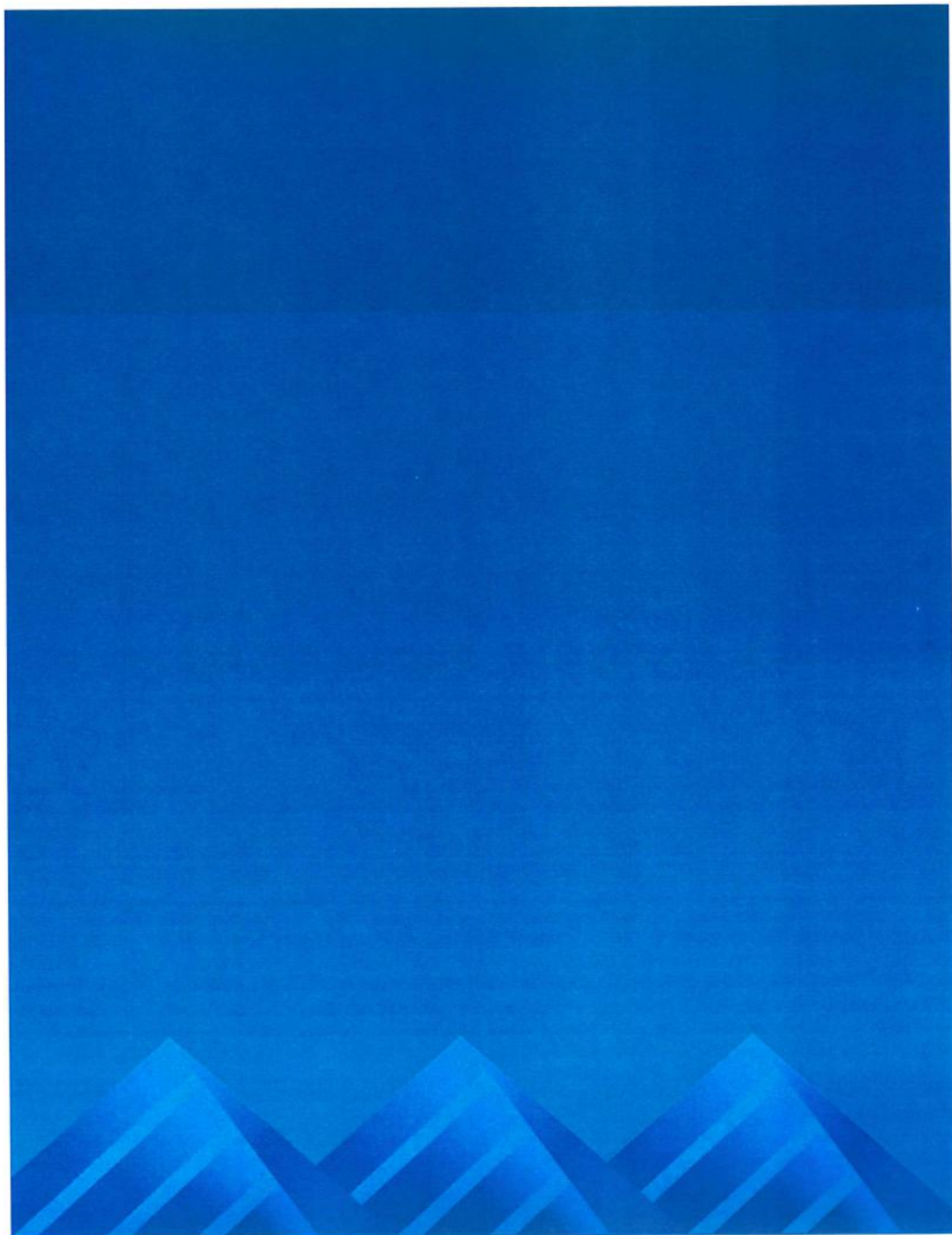
Please reference Section 15.7.16 Overall Convention Center Metrics for more detail on our approach to supporting Santa Clara Convention Center's success.

Our entire proposal for the Santa Clara Convention Center has been developed to maximize guest satisfaction and drive revenues.



This document and its terms and conditions constitute confidential and proprietary information of Levy and its affiliates and shall be maintained as confidential. This document or its contents may not be disclosed to any third party, without the express written consent of Levy.











**AGREEMENT FOR FOOD AND BEVERAGE SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**

**DATED: NOVEMBER 1, 2019**



## TABLE OF CONTENTS

Section 1.	Definitions.....	4
Section 2.	Agreement Documents.....	7
Section 3.	Term of Agreement.....	7
3.1.	Initial Term.....	7
3.2.	Option Terms.....	7
3.3.	No Automatic Renewals.....	8
Section 4.	Representation and Warranties.....	8
Section 5.	Employees.....	8
5.1.	General.....	8
5.2.	Local Hiring and Contracted Services.....	9
5.3.	Labor Relations.....	9
Section 6.	Staffing.....	9
6.1.	General.....	9
6.2.	Unit Staffing, Labor and Personnel Training Practices.....	10
6.3.	City's Worker Retention Ordinance.....	11
Section 7.	Removal of Subcontractor.....	11
Section 8.	Scope of Services.....	11
8.1.	General.....	12
8.2.	Goals and Objectives.....	12
8.3.	Foodservice Provision.....	13
8.4.	Types of Services.....	14
8.5.	Operating Conditions.....	15
8.6.	Uniforms and Linens.....	18
8.7.	Menus.....	18
8.8.	Food Handling.....	19
8.9.	Food Quality.....	19
8.10.	Items to be Sold.....	20
8.11.	Alcoholic Beverages.....	21
8.12.	Wardrobe Checking.....	22
8.13.	Operations Warewashing.....	23
8.14.	Equipment, Repair and Maintenance.....	23
8.15.	Cleaning, Inspection, and Sanitation.....	25

8.16.	Maintenance Contractor .....	25
8.17.	Deliveries .....	26
8.18.	Garbage .....	26
8.19.	Grease .....	26
8.20.	Hours of Operation .....	26
8.21.	Use of Premises by Others .....	27
8.22.	Take-Out Sales .....	27
8.23.	Restriction on Sales .....	27
8.24.	Sampling .....	27
Section 9.	Purchasing Policy .....	28
Section 10.	Compensation .....	28
Section 11.	Performance Measures .....	28
11.2.	Rebate of Management Fee .....	30
Section 12.	Fiscal Arrangement .....	31
12.1.	Operating Account .....	31
12.2.	Capital Fund and Reserves .....	32
12.3.	Pre-Opening Expenses .....	33
Section 13.	Establishment of Operating Budget .....	33
Section 14.	Investments .....	34
Section 15.	Capital Improvements, Repairs and Replacements .....	35
Section 16.	Fiscal Responsibility and Accountability .....	36
16.1.	Monthly and Quarterly Reporting .....	36
16.2.	Dashboard Reports .....	36
16.3.	Annual Performance Audit and Financial Statement Audit .....	36
16.4.	Taxes and Assessments .....	37
16.5.	Internal Control Structure .....	38
16.6.	Duty to Keep City Informed .....	38
16.7.	Regarding Notes/Guarantees/Loan Agreements .....	38
Section 17.	Agreement Monitoring .....	39
Section 18.	Data Security .....	39
Section 19.	Termination .....	40
19.1.	Termination by City .....	40
19.2.	Termination by Contractor .....	41
19.3.	Effect of Termination or Expiration .....	41
19.4.	Casualty Event .....	43
Section 20.	Assignment and Subcontracting .....	43



Section 21. No Third-Party Beneficiary .....	44
Section 22. Independent Contractor .....	44
Section 23. Confidentiality of Material.....	44
Section 24. Ownership Of Material .....	44
Section 25. Hold Harmless/Indemnification .....	44
Section 27. Consents; Waiver .....	45
Section 28. Notices .....	46
Section 29. Compliance with Laws .....	46
Section 30. Conflicts of Interest.....	46
Section 31. Fair Employment .....	47
Section 32. No Use of City Name or Emblem .....	47
Section 33. Governing Law and Venue .....	47
Section 34. Severability Clause .....	47
Section 35. Amendments .....	47
Section 36. Counterparts.....	48
Exhibit A – Proforma Budget.....	49
Exhibit A – Proforma Budget (cont.).....	50
Exhibit A – Proforma Budget (cont.).....	51
Exhibit B – Pre-Opening Expenses Estimate .....	52
Exhibit C – Sample Calculation of Performance Measures .....	53
Exhibit D – Insurance Requirements .....	54

**AGREEMENT FOR FOOD AND BEVERAGE SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**

**PREAMBLE**

This Agreement is entered into on November 1, 2019, by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City owns the facility known as the "Santa Clara Convention Center" located in Santa Clara, California (the "Convention Center");
- B. On May 13, 2019, City issued a Request for Proposal ("RFP") to select a qualified firm to provide Food and Beverage Operations for the Convention Center;
- C. Contractor sent City a proposal in response to the RFP, dated June 24, 2019, thereby acknowledging the City's requirements, and further acknowledging requirements communicated in related RFP documents, oral presentations, and the exchange of information leading up to this Agreement (collectively, the "RFP Proposal"); and
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.
- E. The Parties hereby acknowledge and agree that they are bound by the terms and conditions of this Agreement starting on the Effective Date set forth above; however, the Term of this Agreement shall begin upon the commencement date for Food and Beverage Services, as further described in Section 3.1.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**Section 1. Definitions**

- 1.1. **"Allowable Expense"** shall mean the cost of goods sold; direct labor paid, including applicable taxes, workers' compensation, fringe benefits for on-site management staff and employees as reasonably approved by the Convention Center's Operator; direct expenses paid for supplies; allocated insurance costs; taxes; telephone; postage; cleaning supplies; waste removal; pest control, permits; printing; decorating; repair and maintenance; uniforms; bank charges; the Management Fee; the Incentive Fee; accruals for reserves; marketing materials; and other costs associated with the operation such as supplies, credit card fees, computer software,



smallwares, equipment rental, and uniforms. The following expenses shall not be included in Allowable Expenses: Contractor's offsite supervision and support services (accounting and payroll services, facility planning and design, auditing, purchasing, personnel, etc.), Business Profit Taxes including the Possessory Interest Tax assessed by the County Assessor, other general corporate administrative and overhead expenses, and any allocation of corporate costs that are not directly attributed to the Convention Center.

- 1.2. **"Bad Debt Reserve"** shall have the meaning assigned to it in Section 12.2.3.
- 1.3. **"Capital Fund"** shall have the meaning assigned to it in Section 12.2.1.
- 1.4. **"City"** shall mean the City of Santa Clara. All references to City shall also include by reference those persons designated by the City to manage and oversee the Agreement.
- 1.5. **"Community Enrichment Investment"** shall have the meaning assigned to it in Section 14.2.
- 1.6. **"Convention Center"** shall mean the Santa Clara Convention Center.
- 1.7. **"Effective Date"** shall mean November 1, 2019.
- 1.8. **"Food and Beverage Services"** or **"Services"** or **"Foodservices"** shall mean the business of managing and providing (or causing to be provided) food, food products, candy, non-alcoholic and alcoholic beverages, novelties, souvenirs and merchandise in the concession areas, seating bowl, picnic areas, luxury boxes, restaurants, lounges, banquet rooms, catering areas, and all other areas of the Convention Center.
- 1.9. **"Force Majeure"** shall mean an act of God, riot, invasion, fire, flood, earthquake, tornado, storm, accident, strike, employee lockout or walk-out, or government interference, regulation, appropriation or rationing or any other event or condition similar to those enumerated above, that would render impossible a party's ability to perform hereunder.
- 1.10. **"General & Administrative Costs"** shall mean the cost of all other operating expenses and reserves.
- 1.11. **"Gross Receipts"** shall mean the total of all amounts received by Contractor from the operation of the Food and Beverage Services, including the net amount received by Contractor from subcontractors, any service charges and gratuities retained by Contractor, whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less only retail sales taxes and other direct taxes imposed upon receipts collected from the consumer. Gross Receipts shall include amounts received from the sale of goods at the Convention Center as well as amounts received from orders taken or received at the Convention Center (regardless of where such orders are filled).
- 1.12. **"Incentive Fee"** shall have the meaning assigned to it in Section 10.

Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

### **Section 31. Fair Employment**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

### **Section 32. No Use of City Name or Emblem**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

### **Section 33. Governing Law and Venue**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

### **Section 34. Severability Clause**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

### **Section 35. Amendments**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.



- 1.13. **"Management Fee"** shall have the meaning assigned to it in Section 10.
- 1.14. **"Monthly Accounting Period"** shall mean the last day of each calendar month during the Term.
- 1.15. **"Net Profit"** shall mean the amount by which Gross Receipts exceed Allowable Expenses for the period in question.
- 1.16. **"Net Receipts"** shall mean the Gross Receipts less (i) all Allowable Expenses, including the Management Fee, and (ii) the items specifically identified elsewhere in this Agreement as being reimbursable out of or chargeable against the Gross Receipts.
- 1.17. **"Operating Account"** shall have the meaning assigned to it in Section 12.1.
- 1.18. **"Operating Budget"** shall have the meaning assigned to it in Section 13.1.
- 1.19. **"Operating Year"** shall mean each 12-month period of time during the Term beginning on July 1 and ending on June 30 including extension periods, if any, except the initial Operating Year shall commence on January 1, 2020 and end on June 30, 2020, as shown below.

<b>Initial Term</b>	
2019-2020 Operating Year	January 1, 2020 to June 30, 2020
2020-2021 Operating Year	July 1, 2020 to June 30, 2021
2021-2022 Operating Year	July 1, 2021 to June 30, 2022
2022-2023 Operating Year	July 1, 2022 to June 30, 2023
2023-2024 Operating Year	July 1, 2023 to June 30, 2024
2024-2025 Operating Year	July 1, 2024 to June 30, 2025
<b>Option Term One</b>	
2025-2026 Operating Year	July 1, 2025 to June 30, 2026
2026-2027 Operating Year	July 1, 2026 to June 30, 2027
2027-2028 Operating Year	July 1, 2027 to June 30, 2028
2028-2029 Operating Year	July 1, 2028 to June 30, 2029
2029-2030 Operating Year	July 1, 2029 to June 30, 2030
<b>Option Term Two</b>	
2030-2031 Operating Year	July 1, 2030 to June 30, 2031
2031-2032 Operating Year	July 1, 2031 to June 30, 2032
2032-2033 Operating Year	July 1, 2032 to June 30, 2033
2033-2034 Operating Year	July 1, 2033 to June 30, 2034
2034-2035 Operating Year	July 1, 2034 to June 30, 2035

- 1.20. **"Operations Investment"** shall have the meaning assigned to it in Section 14.1.
- 1.21. **"Operator"** shall mean the vendor under contract with the City to manage and operate the Convention Center.
- 1.22. **"Performance Audit"** shall have the meaning assigned to it in Section 16.3.3
- 1.23. **"Pre-Opening Expenses"** shall have the meaning assigned to it in Section 12.3

- 1.24. **"SCCVB"** shall mean the City-designated Destination Marketing Organization or successor DMO.
- 1.25. **"Shortfall"** shall have the meaning assigned to it in Section 12.1.2.
- 1.26. **"Training Reserve"** shall have the meaning assigned to it in Section 12.2.2.
- 1.27. **"Weighted Percentage"** shall have the meaning assigned to it in Section 11.1
- 1.28. **"Weighted Achievement Percentage"** shall have the meaning assigned to it in Section 11.1.

## **Section 2. Agreement Documents**

- 2.1. The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:
  - 2.1.1. Exhibit A – Proforma Budget
  - 2.1.2. Exhibit B – Pre-Opening Expense Estimate
  - 2.1.3. Exhibit C – Sample Calculation of Performance Measures
  - 2.1.4. Exhibit D – Insurance Requirements
- 2.2. To the extent each is not inconsistent with this Agreement, City's RFP # CMO-003 (including subsequent updates), Contractor's proposal response dated June 24, 2019, Contractor's demonstration materials dated July 31, 2019, and Contractor's Best and Final Offer response dated August 7, 2019 are hereby incorporated by reference herein.
- 2.3. This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **Section 3. Term of Agreement**

### **3.1. Initial Term**

Except as otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment, the term of this Agreement shall begin on November 1, 2019 ("Effective Date") and expire on 11:59 pm on June 30, 2025 ("Initial Term"). Notwithstanding the Effective Date, this Agreement shall be binding on the parties upon full execution hereof.

### **3.2. Option Terms**

Upon expiration of the Initial Term, City has the option and sole discretion to extend this



Agreement, according to all terms and conditions, for a subsequent term of five (5) years ("Option Term One") by serving notice to Contractor no later than 180 calendar days from the expiration of the Initial Term. Upon expiration of Option Term One, City has the option and sole discretion to extend this Agreement, according to all terms and conditions, for a subsequent term of five (5) years ("Option Term Two") by serving notice to Contractor no later than 180 calendar days from the expiration of Option Term One. The Initial Term plus any such renewal terms is sometimes referred to herein as the "Term".

### **3.3. No Automatic Renewals**

There shall be no automatic renewal of this Agreement upon the expiration of the Initial Term or either Option Terms.

## **Section 4. Representation and Warranties**

Contractor represents, warrants, and maintains the following:

- 4.1. Contractor maintains that it has the experience, expertise and resources necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skill and knowledge.
- 4.2. There are no actions, suits or proceedings pending or, to the knowledge of Contractor, threatened against or affecting Contractor which could have a material adverse effect on the ability of Contractor to honor its obligations under this Agreement or that involve the enforceability of this Agreement, at law or in equity.
- 4.3. Contractor is not in default in violation of, operating under, or subject to, any order, writ, injunction, decree or demand of any court or any governmental authority.
- 4.4. The consummation of the transactions hereby contemplated and the performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement, corporate charter, bylaw, or other agreement or instrument to which Contractor is a party or by which it or any of its assets may be bound or affected.
- 4.5. Contractor is not insolvent (as such term is defined in the Bankruptcy Code of 1978, 11 U.S.C. Section 101, et seq., as amended) and will not be rendered insolvent by execution of this Agreement or the consummation of the transactions contemplated hereby.

## **Section 5. Employees**

### **5.1. General**

All employees of Contractor, or of any subcontractor, shall be employees of Contractor and/or those same subcontractor(s), and not City. Subject to the requirements in the City's Retention Ordinance and applicable requirements and obligation otherwise set forth in this Agreement, including this Section, Contractor has sole discretion to select the number, function, qualifications, and compensation, including salary and benefits, of its employees, and shall control the terms and conditions of employment relating to such employees. At all

times during the Term of the Agreement, Contractor shall make available to the City for its review Contractor's recruitment and payroll policies.

## **5.2. Local Hiring and Contracted Services**

Contractor shall make reasonable efforts to recruit, employ, and contract with qualified individuals and businesses that are part of the work force and business community within the City of Santa Clara, and to provide employment, contracting, and business participation opportunities to residents of the City of Santa Clara, including women, minorities, and economically disadvantaged individuals.

## **5.3. Labor Relations**

The Parties agree that Contractor's performance under this Agreement and the ongoing operations of the food and beverage operations at the Convention Center are sufficiently vulnerable to disputes related to organized labor, and resulting interruptions in foodservice and operations at the Convention Center, and that labor peace is essential to the Parties' common interests under this Agreement. Therefore, to avoid any interruption to the foodservice operations, Contractor hereby affirms that it will make commercially reasonable efforts in order to assure labor peace during any Term of this Agreement.

# **Section 6. Staffing**

## **6.1. General**

- 6.1.1.** Contractor shall select, employ, train, furnish and deploy in the optimum number (to match work requirements), in each work classification, employees who are proficient, productive, and courteous to patrons and shall discipline, and if necessary, discharge (subject to the terms and conditions of any then current collective bargaining agreement) of all personnel working in this operation. Contractor shall also provide adequately trained relief personnel in the event of absences.
- 6.1.2.** Contractor shall furnish all necessary qualified supervision for the performance of the food and beverage service and agrees to assign to his/her operation a highly competent, full-time resident manager who shall have no duties other than direction of this operation. The Contractor shall secure the Operator's approval in advance as to the qualification of the manager and executive chef for this assignment, and, once assigned to this operation, such manager and chef shall not be hired without the approval of the Operator.
- 6.1.3.** The City and Operator will have the right to interview and approve any candidates for general manager and executive chef.
- 6.1.4.** Contractor's management should be available at all food/beverage functions/operations and said Contractor will set up a travel fund through a reserve account to permit travel/sales of Convention Center's food/beverage sales management staff for purpose of promoting and selling future events to prospective clients of the Convention Center (classified as part of general and administrative costs). All funds deposited in the foregoing described reserve shall be charged as an Allowable Expense. A



minimum of two management level full-time equivalents shall be designated as full-time sales professionals for this Agreement. The focus of the Contractor sales team will be on direct sales for social catering business and active support of all other event types in conjunction with the Operator and SCCVB.

- 6.1.5. If at any time the Operator reasonably determines that the Contractor's general manager, executive chef or his/her alternate is unsatisfactory, and such reasonable causes and reasons are duly reported in writing by the Operator to the Contractor, Contractor shall, within thirty (30) calendar days or such other timeframe that is mutually agreed by Operator and Contractor, replace him/her with a general manager who is satisfactory to the Convention Center. Contractor shall provide an interim general manager, executive chef or his/her alternate (as applicable) until the replacement individual has been approved. If, at any time, Contractor's general manager or executive chef desires to leave the Convention Center, Contractor shall use commercially reasonable efforts to cause the current general manager or executive chef to provide to the replacement general manager or executive chef such detailed training as necessary and required before changing his/her position.
- 6.1.6. Contractor agrees that there shall be no discrimination by it against any person, with respect to opportunity for employment or conditions of employment, because of race, color, religion, national origin, age or sex and warrants that it will comply with all applicable local, state and federal laws relating to employment practices.
- 6.1.7. Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding and income taxes, Unemployment Insurance, Workers' Compensation and Social Security) and the like, as required by the law. The foregoing costs and expenses shall be charged as Allowable Expenses.
- 6.1.8. Contractor will be responsible for requiring employees to abide by all instruction, regulation and codes specified by Operator as set forth in their Personnel Policy Manual and as may be amended from time to time. If Contractor object to updates to the Personnel Policy Manual as being inconsistent with Contractor's current operating policies and practices, Contractor shall meet with Operator to resolve the conflicts. Nothing herein modifies Contractor's obligation to comply with all applicable regulations and codes.

## **6.2. Unit Staffing, Labor and Personnel Training Practices**

Prior to commencement of work in the Convention Center, Contractor shall furnish to the Operator a written statement setting forth training practices, the names of all employees, the commencement date of the employment at the Convention Center for each such employee, and the duties to be performed by each. Contractor shall also furnish to the Operator on a quarterly basis a written statement setting forth the names of persons being hired and ceasing to be employed in the Convention Center.

In addition, prior to commencement of work in the Convention Center, Contractor shall:

- 6.2.1. Describe outreach efforts to hire employees and contractors from Santa Clara and that reflect the diversity of the community.
- 6.2.2. Provide the number of entry level employee hours to be devoted to formal training for the staff at the Convention Center.
- 6.2.3. Submit a copy of the Employee Handbook. The City hereby acknowledges and agrees that Contractor's Employee Handbook is confidential information of Contractor, and therefore, the Operator shall not be permitted to disclose such Employee Handbook to any person or entity without Contractor's prior written consent. The Operator reserves the right to review the handbook and suggest any changes.
- 6.2.4. Describe recruiting techniques and sources of non-management labor.
- 6.2.5. Describe personnel policies and practices.
- 6.2.6. Deliver the transition plan for all aspects of the Food and Beverage operation.

### **6.3. City's Worker Retention Ordinance**

Contractor shall comply with the City's Worker Retention Ordinance that requires that any City of Santa Clara business with more than 25 employees and/or any entertainment/convention venue with a capacity of 8,000 or more is subject to provisions of the Worker Retention Ordinance. The Ordinance requires applicable businesses who are considering changing contractors that provide food service, building service and/or security service, to require a new contractor to retain the existing employees for a period of ninety (90) days. During the transition, if at any time during the first ninety (90) days the successor Contractor determines that fewer employees are required, the successor Contractor shall retain employees based on seniority only. The complete Worker Retention Ordinance may be found at: <http://santaclaraca.gov/government/departments/city-manager/worker-retention>.

## **Section 7. Removal of Subcontractor**

To the extent permitted by applicable law, the City or Operator reserves the right to remove any subcontractor from the premises whose background, performance and/or general methodologies are deemed by the City or Operator, not in the best interests of the overall Convention Center operation.

## **Section 8. Scope of Services**

The standard for performance of services by Contractor will be in accordance with the express provisions of this Agreement and in accordance with industry standards, commitments outlined in this agreement and the RFP Proposal, and best practices. Without limiting the generality of the foregoing, Contractor agrees to perform and furnish management services, systems, and materials needed to operate, supervise, manage, and maintain the foodservice operations at the Convention Center with the highest quality and efficient manner possible, consistent with the direction outlined in the RFP Proposal and competitive with operations of other similar facilities.



## **8.1. General**

- 8.1.1.** Contractor shall have the exclusive right to operate foodservice areas, bars refreshment stands and vending operations selling food and beverages (alcoholic and non-alcoholic), except as herein otherwise provided. The rights also include wardrobe checking which may, from time to time, be subcontracted to a third-party subject to approval by the Operator. Failure to provide any service essential to the foodservice operation of the Convention Center as determined by the City and Operator will be considered a material breach of the Agreement. Contractor will be expected to subcontract specialty caterers when it is advantageous in attracting business or fulfilling the commitment to local businesses to the Convention Center.
- 8.1.2.** The exclusive rights granted herein shall not include the sale at the Convention Center premises of audio/video recordings, non-food sundry items including but not be limited to: personal care products, programs, souvenir books, or other printed matter of a like nature and copyright novelties. However, the Operator may request Contractor to sell such items or may develop a separate contract granting exclusive rights for the sales of such items.
- 8.1.3.** The Operator shall give Contractor "read only" access to the Convention Center Calendar software platform and advanced notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. Every effort will be made by the Operator to notify Contractor of cancellation of previously scheduled events to which due notice has been given the Operator. Contractor on the other hand shall be held strictly accountable for furnishing full and adequate service for the full period of time required for any event of which the Contractor has had notice. Further, nothing contained herein shall be interpreted to limit the Contractor in taking the initiative to obtain event information from the Operator in a timely manner.
- 8.1.4.** The Operator and SCCVB will also inform Contractor of the tentative business and prospects that are under consideration, and it is expected that Contractor will offer assistance and support in converting prospects and tentative business to definite business with all event types.
- 8.1.5.** Should Contractor utilize the Convention Center foodservice facilities for off-site food functions, approval of the Operator must first be obtained in writing and such off-site foodservice will be subject to restrictions imposed at that time, all such services to be considered as part of gross sales and as such be included under the management fee as per the set-out schedule, unless otherwise agreed by City and Contractor in writing. City Council approval may be required to establish conditions regarding such off site use.

## **8.2. Goals and Objectives**

- 8.2.1.** Operate a first-class, high-quality, food and beverage operation at the Convention Center servicing events ranging from conventions to consumer shows and meetings to entertainment to community events.

- 8.2.2. Provide a level of service and quality that rivals the industry and supports the Convention Center in its overall effort to compete for business.
- 8.2.3. Identify and implement initiatives to support the City of Santa Clara's priorities as it relates to the Convention Center's fiscal results, generating economic impact and positively impacting the local community while: 1) ensuring that the Convention Center remains competitive with other convention venues in both pricing and service levels, and 2) attracting and retaining conventions, trade shows, sporting events and other meetings to the Convention Center.
- 8.2.4. Provide exemplary customer service to attendees and visitors regardless of event type to be measured by a third party.
- 8.2.5. Develop a social catering direct sales and marketing strategy in collaboration with the Operator and SCCVB to promote the Convention Center to enhance usage by high value social events and increase revenues. Have sales staff that is focused with performance goals on direct sales to the local/regional social event market.
- 8.2.6. Properly maintain and safeguard the City's capital investment in the Convention Center through the exercise of the highest standards of maintenance and preservation and, recommend strategic capital improvements.
- 8.2.7. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
- 8.2.8. Surface future capital needs as it relates to future planning and ongoing competitiveness of the Convention Center in conjunction with the City and the Operator.
- 8.2.9. Coordinate and collaborate on all advertising, licensing, promotional activities, marketing, and public relations for the Convention Center and Santa Clara as a destination in coordination with relevant stakeholders.
- 8.2.10. Work cooperatively with stakeholders in attracting social catering events to the Convention Center.
- 8.2.11. Work with the Operator in the development of a SOP (Standard Operating Procedures) manual that includes the service commitments outlined in the RFP Proposal for all aspects of the Convention Center's food and beverage operations as it relates to and interfaces with Convention Center operations and identify how to create best in class service levels.

### **8.3. Foodservice Provision**

Contractor shall organize, put into service and manage efficiently the following Convention Center beverage, catering and concession operations to provide excellent food, beverage and related vending services within a clean, attractive and pleasant environment.



- 8.3.1. Food and beverage fixed and mobile concession facilities
- 8.3.2. Food and beverage service for meeting rooms
- 8.3.3. Main production kitchen and finishing kitchen pantry
- 8.3.4. Main ballroom and all social catering areas
- 8.3.5. Vending services/areas
- 8.3.6. Public space – Retail Operations
- 8.3.7. Employee meals where applicable

#### 8.4. Types of Services

- 8.4.1. Contractor, to satisfy the demands of the various client needs for food services, will be required to adapt its operation to meet the challenges of various service categories.
- 8.4.2. In addition to the normal concession and catering functions the Contractor will provide in the Convention Center, there will be a need for various specialized services which the Contractor will be required to provide. These services are normally associated with convention/trade show activities. These specialized services shall include, but not be limited to, the following:

**8.4.2.1. Meeting Room/Ballroom Service** - This activity involves the distribution of various snack-type and catered meals in the meeting room areas utilized by tenants. This type of service is similar in function to the room service normally associated with hotels. Characteristics of this service are similar to the following:

- 8.4.2.1.1. Food items ordered by quantity, i.e. dozens, as opposed to number of individuals to be served.
- 8.4.2.1.2. Service usually requires constant and frequent attention by Contractor to insure food and beverage items are fresh and in adequate supply.
- 8.4.2.1.3. The Operator may impose certain transportation and storage requirements and restriction so as not to conflict with function traffic access/egress before, during and after scheduled events.
- 8.4.2.1.4. Coffee service at stations located within a show office or in meeting room, ballroom areas, normally sold in quantity amounts, i.e. per gallon, etc.
- 8.4.2.1.5. Table cloth service for all catering events.

- 8.4.2.1.6. VIP Lounge Service if needed will require specialized pre-plated and buffet meals for a small number of guests on an ongoing basis.
- 8.4.2.1.7. Service will also be provided for receptions and other special functions scheduled by the Operator and/or Contractor.

**8.4.2.2. Exhibitor Services** - This function is usually associated with convention/trade shows in which various areas within the Convention Center are utilized for display purposes. Exhibitor services, chargeable at an agreed upon established rate with the City and Operator, normally fall into the following areas:

- 8.4.2.2.1. Food/beverage items provided to exhibitors as method of entertaining clients.
- 8.4.2.2.2. Product storage and/or refrigeration and delivery of same.
- 8.4.2.2.3. Product preparation: This area would involve the preparation, i.e. cooking, assembly, etc., of exhibitor product(s) with appropriate delivery where required.
- 8.4.2.2.4. Food and beverage offerings for exhibit attendees including hosted and non-hosted concessions.

**8.4.2.3. Concessions/ Retail** - This function can be both hosted and non-hosted. Contractor will be responsible for providing high quality concession/retail operations consistent with or exceeding industry standards for all types of client and the public needs in all areas of the Convention Center.

## **8.5. Operating Conditions**

- 8.5.1. The City/Operator will furnish to the Contractor for the term of this Agreement, storage areas, kitchens, concession facilities, pantries and foodservice equipment.
- 8.5.2. The City/Operator will furnish spaces for office, money counting, and record keeping purposes of the Contractor for the duration of the term of this Agreement. The use of this office space for purposes other than the operation of this concession, without prior approval of the Operator, shall result in the revocation of this space.
- 8.5.3. Location of all mobile concession stands, certain mobile food carts and location of auxiliary storage space required by Contractor shall be approved by the Operator. Contractor shall acquire no rights to such locations once assigned, and the Operator reserves the right to require Contractor to move



temporary or permanent stands and equipment when needs of other events require the use of them.

- 8.5.4.** Contractor shall be responsible for coordinating final hookups of electricity, gas, water, or drainage on all portable (temporary) stands. Hookups will be made by the Operator's staff unless otherwise determined by the Operator. Any expense incurred is an Allowable Expense.
- 8.5.5.** The Convention Center shall furnish all electricity and gas, and the Operator may supply labor required to make temporary connections at the discretion of the duly designated City's representative of the Convention Center. Anything herein to the contrary notwithstanding, the Operator and City shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike or other work stoppage, federal, state or local government action, breakdown, or failure of apparatus, equipment or machinery employed in supplying the said service, and temporary stoppage for repair, improvement or enlargement thereof, or any act or condition beyond its reasonable control.
- 8.5.6.** Contractor is required to have its next senior level of management to the Contractor's food and beverage general manager (including Regional Director of Operations and/or Regional Vice President of Operations and Vice President of Culinary) visit the Convention Center a minimum of once every calendar quarter (four times per year) and report on their visit and review operating results with the City's Convention Center contract administrator and Operator. Such travel costs shall be an Allowable Expense provided to the extent that they comply with the City's travel policy.
- 8.5.7.** Contractor shall furnish all common and skilled labor for the setting up and dismantling or moving of temporary food/refreshment facilities in such locations as may be agreed upon between the Contractor and the Operator, the costs to provide such services shall be charged as an Allowable Expense.
- 8.5.8.** Contractor and its employees shall be entitled to enter upon and remain in the premises with access at designated areas for work purposes only during events at the Convention Center and for a reasonable time prior to and subsequent to events; and only for the purpose of exercising the rights and privileges mentioned herein. This paragraph shall not exclude the Contractor reasonable access to office areas for the conduct of normal business activities associated with this concession.
- 8.5.9.** The Operator may require Contractor to provide vending machines. Vending machines shall not be used, except with the approval of the City and Operator. Contractor shall submit its proposals concerning items to be sold, suggested prices, type and style of machines and recommended locations in writing, for the consideration and approval of the Operator.
- 8.5.10.** Contractor agrees that nothing in these specifications shall be construed as to prohibit a tenant of the Convention Center from exhibiting any

merchandise or article in connection with the exhibit or other type of event, or from dispensing free samples of merchandise. For such events, as mutually agreed, City and/or Operator shall use commercially reasonable efforts to cause the tenant to release Contractor from any and all liability, including without limitation damage to the foodservice areas, facilities and FF&E, arising out of the tenant's actions, omissions and services in connection with these events, except to the extent caused by the negligence or intentional misconduct of Contractor. Contractor shall provide Operator with an Indemnity and Release Agreement to that effect.

- 8.5.11.** Such sampling is subject to approval of the Operator but normally will be restricted to the following:
  - 8.5.11.1.** Food - 2 oz. portion
  - 8.5.11.2.** Beverage - 4 oz. portion
- 8.5.12.** Contractor shall have all facilities open and in operation during agreed upon operating hours and for a reasonable time before, during and after all events as may be requested or approved by the Operator.
- 8.5.13.** When and if a restaurant/cafe or a temporary food service (i.e. mobile "special emphasis" food service area) is in operation, food served must be cooked and prepared by the chef on the premises of the Convention Center or a pre-approved subcontractor for a designated event or activity with the exception of standard canned and packaged items. Deviation from this requirement must be approved in writing by the Operator.
- 8.5.14.** The public's right shall not be infringed upon by any activity of the Contractor or any of its employees. The activities of the Contractor shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by the vendor in attempt to influence the public to use the services or product of the vendor. All concession sales shall be conducted and operated under the supervision of the Operator and shall in no way interfere with the orderly operation of any event. The sales shall be conducted at such times from and at locations designated by the Operator and for such purpose, and no vendors will be permitted to circulate throughout the premises for the sale of any merchandise, except with the permission of the Operator. Neither the Contractor nor his employees shall distribute campaign or political literature or any literature of any kind at any time in or on the premises of the Convention Center.
- 8.5.15.** The Operator reserves the right to direct the Contractor to partially or completely suspend service during those events with which full Contractor operation may be incompatible in the reasonable opinion of the Operator.
- 8.5.16.** The Operator shall not be responsible for any food, merchandise or equipment used, maintained or stored at the Convention Center nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, vandalism and/or other causes, unless such loss or damage was due to a negligent act or negligent omission of Operator.



- 8.5.17. Nothing herein contained shall be held to limit or qualify the right of the Convention Center to a free and unobstructed use, occupation and control of the Convention Center and ingress and egress for itself, its tenants and the public.
- 8.5.18. Representatives of the Operator or City shall have the right to enter upon and have access to all occupied areas of the Contractor during the time that events are in operation and at all times when Contractor's employees are present, provided that Operator or City shall not interfere with Contractor's operations, and in an emergency situation.
- 8.5.19. Contractor shall supply, china, linens, water, glasses, candy, mints, paper and pencils for classroom style setups sold by Operator or SCCVB as standard meeting room service. The cost shall be an Allowable Expense.
- 8.5.20. Contractor shall be responsible for ensuring regular inspections by the Santa Clara Board of Health occur each year. Contractor shall provide copies of the inspections to the Operator and City and review them with Contractor's general manager. Contractor shall also conduct an inspection of the premises annually and report on compliance with health regulations to Operator and City.
- 8.5.21. Contractor shall develop a standard operating procedure manual (SOP) that will be reviewed and approved by Operator. The SOP will include all food handling practices that will be utilized to ensure all health standards are adhered to. The SOP will also include all of the service and product quality commitments (including in-house baking of all breads and pastries) that the Contractor committed to in its RFP Proposal. Notwithstanding the foregoing, the City and Contractor may agree to deviations from the SOP as deemed necessary to respond to the rare event of emergency situations.
- 8.5.22. Contractor will also develop marketing materials (including the finalization of the branding direction) that will highlight how Contractor is going to differentiate its approach for Santa Clara and provide a competitive product and service to be sold by Operator and SCCVB sales teams. Properly documented costs associated with such marketing materials shall be an Allowable Expense.

## **8.6. Uniforms and Linens**

- 8.6.1. Contractor or its agent will provide and maintain linens and uniforms for all employees. Selection type, color, style and dress code of uniforms will be at the discretion and approval of the Operator. Contractor will provide a choice of uniform styles and availability to the City for final approval. Additionally, the condition of the hygiene and appearance of employees is the Contractor's sole responsibility.

## **8.7. Menus**

- 8.7.1. Contractor shall plan and prepare imaginative/localized menus in consultation and coordination with the Operator and City and in accordance

with the RFP Proposal and its specification. Quantities, portions, prices of banquet/meeting meals and prices of concession items from all food and beverages shall be approved by the City and Operator, in its reasonable discretion, according to Section 8.10. Only foods and beverages which are wholesome, local (when possible) and of the best quality shall be purchased and served. The menus are designed to act as a guide; however Contractor must proactively customize the options for Convention Center clients in order to meet and exceed the client's needs.

- 8.7.2. City shall have the right to review and approve basic menus/pricing on a bi-annual basis.

## **8.8. Food Handling**

- 8.8.1. All merchandise shall be checked upon delivery for quality and quantity compliance with the original order and shall be stored in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis. All refreshments and food exhibited for sale shall be covered in showcases or other suitable containers. All pre-packaged sandwiches, cakes and other similar products shall be wrapped in approved eco-friendly packaging. As noted above, Contractor will submit all of the food handling practices as part of the SOP submission.
- 8.8.2. Contractor agrees to operate the foodservice facilities and perform all work in connection here within a professional and resourceful manner, complying with all public health regulations to the satisfaction of authorized Department of Health Officers and the City.

## **8.9. Food Quality**

The Contractor shall sell only foods that comply with all applicable Federal, State and municipal laws, acts, orders, or regulation including, without limitation on the generality of the foregoing, the applicable sections of the following laws, acts and regulations.

- 8.9.1. The Food and Drug Act.
- 8.9.2. Applicable Meat Inspection Regulations.
- 8.9.3. The Humane Slaughter of Animals Act and Humane Slaughter Regulations.
- 8.9.4. The Official Methods of Analysis and Association of Official Analytical Chemists.
- 8.9.5. The Federal Department of Agriculture - Products Regulations.
- 8.9.6. The Fish Inspection Act and Regulations.
- 8.9.7. Meat and Canned Foods Act.
- 8.9.8. Fresh and Processed Fruit and Vegetable Regulations.



**8.9.9.** The U.S. Grain and Grain Regulations.

**8.9.10.** The Santa Clara Alcoholic Beverage Control Ordinance.

**8.10. Items to be Sold**

**8.10.1.** Contractor shall sell those products, commodities and articles normally found in foodservice operations of this type. The Operator may require Contractor to sell items which, in the Operator's discretion, are necessary for the operation of the foodservice facilities and may limit or require discontinuance of the sale of any products, commodities or articles which the Operator deems to be not in the best interest of the operation of the food services. In the event of any dispute, the City will make the final decision.

**8.10.2.** City and Contractor recognize the value of securing sponsorship relationships for the Convention Center. City shall have the exclusive right to enter into any sponsorship agreements with corporations with respect to food and/or beverage products that are offered in the Convention Center ("Sponsorship Agreements"). At City's request, Contractor agrees to provide City with introductions to Contractor's food and beverage vendors that may be interested in having their products exclusively served or sold at the Convention Center in exchange for marketing and/or rights fees. Notwithstanding the foregoing, City will ensure that such Sponsorship Agreements do not impair the quality of the food and beverage items served by Contractor (as compared to comparable items served at other similar venues in which Contractor or its affiliates provides food and beverage service) or increase the costs for such items (as compared to Contractor's pricing or what Contractor would normally pay through its own distributors for comparable items of similar size and quality).

**8.10.3.** As a matter of general policy, prices shall not be higher than those charged at comparable facilities and appropriate for the type of event for the same quality merchandise and services within the Bay Area and the Western region of the United States. Within thirty (30) calendar days after execution of this Agreement, Contractor shall submit a proposal for all pricing strategies and it will be subject to approval by the City, as described herein.

**8.10.4.** Contractor shall submit a detailed price schedule, including discount structures offered to clients, based on current market conditions for all items it proposes to sell showing size, weight, and amounts of items. This includes items sold in concession stands, by vendors, at any mobile food courts, catered affairs, mobile "special emphasis" food service areas, in vending machines, etc. All prices finally adopted will require the approval of the Operator and final approval of the City. Such approval shall be provided to Contractor no later than thirty (30) calendar days after the submission of its proposal.

**8.10.5.** Operator and Contractor shall, on a quarterly basis, or as deemed necessary, review the general price structure of all commodities sold and

other price points and may increase or decrease the maximum or appropriate price or size of any article or articles offered for sale.

- 8.10.6.** No product of inferior quality will be permitted and all items to be sold will require the approval of the Operator. Notwithstanding anything contained in this Agreement, Contractor shall not be required to purchase products from a particular supplier.
- 8.10.7.** All merchandise kept for sale shall be subject to inspection and approval or rejection by the Operator during all times that the concession is in operation. Rejected merchandise shall be immediately removed from the Convention Center and shall not be returned for sale.
- 8.10.8.** Contractor will be required to purchase, sell and feature locally (Northern California) produced products whenever possible so long as said wholesale prices are competitive with other products available on the open market. Contractor must purchase their overall volume as set forth in Section 9.4. This approach must be detailed by the Contractor within thirty (30) calendar days prior to the beginning of each Operating Year and reviewed by the City and Operator.
- 8.10.9.** Contractor shall develop an approach and report on donating all wholesome, leftover products which could not otherwise be utilized, to local charities and other similar agencies having as their objective the feeding of the needy.

#### **8.11. Alcoholic Beverages**

- 8.11.1.** The types of functions at which wine, beer, or other alcoholic beverages are sold shall be subject to regulations established by the Operator and approved by the City. If, in the rare event, any tenant with the prior approval of the Operator, requires that its patrons be allowed to bring alcoholic beverages upon the premises, then Contractor shall have the right to sell ice, cups, and beverages, commonly referred to as set-ups, as well as levy an appropriate corkage charge agreeable to the Operator during such functions at a price agreeable to the Contractor and the Operator; provided, however, that the right of any tenant to bring alcoholic beverages upon the premises shall be conditioned on (i) compliance with all applicable laws, rules and regulations, (ii) Contractor's employees handling and serving the alcohol product, and (iii) any such tenant indemnifying and releasing Contractor, City and Operator pursuant to an indemnification agreement acceptable to Contractor for any and all damage to Contractor's property and the areas used by Contractor in the provision of food and beverage services hereunder, or with respect to any liability resulting from such alcohol beverages.
- 8.11.2.** Contractor must provide all licenses and permits required for the legal sale of alcoholic beverages, the costs of which shall be charged as an Allowable Expense.
- 8.11.3.** Notwithstanding anything contained in this Agreement to the contrary, Contractor shall be solely responsible for the determination of brands,



quantities, shelving and display for sale of any and all alcoholic beverages that Contractor may buy or sell at the Convention Center; provided that such pricing shall be established by Contractor and applied to tenants on a fair and equitable basis to all similarly situated tenants.

**8.11.4.** Nothing contained in this Agreement is intended in any way to diminish Contractor's discretion and responsibility relating to the service of alcoholic beverages at the Convention Center, including without limitation, Contractor's sole discretion and sole responsibility for the decision to serve or refuse service of alcoholic beverages to any individual. Contractor acknowledges and agrees that City and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of alcoholic beverages (each an "Industry Member") that City and its affiliates conduct business with, including, but not limited to, Contractor, to strictly comply with all local, state and federal, laws and regulations, which may be applicable to Contractor and the purchase, marketing, promotion, advertising and sale of alcoholic beverages, including, but not limited to: Title 27 of the Federal Alcohol Administration Act (Title 27 of the United States Code) and Title 27 of the Code of Federal Regulations, and other related provisions governing "intoxicating liquors" (collectively, "Alcohol Laws"). Further, City and its affiliates shall not conduct business with any Industry Member in violation of the Alcohol Laws, and City shall indemnify and hold Contractor harmless as to any action or conduct which may be imputed to Contractor as a result of City or its affiliates' actions or conduct which may give rise to any alleged violation of the same by Contractor. City further agrees that it shall not require as a condition for the continuation of this Agreement or exercise an early termination rights or failure to renew, Contractor to engage in conduct which would be in violation of the Alcohol Laws.

**8.11.5.** Contractor must provide an Alcohol Awareness Training Program for its staff, i.e. TIPS, TEAMS, etc. and provide Operator with complete information regarding same. The documentation of this training will be supplied to Operator and City on an annual basis. All employees who serve alcoholic beverages will be required to have a card designating they have completed the required service on them at all times while serving.

**8.11.6.** Should the Contractor receive any fines, penalties or the like due to its failure to operate in a manner prescribed by law, code or national/local jurisdiction, all such fines will be paid solely by Contractor and not expensed as an Allowable Expense. Contractor shall promptly notify the City and Operator of any material violations of law or non-renewal issues.

## **8.12. Wardrobe Checking**

**8.12.1.** Contractor must be prepared to furnish wardrobe checking with attendants at any event when such requested by the Operator, provided that Operator provides Contractor with sufficient advance notice. Contractor will provide all clothing racks, hangers and related equipment over and above that currently on hand, essential to the performance of the service, the costs of which shall be charged as an Allowable Expense. Operator will designate areas to be used for checking. Contractor will work in close coordination with the

Operator in determining approximate checking needs and related equipment subject to the approval of the Operator.

**8.12.2.** As an Allowable Expense, Contractor shall be required to post price signs at all checking areas as well as directional signs when needed to direct patrons to the checking areas.

**8.12.3.** In the operation of the wardrobe checking, Contractor must use consecutively numbered three-part strip tickets and submit to Operator a printer's manifest for such tickets printed in order that the circulation of compensation, due the Operator, may be based upon the difference between the printer's manifest and the used tickets (separate report).

**8.12.4.** This service may be subcontracted under the terms of this Agreement.

### **8.13. Operations Warewashing**

Contractor will wash after each use, all non-disposable serviceware, plateware, glassware and cutlery to achieve maximum cleanliness and sanitation and with respect to glassware and cutlery, produce spotless drying. The standards to confirm sanitary practices will be included and verified by Operator and City in the SOP. The standards will also be presented to the health department for review.

### **8.14. Equipment, Repair and Maintenance**

**8.14.1.** The Convention Center will provide for the use of the Contractor certain fixed preparation and serving equipment located in the foodservice areas. All equipment shall remain the property of the Convention Center.

**8.14.2.** Contractor shall be responsible for the maintenance and repair of said equipment during the term of this Agreement and any renewal thereof, the costs of which shall be charged as an Allowable Expense.

**8.14.3.** As an Allowable Expense, any other equipment such as office equipment, safe, etc., shall be provided by the Contractor.

**8.14.4.** In addition to Convention Center's normal equipment maintenance schedule, Contractor shall notify the Operator relative to the needs for repair or replacement of the Convention Center's equipment, utensils and/or fixtures used in the handling, preparation and service of all food and beverages in connection with the foodservices, for written approval before undertaking such repair or replacement (such approval not to be unreasonably withheld). Contractor will cooperate with the Operator's maintenance personnel in the development and institution of a comprehensive preventative maintenance program. In the event that an emergency repair is needed that will impact the ability of Contractor to operate within a 12-hour period from the time the repair is identified, Contractor is authorized to make the repair if the dollar amount needed is under \$1,000. Contractor is required to communicate this need to the Operator. If the timeframe needed to make the repair is greater than 12 hours, the process for gaining approval will remain. Operator will inform City of this request and repair as soon as reasonably possible.



- 8.14.5.** Contractor hereby agrees to accept the food/beverage concession equipment, in the condition in which it is found by Contractor upon the commencement of operations; provided that such equipment is in working order and is sufficient for Contractor to immediately begin foodservice operations upon the commencement of the Term and satisfy its obligations hereunder. Contractor has inspected the premises to be used for Food and Beverage Service at the Convention Center and all of the FF&E, design and layout is satisfactory to Contractor. City acknowledges and agrees that except for the Operations Investment and Community Enrichment Investment, City shall pay all costs, fees and expenses incurred in connection with the development, design, construction, fixturing, equipping and finishing the Convention Center, including but not limited to, the foodservice facilities. Contractor shall keep the foodservice facilities in first-class condition and shall maintain the said foodservice equipment (except ordinary wear and tear) and conduct the business generally at a high level of cleanliness and neat appearance (the Operator shall be final judge as to the sufficiency of the cleanliness and neatness of appearance of the said premises and of any equipment at any phase of the said business with the power to order any changes or alterations thereto that it may deem desirable) and to leave the said facilities and equipment in a neat and tidy condition and in good operating order at the expiration or other termination of this Agreement.
- 8.14.6.** As an Allowable Expense, Contractor shall, from time to time and with the prior written, approval of Operator, furnish additional supplies as required for the proper operation of the foodservices, including but not limited to the replacement per exact specifications of the existing stock of china, glassware, cutlery, utensils and so forth damaged or lost by use in the conduct of the operations. Contractor will, at all times, take proper care of these supplies and strive to minimize losses and shall provide the initial par stock inventory of smallwares if termination takes place.
- 8.14.7.** Notwithstanding anything contained herein to the contrary, Contractor shall not be responsible for the provision, purchase or replacement of any of the food and beverage facilities or any furniture, fixtures and equipment (collectively, "FF&E"), unless to the extent caused by Contractor's negligence (including that of its employees, officers, or agents). Furthermore, to the extent that Contractor, in the reasonable exercise of its discretion, should determine that any of the food and beverage facilities or FF&E should be replaced or upgraded as opposed to repaired (whether on account of such equipment being obsolete, outdated, or the cost to repair excessive compared to the replacement or upgrade cost), then Contractor shall apprise the Operator and City. City shall replace or upgrade, as appropriate, such items at its sole cost or to the extent of available funds from the Capital Fund. Notwithstanding the foregoing, Operator shall have the right to inspect and inform the City and Contractor of (i) all structural components of the Convention Center, including, without limitation, the foundations, bearing and exterior walls, windows, subflooring, roof and roof membrane, (ii) all mechanical components and utility systems within or serving the Convention Center, including unexposed electrical, gas, plumbing, and sewage systems, including, without limitation, those portions

of the systems lying outside the Convention Center, and (iii) all heating, ventilating, and air-conditioning systems servicing the Convention Center.

#### **8.15. Cleaning, Inspection, and Sanitation**

**8.15.1.** Unless otherwise stated in this Agreement, Contractor will provide all applicable inventories of Convention Center specified china, glassware, flatware, cooking utensils, and sundry items. These and any replacement costs will be an Allowable Expense. Appropriate records of serviceware replacement costs will be maintained by the Contractor and made available to the Operator and City upon request. Contractor will maintain, at all times, the kitchens and food preparation areas and all equipment, fixtures, paraphernalia, material, utensils and other items therein, in a clean and sanitary manner; and comply with all applicable health and sanitation laws and regulations in effect where the foodservices areas are located. Contractor shall permit and facilitate inspection of the foodservice operation by the Operator and its representatives and by public authorities so authorized at all times.

**8.15.2.** Contractor shall provide the Operator with the following:

**8.15.2.1.** A description of the Contractor's approach to sanitation practices.

**8.15.2.2.** A description of the Contractor's program used to train employees in proper sanitation procedures.

**8.15.3.** All refuse and waste materials created by Contractor's operations in all foodservice areas including cafe(s) and portable cafeteria(s), shall be promptly disposed of after each event by Contractor directly into a compactor designated by the Operator, from which it shall be removed by the Operator. The Operator will invoice Contractor monthly as an Allowable Expense for its proportionate share (generally, one-third of compactor removal costs in each month) of waste removal costs. Contractor will implement all of the sustainability practices outlined in the RFP Proposal. Contractor will report to the City and Operator its progress in achieving those goals including a "zero waste" environment.

**8.15.4.** Contractor shall be responsible for the regular servicing of fire protection and fire extinguishing systems in the kitchen and food preparation areas to ensure they are fully operable. The Operator may schedule the servicing and forward the invoice to the Contractor for payment as an Allowable Expense.

**8.15.5.** Contractor will contract for rodent and other vermin prevention and extermination as is necessary or required by law. The Contractor shall exert the utmost vigilance in detecting signs of rodent and other vermin and insect infestation, and when discovered take immediate action to eradicate such infestation.

#### **8.16. Maintenance Contractor**



Notwithstanding the Contractor's responsibility to maintain the foodservice facilities at a high level of neatness and cleanliness, Contractor shall provide standard building janitorial and maintenance services in the food/beverage service areas granted exclusively to Contractor. Should these services be deemed unsatisfactory by the Operator, Operator reserves the right to contract for such service. Nothing contained herein however, shall be construed to alter or affect any duty which Contractor has or may have toward the general public under applicable local, State and Federal law.

#### **8.17. Deliveries**

The movement of products in and out of the foodservice areas must be carefully monitored to avoid all conflicts with other Convention Center functions. Any containers being moved through public areas must be covered or otherwise protected.

#### **8.18. Garbage**

- 8.18.1.** Contractor shall transport all waste materials including grease from the various locations to the food service garbage compaction/pick-up areas, in a manner and by a route designated by the Operator. Such removal shall be made during and after each event. Contractor shall also maintain the food service trash/compaction area in a neat and clean condition at all times.
- 8.18.2.** The entire food and beverage preparation areas (except permanent seating areas) and within a radius of twenty (20) feet of each concession stand, kitchen area and work areas shall be kept clean and free from all rubbish. Contractor shall keep such twenty (20) feet radius of each stand and other concession areas free and clear of all debris. Repair of damage done to floors, walls, windows, or other property in said radius and other foodservice areas by reason of operation of said stand and other foodservice areas, will be the responsibility of the Contractor, and the costs of such repair shall be charged as an Allowable Expense. Contractor must employ the necessary cleaning personnel before, during and after the hours of each event to comply with these provisions subject to approval of Operator. These personnel will provide cleaning services only during designated times.
- 8.18.3.** Contractor shall provide sufficient and appropriate waste receptacles at each location and make certain that they are of the same design and style, kept clean, and promptly serviced during and after each event.

#### **8.19. Grease**

- 8.19.1.** Contractor must not discharge any grease into the building drains and must keep grease in containers for disposal by the Operator. If Contractor fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing drains will be paid by Contractor, the full cost of which will not be considered an Allowable Expense.

#### **8.20. Hours of Operation**

- 8.20.1.** Contractor's hours of operation shall be determined by mutual agreement of Contractor and Operator.

- 8.20.2.** All concession sales shall be conducted and operated in such manner as not to interfere with the orderly operation of events held within the Convention Center. Sales shall be conducted only from and at locations approved by the City and Operator.

**8.21. Use of Premises by Others**

- 8.21.1.** Contractor shall not permit the private use of any part of the premises without in each case the prior written approval of the City and Operator.
- 8.21.2.** Convention Center may lease space for certain major functions which have as their primary purpose the preparation and consumption of food and beverage of a specific geographical derivation, in which case the Operator may grant a tenant permission to sell or otherwise dispense food and beverage products (without limiting the generality of the above, examples could include such events as the International Culinary Olympics); provided, however, that the right of any tenant to dispense food and beverage products at the Convention Center shall be conditioned on (i) compliance with all applicable laws, rules and regulations, (ii) utilizing its own inventory, licenses, equipment and employees, and (iii) any such tenant indemnifying, releasing and providing a Certificate of Insurance to Contractor, Operator, SCCVB and City pursuant to an indemnification agreement acceptable to Contractor for any and all damage to Contractor's property and the areas used by Contractor in the provision of food and beverage services hereunder (and equipment utilized in the operation thereof if so agreed by Contractor in advance), and with respect to any liability resulting from such tenant's sale or service of food and/or beverages at the Convention Center. In such cases, the Contractor may charge a reasonable fee for the tenant's use of the premises and equipment (if any) pursuant to this Agreement (which fee shall be subject to the prior written approval of the City) with the revenues thus gained by the Contractor to be accounted for as Gross Receipts.

**8.22. Take-Out Sales**

It is understood that any items prepared on the Convention Center's premise on a "take-out" or "off-site" use basis for sale or delivery directly to the consumer shall be considered as sales to be included in the Gross Receipts of the food service operation.

**8.23. Restriction on Sales**

- 8.23.1.** Contractor understands and agrees that the City's or Operator's contracts with tenants for particular functions may stipulate reasonable restrictions on the sale of food, beverages and concession items, where necessary, to protect the goods on display or where necessary because of the nature of the function.

**8.24. Sampling**

- 8.24.1.** Contractor understands and agrees that food or beverage may be germane to the function itself, and in such cases, the City's contract with the tenant



may permit to dispense samples of foods and beverages, in quantities smaller than normally offered for sale, all as further described in Section 8.5.

- 8.24.2.** Operator and City reserves the right to examine and/or sample Contractor's products at any time for the purposes of assessing quality and portion controls.

## **Section 9. Purchasing Policy**

- 9.1.** Contractor shall purchase food, beverages and operating supplies, such as uniforms, laundry service, paper goods and detergents needed for the foodservices to be supplied hereunder from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Contractor shall avail itself of all lawful trade, cash, quantity discounts and rebates in accordance with its then current methodologies. All such purchases shall be in the Contractor name, and payment shall be made directly to the Supplier.
- 9.2.** All such discounts and rebates shall inure to the benefit of the foodservice operations herein and be recognized on the profit and loss statement where applicable.
- 9.3.** No liens whatsoever may be placed against the property of the Convention Center as a result of the failure of the Contractor, his agents, contractors and/or sub-contractors to make all payments required of them in this connection.
- 9.4.** Notwithstanding the foregoing, Contractor shall purchase Northern California grown and produced food, beverages, and supplies to the fullest extent possibly, but at a minimum of 25%. Contractor will develop a report that demonstrates the overall purchasing volume and details the local purchases that make up the 25% minimum requirement.

## **Section 10. Compensation**

As consideration for the performance by Contractor of its duties hereunder, City shall pay Contractor a management fee equal to 4.5% of Gross Receipts ("Management Fee") plus an additional fee equal to 8% of Net Receipts ("Incentive Fee" together with Management Fee hereinafter shall be referred to as the "Fees"). The Fees shall be paid to Contractor on a monthly basis as set forth in Section 12.

## **Section 11. Performance Measures**

### **11.1. Key Performance Indicators (KPIs)**

This Section defines the KPIs to measure Contractor's performance and the weighted percentage assigned to each KPI ("Weighted Percentage"). The development of specific goals to be assigned from year to year to each KPI shall be developed in good faith between the City and Contractor. If the parties do not agree on new KPIs, the previously agreed to KPI will remain in effect. The weighted achievement percentage shall be calculated as the product of the extent to which Contractor met or exceeded the KPI for a category of KPI multiplied by the Weighted Percentage assigned to such category of KPI ("Weighted Achievement Percentage"). The Weighted Percentage allocated to each category of KPI is

intended to reflect the relative importance of Contractor's satisfactory performance of its duties in that category. If Contractor fails to meet one or more of the assigned goals to a category of KPI, then Contractor will be entitled only to a reduced pro rata share of the Weighted Achievement Percentage for that category of KPI. Similarly, if Contractor exceeds all of the assigned goals to a category of KPI, then Contractor will be entitled to an increased pro rata share of the Weighted Achievement Percentage for that category of KPI. The aggregate of the Weighted Achievement Percentage for all categories of KPI will be added together to determine Contractor's overall KPI score for the year. If that score is less than 84% for any year, then Contractor's Management Fee for that year will be reduced according to the chart set forth in Section 11.2 below.

By way of an example, if Contractor meets 80% of the goals assigned to Customer Service Survey Results Score which category is assigned a Weighted Percentage of 10%, then Contractor shall earn a Weighted Achievement Percentage of 8%. If Contractor exceeded the goals assigned to Customer Service Surveys Results Score by 10%, then Contractor shall earn a Weighted Achievement Percentage of 11%. The KPIs and Weighted Percentages assigned to each KPI are described as follows:

- 11.1.1. Customer Service Survey Results Score.** This category of performance measure is assigned a Weighted Percentage of 10%. Contractor must achieve 90% rating or above. Contractor will ask the decision-maker of each event to rate their overall satisfaction with the product and services provided. Contractor will create a standard survey instrument containing a series of product and service rating metrics, including the following summary questions: "Based on the services provided, please rate our overall performance." The post facility use survey data will be sent directly to the Contract Administrator for review. In addition, Contractor will work on developing post-event surveys. Periodically, Contract Administrator and Contractor shall review and discuss the survey data and identify, as necessary, areas for additional attention and improvement by Contractor. Should Contractor's rating fall below 75%, Contractor will be put on notice and shall improve the rating to over 75% prior to the expiration of the time frame set forth in Section 19.1.1 (h).
- 11.1.2. Room Nights Generated.** This category of performance measure is assigned a Weighted Percentage of 5%. The City will measure the extent to which Contractor contributes to maintaining or increasing the annual average room nights that have been forecasted. Notwithstanding the foregoing, in the event a Force Majeure has a material impact on the City and Contractor's ability to maintain or generate room nights during any year of the Term, the parties agree that the Weighted Percentage assigned to this KPI shall be redistributed to the Customer Service Survey Results Score (which such distribution shall result in the Weighted Percentage of 15% for that KPI).
- 11.1.3. Overall Profit and Loss.** This category of performance measure is assigned a Weighted Percentage of 40%. In the event the Net Profit is greater than 15% below the amount stated in the Operating Budget, Contractor agrees to work with the City to develop and implement a plan (or changes to the then current plant) to achieve the Net Profit.



- 11.1.4. **Community Impact Scores – Community Accessibility.** This category of performance measure is assigned a Weighted Percentage of 10%. The City will measure the number community outreach events as they relate to the annual goals set for this category.
- 11.1.5. **Sustainability Goals – Zero Waste.** This category of performance measure is assigned a Weighted Percentage of 10%. Contractor shall develop a reporting system that demonstrates the percentage of waste generated by Contractor's operations under this Agreement that is diverted to landfill. This goal will be set annually with a target to achieve a "zero waste" operation.
- 11.1.6. **Workforce Development/Training.** This category of performance measure is assigned a Weighted Percentage of 7.5%. Contractor shall develop and submit a specific workforce training and development as outlined in the RFP response and quantify the participation level and impact of the training.
- 11.1.7. **Local Purchasing Requirement.** This category of performance measure is assigned a Weighted Percentage of 5%. Contractor shall meet the commitment to purchase a minimum of 25% locally pursuant to Section 9.4
- 11.1.8. **Sales Activity – New Business Development.** This category of performance measure is assigned a Weighted Percentage of 7.5%. Contractor shall develop prospecting goals within the social business area as well as participation goals in securing other event types with an emphasis on large conventions.
- 11.1.9. **Retail Revenue/Public Space Activation.** This category of performance measure is assigned a Weighted Percentage of 5%. Contractor shall delineate the goal for revenue that will be generated from public spaces at the Convention Center from the Proforma Budget. This will be reported separately as a measure against this KPI.

## **11.2. Rebate of Management Fee**

- 11.2.1. On a quarterly basis, Contractor shall report to the City whether it is on track to meet the KPIs. Contractor and the City will on a quarterly basis, or as requested by the City, discuss Contractor's performance report.
- 11.2.2. If in any Operating Year, starting with the 2020-21 Operating Year, Contractor does not achieve an aggregate Weighted Achievement Percentage as set forth in the table below, Contractor shall rebate to the City up to two hundred thousand dollars (\$200,000) of its earned Management Fee in such year. Sample calculations of the Weighted Achievement Percentage are shown in Exhibit C. In no event shall Contractor be required to rebate more than two hundred thousand dollars (\$200,000) of its Management Fee in such year (or any subsequent year).

Sum of the Weighted Achievement Percentage	Rebate Schedule
80% - 84%	\$16,666 or 35% of Management Fee if less than \$200,000 is earned that given year
75% - 79%	\$130,000 or 65% of Management Fee if less than \$200,000 is earned that given year
74% or lower	\$200,000 or 100% of Management Fee if less than \$200,000 is earned that given year

- 11.2.3.** If the City in good faith believes that Contractor has failed to meet a majority of the goals assigned to a KPI category, then City shall provide written notice to Contractor. Promptly after receipt of the written notice, an authorized City representative and the General Manager of Contractor shall meet in person to discuss the effected KPIs and develop a remediation plan acceptable to the City. Contractor shall have thirty (30) days to implement the remediation plan in order to properly cure the KPI category.
- 11.2.4.** In the event the sum of all the resulting Weighted Achievement Percentage falls below 75%, this is considered a material default and Contractor will be notified of City's proposed Termination absent Contractor's cure of the default pursuant to Section 19.1. Nothing herein is intended to limit the City's ability to declare a material default under Section 19.1 to only the Contractor's failure to meet one or more KPI goals. Notwithstanding the foregoing, the cure period for any material default solely for Customer Survey Results shall be no less than ninety (90) days as provided in Section 19.1.1(h).

## **Section 12. Fiscal Arrangement**

### **12.1. Operating Account**

- 12.1.1. Establishment of Operating Account.** Contractor shall establish and maintain, in its name and accessible by City, a separate commercial bank account solely for the Food and Beverage Services at the Convention Center ("Operating Account") and shall deposit all Gross Receipts in such account. The Operating Account shall be used exclusively for deposit of Gross Receipts, reimbursement of Allowable Expenses to Contractor, and disbursement of Net Profit, if any, to the City. Contractor shall pay for all Allowable Expenses from its separate corporate account and shall be reimbursed from the Operating Account after City's approval. The above may be accomplished by Contractor managing disbursements and lock box transactions with Contractor's controlled accounts, with full accounting transactions provided to the City. Disbursement of Net Profit, if any, to the City shall occur monthly after all Allowable Expenses have been funded. The transfer of Net Profit will occur via wire transfer or other method as specified by the City, with banking instructions to be provided to Contractor by the City. Contractor acknowledges that all funds related to this agreement are ultimately controlled by the direction of the City.



**12.1.2. Payment of Allowable Expenses; Shortfall.** Contractor shall pay all Allowable Expenses with the funds in the Operating Account, which Contractor may access only pursuant to Section 12.1. In the event at any time during the Term, the Operating Account is insufficient to cover Allowable Expenses over the next four (4) weeks (a "Shortfall"), Contractor must inform the City of the potential shortfall at least thirty (30) calendar days prior to such occurrence, or as soon as such Shortfall actually occurs. City shall have the obligation to fund any portion of any Shortfalls or "negative cash flow" from the Services. It is expressly understood and agreed that Contractor under no circumstances shall ever be obligated to fund any Shortfalls.

**12.1.3. Books and Records.** Contractor agrees to maintain separate and independent books and records, in accordance with generally accepted accounting principles, relating to its operations in connection with its management of the Food and Beverage Services, as applicable. Such books and records shall contain documentation regarding the deposit of all Gross Receipts in the Operating Account, and the incurrence by Contractor of all Allowable Expenses, including copies of invoices of all products and materials purchased by Contractor hereunder, and copies of payroll summaries, deposit receipts and bank statements relating to the Operating Account. City or its designee shall have the right to inspect such books and records from time to time upon reasonable notice during the ordinary business hours of Contractor and without interfering with Contractor's daily operations.

## **12.2. Capital Fund and Reserves**

**12.2.1. Capital Fund.** As an Allowable Expense, City shall set aside 3.5% of annual Gross Receipts toward expenditures associated with the maintenance, repair and replacement of the FF&E used by Contractor (the "Capital Fund"). This fund will be held by the City and all such expenditures from the Capital Fund shall be mutually agreed upon by the Parties. For purposes of clarity, City shall have the option, but not the obligation, to apply the Capital Fund toward any agreed upon replacements for which City is responsible pursuant to the terms of this Agreement. If there are insufficient funds in the Capital Fund to cover such replacements, then City shall be responsible for the payment of those replacements, unless said replacements are solely caused by Contractor's negligence, in which case Contractor shall be responsible for their payment. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Capital Fund at the time of termination or expiration of the Agreement shall be retained by City.

**12.2.2. Training Reserve.** As an Allowable Expense, City shall set aside 0.25% of annual Gross Receipts toward training programs and other job-related education programs for the food and beverage employees (the "Training Reserve"). This fund will be held by the City. Contractor shall propose an annual training plan. All such expenditures from the Training Reserve shall be proposed by Contractor and approved by City in its reasonable

discretion. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Training Reserve at the time of termination or expiration of the Agreement shall be retained by City.

**12.2.3. Bad Debt Reserve.** As an Allowable Expense, City shall set aside 0.25% of annual Gross Receipts toward covering any bad debt expenses throughout the Term (the "Bad Debt Reserve"). This fund will be held by the City. All such expenditures from the Bad Debt Reserve shall be proposed by Contractor and approved by City in its reasonable discretion. Any remaining amount in any given Operating Year may carry over to the next Operating Year or be treated as otherwise mutually agreed upon by City and Contractor. Any balance in the Bad Debt Reserve at the time of termination or expiration of the Agreement shall be retained by City.

### **12.3. Pre-Opening Expenses**

All pre-opening expenses ("Pre-Opening Expenses") generated in connection with the opening of the food and beverage areas are an Allowable Expense and shall be funded by the Operations Investment and include, but not be limited to, all of the costs, expenses and fees incurred (i) in the case of Contractor, reimbursement of all third-party expenses incurred in providing design and construction consultation services relating to the design and construction of the food and beverage areas pursuant to Section 15, (ii) to procure all required licenses and permits to conduct the Services, (iii) to recruit, hire, relocate and train employees prior to opening, (iv) to market and promote the food and beverage areas prior to the actual commencement of the Services by Contractor, it being understood and agreed that marketing and promotional expenses include, but shall not necessarily be limited to, pre-opening promotional or training events or parties, and (v) all travel and other reasonable out of pocket expenses to prepare for opening. For clarification purposes, the parties acknowledge that the Pre-Opening Expense Estimate, which is attached hereto as Exhibit "B", includes an estimate of the Pre-Opening Expenses.

## **Section 13. Establishment of Operating Budget**

**13.1.** Beginning January 2, 2020, Contractor shall submit to the Operator a two-year operating budget ("Operating Budget") for the Food and Beverage Services that will include budgets for (a) the funds required from City to operate the foodservice facilities in accordance with the standards established in this Agreement, and (b) any proposed capital expenditures for replacements or upgrades (the cost of which shall be paid from the Capital Fund, Operations Investment, or by City) to add to, replace or modify any of the FF&E to be included in the foodservice facilities, which Operating Budget shall be subject to Operator's and City's reasonable approval, provided, however, (A) Operator shall not unreasonably withhold, condition or delay such approval and (B) such approval shall occur by March 15 after the proposed budget has been submitted. Since City budgets on two-year alternating operating and capital cycles, Contractor shall submit revisions, if necessary, to the adopted Operating Budget in the second year of the Operating Budget in accordance with the dates above, and any revisions shall be subject to City Council approval. The Operating Budget shall be based upon the Proforma Budget as shown in Exhibit A and any deviation from the Proforma Budget must be justified and approved by the Operator



and (b) include any changes to the Food and Beverage Services or the foodservice facilities which Contractor reasonably recommends and any other additions, improvements or changes to the Food and Beverage Services which are reasonably approved by City.

- 13.2.** Contractor shall manage and operate the food and beverage operation at the Convention Center in accordance with the Proforma Budget, which is attached hereto and incorporated herein as Exhibit A. However, City acknowledges that notwithstanding Contractor's experience and expertise in relation to the operation of food and beverage operations similar to the Convention Center, the projections contained in the Proforma Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond Contractor's control, and that Contractor shall have no liability if the Net Profit numbers within the approved Operating Budget are not achieved without any fault of Contractor and notwithstanding Contractor's compliance with all other terms of this Agreement, with the exception set forth in Section 11.2. Contractor agrees to notify the Contractor within ten (10) calendar days if the actual Net Receipt for any month deviates 10% or more from that provided for in the approved Proforma Budget for such time period. In such case and if requested by the City, Contractor agrees to work with the City and Operator to develop and implement a plan (or changes to the then current plan) to limit expenses to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

#### **Section 14. Investments**

- 14.1.** Contractor shall pay to City an investment in the amount of Five Million Dollars (\$5,000,000) ("Operations Investment") no later than thirty (30) calendar days after the Effective Date, which shall be utilized for Pre-Opening Expenses and other improvements to the foodservice facilities at the Convention Center in consultation with Contractor. Operations Investment shall be amortized on a straight-line over fifteen (15) years. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Contractor, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of the Operations Investment, the City shall be obligated to reimburse Contractor for only the unamortized amount.
- 14.2.** In addition, Contractor shall pay to City an investment in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) ("Community Enrichment Investment") after the Effective Date, which shall be utilized toward programs that drive community enrichment, develop local partnerships, and promote economic development of the City. The Community Enrichment Investment shall amortize on a straight-line over fifteen (15) years. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Contractor, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of the Community Enrichment Investment, the City shall be obligated to reimburse Contractor for only the unamortized amount.
- 14.3.** Title to all equipment and assets at the Convention Center, including such that are purchased pursuant to the Operations Investment, Community Enrichment

Investment, Capital Fund, Training Reserve and Bad Debt Reserve, shall be owned and vested in City.

- 14.4.** Neither Party shall be required by the other to make additional deposits to the Operations Investment, Community Enrichment Investment, Capital Fund, Training Reserve, Bad Debt Reserve or pay for budgeted items from its separate funds without such Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion. In no event shall Contractor be required to fund any capital improvement from its own account except as provided in Section 14.1.

## **Section 15. Capital Improvements, Repairs and Replacements**

- 15.1.** Notwithstanding anything contained herein to the contrary, Contractor shall consult with City with respect to updates and changes to the design, construction, and equipping of the foodservice facilities at the Convention Center, including by participating in the Convention Center design reviews and related work streams; attend all conferences (in person or by telephone) and teleconferences as requested by the City or Operator; make recommendations regarding changes or updates to the design and location of areas of the Convention Center for which foodservices will be provided by Contractor under this Agreement.
- 15.2.** It is expressly understood and agreed that, unless City and Contractor otherwise agree in a separate written agreement, Contractor shall have no responsibilities with respect to any aspect of the Convention Center other than the (i) consulting services with respect to the design, development and construction of the food and beverage areas as set forth in Section 15.1 and (ii) management of the operations of the completed food and beverage areas. It is further expressly understood and agreed that Contractor is a consultant and not a licensed architect, engineer or professional services provider and accordingly, Contractor shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programming in connection with the design, development and construction of the food and beverage areas, nor for the acts or omissions of any architect, engineer, professional services provider, general contractor, subcontractor, supplier, vendor or any other individual or entity performing any of the design, engineering or construction work, or for the failure of any of them to carry out the construction work in accordance with the contract documents. Furthermore, Contractor shall not be obligated to enter into any agreements on behalf of City in connection with the aforementioned design, development and construction of the Convention Center. Notwithstanding the foregoing, if Contractor opts to repair or replace equipment in urgent situations as identified in Section 8.14.4 above, Contractor shall be responsible for doing so in a prudent manner and for following all laws, rules, regulations and City policies applicable to such work or purchase.
- 15.3.** In the event that Contractor becomes aware of the need for a capital repair or replacement that was not anticipated, but is necessary for the continued operation, Contractor shall immediately notify the City's Contract Administrator of the nature of the repair or replacement and of the estimated cost of the repair or replacement. The City's Contract Administrator will make a recommendation to City on how to proceed within thirty (30) calendar days of the request from Contractor.



## **Section 16. Fiscal Responsibility and Accountability**

### **16.1. Monthly and Quarterly Reporting**

- 16.1.1.** Each month and calendar quarter, Contractor will prepare and deliver to Operator and the City a report describing the Food and Beverage Services at the Convention Center for the prior period in a format approved by Operator (hereinafter referred to as "Monthly Report" and "Quarterly Report," and together as "Reports"). The Reports will include information on the activities associated with the Food and Beverage Services at the Convention Center, and shall include KPIs and a financial analysis (balance sheet, profit and loss statement, and forecast of how the Food and Beverage Services at the Convention Center is operating. The Reports will also include information included in the Monthly "Dashboard" Report that is referred to in Section 16.1.3. Contractor shall submit the Reports to Operator by the 12<sup>th</sup> day following such month or quarter.
- 16.1.2.** City retains the right to demand and access all financial records and reports directly related to the Food and Beverages Services at the Convention Center. At City's request, the Parties will meet to discuss the reports at a minimum on a quarterly basis.
- 16.1.3.** Contractor shall prepare a monthly "dashboard" report that will be distributed to the Contract Administrator that will combine the KPIs set forth in Section 11.

### **16.2. Dashboard Reports**

- 16.2.1.** The dashboard reports for each month will be due by the 12th day following such month. The City acknowledges and agrees that certain metrics (such as Gross Receipts and Net Profit) will be available and included in the monthly "dashboard" reports due in connection with the first (1st) month of this Agreement, but other metrics will not be available and provided until July 1, 2020.

### **16.3. Annual Performance Audit and Financial Statement Audit**

- 16.3.1.** City shall have the right, at its sole cost, to engage an independent third party to audit the books and records and overall performance of Contractor for the purpose of confirming that the amounts remitted by Contractor to City hereunder are the proper amounts due City. Such audit shall be completed by City or its representatives at Contractor's corporate office, on reasonable advance notice to Contractor, and on dates and times mutually agreed to by the Parties. In the event such audit reveals any underpayment to City or if Contractor has actual knowledge of an underpayment through any means, Contractor shall promptly pay to City the amount of such deficiency. If such audit reveals any overpayment to City or if the City has actual knowledge of an overpayment through any means, City shall promptly pay to Contractor the amount of such overpayment.

**16.3.2.** In addition, City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with compensation under this Agreement. In the event an audit reveals theft or malfeasance on the part of Contractor that results in a loss to the City or if Contractor becomes aware of any such theft or malfeasance, Contractor shall immediately reimburse the City for the loss. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be reasonably requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's services hereunder. Contractor shall conduct reasonable and prudent oversight of its operations to avoid and to detect any theft or malfeasance on the part of Contractor's employees, agents or contractors.

**16.3.3.** Within 180 calendar days after the end of each Operating Year, Contractor agrees to provide to the City and Operator a certified audit report on the accounts and records as kept by Contractor for the Convention Center. Costs associated with obtaining such certified audit report shall be an Allowable Expense. Such audit shall be performed by an external auditor approved by the City and shall be conducted in accordance with generally accepted accounting principles. City (through its Director of Finance or other authorized officer or designee) may also cause a performance audit ("Performance Audit") to be conducted and completed by a Performance Auditor (the person or firm so selected referred to herein as the "Auditor") or by the City Auditor. The Performance Audit shall assess Contractor's performance during the previous Operating Year using the KPIs, taking into account applicable funding levels under this Agreement. A draft report of the Performance Audit shall be made available for comment by City and Contractor prior to completion of the audit. The Performance Audit shall include the KPIs agreed to each year as part of the budget process in accordance with Section 11.

#### **16.4. Taxes and Assessments**

##### **16.4.1. Payment of Taxes and Fees**

**16.4.1.1.** Contractor shall be responsible for collecting any sales and use tax assessed on the services provided to customers of the Convention Center and remit such sales and use taxes to the applicable taxing authority on the City's behalf.

**16.4.1.2.** The sole purpose of this Agreement is for Contractor to provide Food and Beverage Services at the Convention Center. Should assessor for the County of Santa Clara determine that Contractor's right to provide Food and Beverage Services as set forth in this Agreement creates a possessory interest subject to a possessory interest tax, City shall reimburse Contractor for any possessory interest tax or taxes imposed upon Contractor as a



result of its Food and Beverage Services operation at the Convention Center, and the amount of such reimbursement shall not be allocated to any of the financial formulas or results of operation under this Agreement.

#### **16.4.2. Income Taxes**

- 16.4.2.1.** Contractor shall timely pay all state, federal and local income taxes arising from Contractor's Fees actually received by Contractor under this Agreement.

#### **16.4.3. Taxes – Hold Harmless**

- 16.4.3.1.** Contractor shall protect, defend, indemnify and hold City and Operator harmless from any liability, loss, or damage, including interest and penalties, resulting from any failure by Contractor to pay applicable taxes on its income received hereunder.

#### **16.5. Internal Control Structure**

- 16.5.1.** Contractor shall maintain an internal control structure designed to provide assurance that City and Convention Center are safeguarded from loss or unauthorized use, that transactions are executed in accordance with this Agreement, and that financial records are reliable for the purpose of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures. City's Director of Finance, or designee, or the City Auditor may review such controls at any time during this Agreement, and may commission an agreed upon procedures audit from the External Auditor. Contractor shall cooperate and provide any information relevant to the review by the Director of Finance, City Auditor, or External Auditor.

#### **16.6. Duty to Keep City Informed**

- 16.6.1.** Contractor shall keep City's Director of Finance and/or Contract Administrator informed and advised of all material financial and other matters concerning the Food and Beverage Services at the Convention Center and give due consideration to suggestions which City's designees or consultants may offer with respect thereto from time to time.

#### **16.7. Regarding Notes/Guarantees/Loan Agreements**

- 16.7.1.** Each party hereby covenants and agrees that it will not, and nothing herein shall be deemed to authorize the other to, execute any notes, guarantees, loan agreements or other evidences of indebtedness, or borrow any money on behalf of the other or as a part of the Allowable Expenses herein authorized. Contractor has no power or authority to enter into any mortgage, deed of trust, security agreement, or any other instrument encumbering all or any part of the Convention Center or any accounts or other personal

property arising from or attributable to the Convention Center or its operations.

## **Section 17. Agreement Monitoring**

### **17.1. Monitoring Designee**

Contractor shall designate a specific individual to monitor the Agreement who, as of the Effective Date, shall be Contractor's onsite General Manager.

### **17.2. Authority of Contract Administrator**

City agrees that its City Manager shall name a specific individual as the Contract Administrator. The Contract Administrator shall have such authority as set forth in this Agreement. The Contract Administrator shall be the primary liaison between Contractor and City on all matters relating to this Agreement where City Council or City Manager approval is not otherwise required by applicable law, and shall have the primary responsibility for monitoring and assessing the quality of services provided and contract compliance by Contractor. Contractor can rely on any approvals or instructions given by the City's Contract Administrator that are not inconsistent with the authority set forth herein as being binding against the City.

### **17.3. Operator**

City hereby represents and warrants that it shall cause Operator to perform and comply with all terms and conditions described in this Agreement.

## **Section 18. Data Security**

**18.1.** Contractor must secure, protect at all times, and implement commercially reasonable measures to prevent unauthorized access to any personal identifying information, financial account information, and information designated in writing by the City as "restricted City information" (collectively, "Confidential Information"), whether in electronic form or hard copy. At a minimum, Contractor must encrypt and password-protect electronic files, store and process Confidential Information only in North America, and adhere to any security applicable standards. Standards arise from the service and data processed and may include National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 1504/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, US Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al, as applicable based on the scope of foodservice services hereunder. This includes data saved to host locations, computers, connected devices, and storage devices.

**18.2.** When Confidential Information, regardless of its format, is no longer required by Contractor to execute the work required by this Agreement, the information must be redacted or destroyed through appropriate and secure methods, to ensure the information cannot be viewed, accessed, and reconstructed.

**18.3.** Contractor represents and warrants that for the Term of the Agreement, if Contractor serves as the merchant-of-record for credit or debit card transactions in connection



with the Services provided under this Agreement, the software and services used for processing credit and debit card transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council. In the case of a third-party application selected by Contractor, the application will be listed as PA-DSS compliant at the time of implementation by the Contractor. Except for the negligent actions or omissions of the City and/or Operator and/or its contractors, Contractor acknowledges and agrees that it is responsible for the security of all cardholder data. Contractor agrees to indemnify, defend, and hold City, its officers, employees, and agents, as well as Operator and its employees and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of customer payment card or identity information processed, managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such payment card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Regardless of written request, the Contractor shall provide the proper Attestation of Compliance (AOC), which can be found on the PCI SSC website, annually. Contractor agrees that, notwithstanding anything to the contrary in the Agreement, the City may terminate the Agreement immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality of any cardholder data. If Contractor Systems connect to or interface with City systems, the City agrees to promptly implement upon written request from Contractor, at City's expense, changes to the City Systems that Contractor reasonable requests and believes are necessary or prudent to ensure Contractor's compliance with the PCI DSS.

## **Section 19. Termination**

### **19.1. Termination by City**

**19.1.1.** In addition to any other rights or remedies City may have, City may terminate this Agreement by written notice to Contractor if: (a) Contractor fails to remit, for a period of thirty (30) calendar days after receipt of written notice of demand therefor, any undisputed sums due and owing to City under this Agreement; (b) Contractor fails to correct to the reasonable satisfaction of City any condition created or controlled by Contractor that, in City's reasonable judgment, poses a hazardous condition to occupants of the Convention Center within twenty-four (24) hours after receipt of written notice from City; (c) subject to the last sentence of this Section 19.1.2, Contractor fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) calendar days after receipt of written notice from City of the particular failure to perform; (d) Contractor is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) calendar days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; (e) Contractor assigns, transfers or permits an assignment or transfer of this Agreement in violation of Section 20; (f) Contractor fails to obtain and/or maintain required

licenses and permits under Section 8.11.2 and such failure continues to be unremedied for a period of thirty (30) calendar days; (g) Contractor's aggregate Weighted Achievement Percentage score for its KPIs is at or below 74% in two (2) consecutive years; or (h) Contractor's Weighted Achievement Percentage score for the Customer Service Survey Results is less than 75% in any one year and that score has not been raised to over 75% over the next three (3) months; provided that during the 3-month cure period, the parties calculate the Customer Service Survey score based only on surveys conducted during that 3 month period (not the entire year); and agree that termination of this Agreement by City pursuant to this Section 19 shall be "for cause."

- 19.1.2.** If any failure that would otherwise entitle City to terminate this Agreement under Section 19.1.1(c) is the result of a Force Majeure, City shall not have a termination right under such Section 19.1.1(c) unless the failure continues unremedied until the earlier of (i) thirty (30) calendar days after the condition constituting the Force Majeure has terminated or (ii) one hundred eighty (180) calendar days from the commencement of such Force Majeure.

## **19.2. Termination by Contractor**

- 19.2.1.** In addition to any other rights or remedies Contractor may have, Contractor may terminate this Agreement by written notice to City if: (a) City fails to remit, for a period of thirty (30) calendar days after receipt of written notice of demand therefor, any undisputed sums due and owing to Contractor under this Agreement; (b) subject to the last sentence of this Section 19.2, City fails to perform any material obligation under this Agreement and such failure continues unremedied for a period of thirty (30) calendar days after receipt of written notice from Contractor of the particular failure to perform; or (c) City is placed into bankruptcy either voluntarily or involuntarily (and such involuntary proceeding is not dismissed within sixty (60) calendar days), becomes financially insolvent, takes the benefit of any present or future insolvency statute, makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property. Contractor and City acknowledge and agree that termination of this Agreement by Contractor pursuant to this Section 19.2 shall be "for cause."

- 19.2.2.** If any failure that would otherwise entitle Contractor to terminate this Agreement under Section 19.2.1(b) is the result of a Force Majeure, Contractor shall not have a termination right under such Section 19.2.1(b) unless the failure continues unremedied until the earlier of (i) thirty (30) calendar days after the condition constituting the Force Majeure has terminated or (ii) one hundred eighty (180) calendar days from the commencement of such Force Majeure.

## **19.3. Effect of Termination or Expiration**

- 19.3.1.** In the event that this Agreement expires or terminates for any reason (other than for Contractor's default pursuant to Section 19.1.1), as a condition



precedent to such termination, City agrees to pay to Contractor, in a single lump sum payment, any undisputed amounts owed to Contractor including the unamortized portion of the Operations Investment and the Community Enrichment Investment actually paid to City under this Agreement.

- 19.3.2.** If the Agreement is terminated by City due to Contractor's default pursuant to Section 19.1.1, City shall pay Contractor on the termination date, in a single lump sum payment, any undisputed amounts owed to Contractor including the unamortized portion of the Operations Investment and the Community Enrichment Investment actually paid to City under this Agreement.
- 19.3.3.** Upon the termination or expiration of this Agreement, for any reason whatsoever, (i) Contractor shall immediately surrender possession of the food and beverage facilities, smallwares, uniforms, Customer Service Survey Results and equipment (and related manuals and software) to City, (ii) Contractor shall immediately assign to City or its designee(s) all right, title and interest of Contractor in and to all customer deposits and agreements relating to catered events and, subject to clause (iii) below, all other items purchased by Contractor in connection with the Food and Beverage Services (including uniforms, smallwares, office equipment and warehouse and transportation equipment), (iii) City or its designee shall purchase from Contractor all beverages, paper products and other supplies purchased by Contractor in connection with the Food and Beverage Services that City reasonably determines are saleable or usable in the ordinary course, at Contractor's cost, (iv) Contractor shall make all payments required to be made by Contractor under this Agreement, and (v) to the extent permitted by applicable law, Contractor shall immediately surrender possession of and assign to City (or its designee) all permits and licenses acquired by Contractor for the Convention Center Food and Beverage Services, and (vi) all matters, rights and liabilities existing on the date of termination between the parties hereto shall be determined as of such termination date (except as described in this Section 19.3), and discharged as promptly as possible thereafter, including any known claims for damages either party may have against the other for breach of the terms and conditions hereof; any such surrender shall require delivery of possession in good condition, reasonable and ordinary wear and tear excepted and otherwise in compliance with the terms of this Agreement.
- 19.3.4.** The parties acknowledge and agree that City shall be the sole owner of any property purchased or created as a result of the Operations Investment, the Community Enrichment Investment, and any remaining balance in the Capital Fund, the Training Reserve, or the Bad Debt Reserve.
- 19.3.5.** Notwithstanding any termination or expiration of this Agreement, all liabilities and obligations of the parties will survive until they are fully satisfied.
- 19.3.6.** City hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, the City, nor any

subsequent Contractor at the Convention Center or any agent of such parties shall directly solicit any current salaried or management-level employee of Contractor or its affiliates (including, but not limited to, Contractor's current director of operations, chefs, sous chefs and the City's of the various areas of the food and beverage facilities) learned about solely due to the Food and Beverage Services to work in or in connection with the Convention Center or the food and beverage facilities as an employee, without Contractor's prior written approval, which approval can be granted or denied in Contractor's sole and absolute discretion. Contractor hereby expressly agrees that, during the Term (including any extensions thereof) and for a period of twelve (12) months following either the expiration or earlier termination of this Agreement, none of Contractor nor any of its affiliates or agents shall directly solicit any current salaried or management-level employee of City learned about solely due to the Food and Beverage Services to work for or in connection with Contractor as an employee, without City's prior written approval, which approval can be granted or denied in City's sole and absolute discretion. Any public announcements made upon the expiration or earlier termination of this Agreement shall be reasonably agreed upon in advance by City and Contractor.

#### **19.4. Casualty Event**

- 19.4.1.** If the Convention Center is destroyed or otherwise rendered unusable for more than thirty (30) calendar days for any reason (a "Casualty Event"), City shall give Contractor a notice within ninety (90) calendar days after the Casualty Event stating that the City intends to rebuild or restore the Convention Center. If the notice states that the City will not rebuild or restore the Convention Center, this Agreement shall be terminated. If the notice states that the City intends to rebuild or restore the Convention Center, the parties' obligations hereunder shall be abated during the rebuilding or restoration period. If such notice states that the City reasonably believes that it will take longer than two (2) years to restore or rebuild the Convention Center or, if a shorter amount of time, such amount of time is longer than the remainder of the Term, either party shall have the option of terminating this Agreement by written notice to the other at any time within one hundred and eighty (180) calendar days after City gives such notice, and such termination shall be effective one hundred twenty (120) calendar days after the other party's receipt of such notice. Contractor shall not be entitled to any monetary or other damages or compensation from City in the event of a Casualty Event.

#### **Section 20. Assignment and Subcontracting**

- 20.1.** City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City,
- 20.2.** Contractor shall ensure that any third-party contractors performing services at the Convention Center through Contractor shall indemnify and hold harmless City (and



Contractor) for their negligence or willful misconduct, and provide insurance appropriate for the activity in which they are engaged, naming City and Operator (and Contractor) as an additional insured.

### **Section 21. No Third-Party Beneficiary**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

### **Section 22. Independent Contractor**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

### **Section 23. Confidentiality of Material**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

### **Section 24. Ownership Of Material**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City, but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than that described in this Agreement, including, but not limited to, the release of this material to third parties.

### **Section 25. Hold Harmless/Indemnification**

**25.1.** Contractor shall defend, indemnify and hold harmless the City, its City Council, commissions, officers, employees, volunteers and agents and Operator and its employees and agents from:

**25.1.1.** Any claims, damages, costs and attorney fees for injuries or damages arising from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement.

- 25.1.2.** Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 25.1.3.** City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide. City agrees to immediately notify Contractor of all losses or claims for which it will seek indemnity under this Agreement. City agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Contractor and further agrees to fully cooperate with Contractor and Contractor's authorized representatives in the investigation, defense, and settlement of all such claims.
- 25.1.4.** Contractor shall pay City any reasonable expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- 25.2.** Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- 25.3.** To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City and Operator for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **Section 26. Insurance Requirements**

During the term of this Agreement, and for any time period set forth in Exhibit D, Contractor shall provide and maintain in full force and effect the insurance policies as set forth in Exhibit D. Deductibles for Contractor's insurance policies required hereunder shall be an Allowable Expense.

## **Section 27. Consents; Waiver**

City and Contractor hereby expressly acknowledge and agree that, unless otherwise expressly stated to the contrary in this Agreement, the parties to this Agreement are obligated to act in a reasonable manner. The granting of any consent or approval in any one instance by or on behalf of either City or Contractor shall not be construed to waive or limit the need for such consent in any other or subsequent instance. Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



## **Section 28. Notices**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: City Manager's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [nthome@santaclaraca.gov](mailto:nthome@santaclaraca.gov)

And to Contractor addressed as follows:

Andrew J. Lansing  
President and CEO  
Levy  
980 North Michigan Avenue  
Suite 400  
Chicago, Illinois 60611

With a copy to: Vice President/General Counsel  
Levy  
980 North Michigan Avenue  
Suite 400  
Chicago, Illinois 60611

With a copy to: Contractor's General Manager at his/her offices in the  
Convention Center

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **Section 29. Compliance with Laws**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **Section 30. Conflicts of Interest**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California

### Section 36. Counterparts

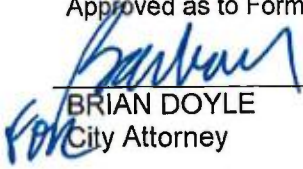
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: 10-31-19

  
BRIAN DOYLE  
City Attorney

 FOR  
DEANINA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"City"

**LEVY PREMIUM FOODSERVICE LIMITED PARTNERSHIP**  
an Illinois limited partnership

Dated: October 23, 2019

By (Signature): 

Name: Robert Ellis

Title: Treasurer of its General Partner

980 N. Michigan Ave.

Principal Place of Business Address: Ste. 400  
Chicago, Illinois 60611

Email Address: mike.feldman@levyrestaurants.com

Telephone: (312) 664-8200

Fax: (312) 664-6921

"Contractor"



**Exhibit A – Proforma Budget**

Description	Initial Term						Total
	2019-2020 Operating Year	2020-2021 Operating Year	2021-2022 Operating Year	2022-2023 Operating Year	2023-2024 Operating Year	2024-2025 Operating Year	
Gross Receipts	\$5,060,000	\$11,044,000	\$12,977,000	\$13,820,000	\$14,511,000	\$15,237,000	\$72,649,000
Allowable Expenses							
Cost of Sales							
Food	\$574,084	\$1,253,000	\$1,472,000	\$1,568,000	\$1,646,000	\$1,728,000	\$8,241,084
Beverage	\$220,837	\$482,000	\$566,000	\$603,000	\$633,000	\$665,000	\$3,169,837
Total Cost of Sales	\$794,920	\$1,735,000	\$2,038,000	\$2,171,000	\$2,279,000	\$2,393,000	\$11,410,920
Personnel Costs							
Management & Staffing	\$820,500	\$1,641,000	\$1,690,000	\$1,741,000	\$1,793,000	\$1,847,000	\$9,532,500
Payroll Fringe & Related Costs	\$516,833	\$1,030,000	\$1,147,000	\$1,206,000	\$1,257,000	\$1,310,000	\$6,466,833
Administrative Charge	(\$702,371)	(\$1,533,000)	(\$1,801,000)	(\$1,891,000)	(\$1,985,000)	(\$2,085,000)	(\$9,997,371)
Union Costs	\$61,377	\$122,000	\$144,000	\$153,000	\$161,000	\$169,000	\$810,377
Variable Labor	\$1,119,880	\$2,226,000	\$2,615,000	\$2,785,000	\$2,924,000	\$3,071,000	\$14,740,880
Total Personnel Costs	\$1,816,220	\$3,486,000	\$3,795,000	\$3,994,000	\$4,150,000	\$4,312,000	\$21,553,220
General & Administrative Cost							
Other Operating Costs	\$625,120	\$1,037,000	\$1,231,000	\$1,325,000	\$1,405,000	\$1,491,000	\$7,114,120
Bad Debt Reserve	\$12,650	\$28,000	\$32,443	\$34,550	\$36,278	\$38,093	\$182,013
Training Reserve	\$12,650	\$28,000	\$32,443	\$34,550	\$36,278	\$38,093	\$182,013
Capital Fund	\$177,100	\$387,000	\$454,195	\$483,700	\$507,885	\$533,295	\$2,543,175
Total General & Administrative Costs	\$827,520	\$1,480,000	\$1,750,080	\$1,877,800	\$1,985,440	\$2,100,480	\$10,021,320
Contractor Compensation							
Management Fee (4.5% of Gross Receipt)	\$227,700	\$496,980	\$583,965	\$621,900	\$652,995	\$685,665	\$3,269,205
Net Receipt for Distribution	\$1,393,640	\$3,846,020	\$4,809,955	\$5,155,300	\$5,443,565	\$5,745,855	\$26,394,335
Incentive Fee (8% of Net Receipts)	\$111,491	\$307,682	\$384,796	\$412,424	\$435,485	\$459,668	\$2,111,547
Total Contractor Compensation	\$339,191	\$804,662	\$968,761	\$1,034,324	\$1,088,480	\$1,145,333	\$5,380,752
TOTAL ALLOWABLE EXPENSES	\$3,777,851	\$7,505,662	\$8,551,841	\$9,077,124	\$9,502,920	\$9,950,813	\$48,366,211
NET PROFIT	\$1,282,149	\$3,538,338	\$4,425,159	\$4,742,876	\$5,008,080	\$5,286,187	\$24,282,789

**Exhibit A – Proforma Budget (cont.)**

Description	Option Term One					Total
	2025-2026 Operating Year	2026-2027 Operating Year	2027-2028 Operating Year	2028-2029 Operating Year	2029-2030 Operating Year	
Gross Receipts	\$15,998,000	\$16,798,000	\$17,638,000	\$18,520,000	\$19,446,000	\$88,400,000
<b>Allowable Expenses</b>						
<b>Cost of Sales</b>						
Food	\$1,814,304	\$1,905,030	\$2,000,293	\$2,100,319	\$2,205,335	\$10,025,281
Beverage	\$698,213	\$733,128	\$769,789	\$808,282	\$848,697	\$3,858,109
<b>Total Cost of Sales</b>	<b>\$2,512,517</b>	<b>\$2,638,158</b>	<b>\$2,770,082</b>	<b>\$2,908,601</b>	<b>\$3,054,032</b>	<b>\$13,883,389</b>
<b>Personnel Costs</b>						
Management & Staffing	\$1,902,410	\$1,959,482	\$2,018,267	\$2,078,815	\$2,141,179	\$10,100,153
Payroll Fringe & Related Costs	\$1,365,615	\$1,423,766	\$1,484,521	\$1,548,000	\$1,614,326	\$7,436,227
Administrative Charge	(\$2,189,250)	(\$2,298,713)	(\$2,413,648)	(\$2,534,331)	(\$2,661,047)	(\$12,096,988)
Union Costs	\$177,441	\$186,314	\$195,631	\$205,413	\$215,684	\$980,482
Variable Labor	\$3,224,379	\$3,385,618	\$3,554,919	\$3,732,685	\$3,919,319	\$17,816,919
<b>Total Personnel Costs</b>	<b>\$4,480,594</b>	<b>\$4,656,467</b>	<b>\$4,839,689</b>	<b>\$5,030,582</b>	<b>\$5,229,461</b>	<b>\$24,236,793</b>
<b>General &amp; Administrative Cost</b>						
Other Operating Costs	\$1,581,525	\$1,677,399	\$1,778,907	\$1,886,373	\$2,000,138	\$8,924,342
Bad Debt Reserve	\$39,995	\$41,995	\$44,095	\$46,300	\$48,615	\$221,000
Training Reserve	\$39,995	\$41,995	\$44,095	\$46,300	\$48,615	\$221,000
Capital Fund	\$559,930	\$587,930	\$617,330	\$648,200	\$680,610	\$3,094,000
<b>Total General &amp; Administrative Costs</b>	<b>\$2,221,445</b>	<b>\$2,349,319</b>	<b>\$2,484,427</b>	<b>\$2,627,173</b>	<b>\$2,777,978</b>	<b>\$12,460,342</b>
<b>Contractor Compensation</b>						
Management Fee (4.5% of Gross Receipt)	\$719,910	\$755,910	\$793,710	\$833,400	\$875,070	\$3,978,000
Net Receipt for Distribution	\$6,063,535	\$6,398,146	\$6,750,092	\$7,120,243	\$7,509,460	\$33,841,476
Incentive Fee (8% of Net Receipts)	\$485,083	\$511,852	\$540,007	\$569,619	\$600,757	\$2,707,318
<b>Total Contractor Compensation</b>	<b>\$1,204,993</b>	<b>\$1,267,762</b>	<b>\$1,333,717</b>	<b>\$1,403,019</b>	<b>\$1,475,827</b>	<b>\$6,685,318</b>
<b>TOTAL ALLOWABLE EXPENSES</b>	<b>\$10,419,548</b>	<b>\$10,911,706</b>	<b>\$11,427,915</b>	<b>\$11,969,376</b>	<b>\$12,537,297</b>	<b>\$57,265,842</b>
<b>NET PROFIT</b>	<b>\$5,578,452</b>	<b>\$5,886,294</b>	<b>\$6,210,085</b>	<b>\$6,550,624</b>	<b>\$6,908,703</b>	<b>\$31,134,158</b>



**Exhibit A – Proforma Budget (cont.)**

Description	Option Term Two					Total
	2030-2031 Operating Year	2031-2032 Operating Year	2032-2033 Operating Year	2033-2034 Operating Year	2034-2035 Operating Year	
Gross Receipts	\$20,030,000	\$20,631,000	\$21,249,000	\$21,887,000	\$22,544,000	\$106,341,000
<b>Allowable Expenses</b>						
<b>Cost of Sales</b>						
Food	\$2,271,565	\$2,339,724	\$2,409,810	\$2,482,164	\$2,556,673	\$12,059,936
Beverage	\$874,185	\$900,414	\$927,386	\$955,231	\$983,905	\$4,641,121
<b>Total Cost of Sales</b>	<b>\$3,145,750</b>	<b>\$3,240,138</b>	<b>\$3,337,196</b>	<b>\$3,437,395</b>	<b>\$3,540,578</b>	<b>\$16,701,057</b>
<b>Personnel Costs</b>						
Management & Staffing	\$2,205,415	\$2,271,577	\$2,339,724	\$2,409,916	\$2,482,214	\$11,708,846
Payroll Fringe & Related Costs	\$1,662,789	\$1,712,678	\$1,764,008	\$1,816,957	\$1,871,486	\$8,827,917
Administrative Charge	(\$2,740,878)	(\$2,823,105)	(\$2,907,798)	(\$2,995,032)	(\$3,084,883)	(\$14,551,696)
Union Costs	\$222,161	\$228,827	\$235,682	\$242,758	\$250,045	\$1,179,473
Variable Labor	\$4,037,024	\$4,158,155	\$4,282,712	\$4,411,300	\$4,543,718	\$21,432,907
<b>Total Personnel Costs</b>	<b>\$5,386,510</b>	<b>\$5,548,131</b>	<b>\$5,714,328</b>	<b>\$5,885,899</b>	<b>\$6,062,580</b>	<b>\$28,597,447</b>
<b>General &amp; Administrative Cost</b>						
Other Operating Costs	\$2,060,142	\$2,121,946	\$2,185,605	\$2,251,173	\$2,318,708	\$10,937,574
Bad Debt Reserve	\$50,075	\$51,578	\$53,123	\$54,718	\$56,360	\$265,853
Training Reserve	\$50,075	\$51,578	\$53,123	\$54,718	\$56,360	\$265,853
Capital Fund	\$701,050	\$722,085	\$743,715	\$766,045	\$789,040	\$3,721,935
<b>Total General &amp; Administrative Costs</b>	<b>\$2,861,342</b>	<b>\$2,947,186</b>	<b>\$3,035,565</b>	<b>\$3,126,653</b>	<b>\$3,220,468</b>	<b>\$15,191,214</b>
<b>Contractor Compensation</b>						
Management Fee (4.5% of Gross Receipt)	\$901,350	\$928,395	\$956,205	\$984,915	\$1,014,480	\$4,785,345
Net Receipt for Distribution	\$7,735,049	\$7,967,149	\$8,205,707	\$8,452,138	\$8,705,894	\$41,065,937
Incentive Fee (8% of Net Receipts)	\$618,804	\$637,372	\$656,457	\$676,171	\$696,472	\$3,285,275
<b>Total Contractor Compensation</b>	<b>\$1,520,154</b>	<b>\$1,565,767</b>	<b>\$1,612,662</b>	<b>\$1,661,086</b>	<b>\$1,710,952</b>	<b>\$8,070,620</b>
<b>TOTAL ALLOWABLE EXPENSES</b>	<b>\$12,913,755</b>	<b>\$13,301,223</b>	<b>\$13,699,750</b>	<b>\$14,111,033</b>	<b>\$14,534,577</b>	<b>\$68,560,338</b>
<b>NET PROFIT</b>	<b>\$7,116,245</b>	<b>\$7,329,777</b>	<b>\$7,549,250</b>	<b>\$7,775,967</b>	<b>\$8,009,423</b>	<b>\$37,780,662</b>

### Exhibit B – Pre-Opening Expenses Estimate

Description		Total
<b>Immediate investment upon contract award for full brand implementation.</b>		<b>\$2,825,750</b>
<b>Description</b>	<b>Total</b>	
Smallwares	\$800,000	
Portable Carts & Transformables	\$400,000	
Bakery / Teaching Kitchen (Terra Spark Kitchen)	\$350,000	
Pre-Opening Budget	\$350,000	
E-Tuk / Portable Vehicles	\$150,000	
Operational Equipment	\$115,000	
Chefs Tables & Service Cart	\$114,750	
Bars & Bar Backs (to Transform Beverage Program)	\$114,000	
Upgraded Technology & POS / Mobile Ordering	\$112,000	
Roof Top Garden Activation & Build Out	\$100,000	
Smart Market	\$100,000	
Branded Uniforms	\$75,000	
Farm Shelf – Indoor Garden	\$25,000	
Briggo Infrastructure	\$20,000	
<b>Total</b>	<b>\$2,825,750</b>	



### Exhibit C – Sample Calculation of Performance Measures

Key Performance Indicator	Goal	Results	% Achieved	Weight	Weighted Achievement Percentage
Customer Service Survey Results	90%	95%	106%	10%	10.6%
Local Purchasing Requirement	25%	20%	80%	5%	4.0%
Room Nights Generated	10,000	8,500	85%	5%	4.3%
Overall Profit and Loss	1.5 Million	1.25 Million	83%	40%	33.2%
Community Impact Scores – Community Accessibility (number of events, community outreach)	10 events/2 programs	8 events /1 program	75%	10%	7.5%
Sustainability Goals	15% waste contribution	10% waste contribution	67%	10%	6.7%
Workforce Development/Training	50 participants	45 participants	90%	7.5%	6.8%
Sales Activity – New Business Development	75 prospects	72 prospects	96%	7.5%	7.2%
Retain Revenue – Public Space Activation	\$500,000	\$425,000	85%	5%	4.3%
<b>Total</b>					<b>84.6%</b>

## **Exhibit D – Insurance Requirements**

Without limiting Contractor's indemnification of City and Operator, and prior to commencing any of the Food and Beverage Services required under this Agreement, Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement as an Operating Expense, the following insurance policies from insurance companies authorized to do business in the State of California. The minimum coverages, provisions and endorsements are as follows:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as Insurance Services Office (ISO) form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, ISO form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

### **C. WORKERS' COMPENSATION**

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000)



policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

2. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### **D. COMMERCIAL CRIME INSURANCE**

Commercial Crime insurance shall be written on a policy form specifically designed to protect against employee dishonesty crimes of Contractor and its employees. Covered services designated in the policy must include work performed by Contractor and its employees and shall include coverage for computer fraud, employee theft, forgery or alteration, inside the premises – theft of money and securities, inside the premises – robbery or safe burglary of other property, money orders and counterfeit money, and outside the premises. The policy shall also provide for Client Coverage. Coverage shall be in an amount of not less than five million dollars (\$5,000,000). Any deductible or self-retention is the responsibility of the Contractor.

#### **E. COMPLIANCE WITH REQUIREMENTS**

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents as well as Operator and its employees and agents are hereby included as additional insureds in respect to liability arising out of Contractor's work for City, using ISO Endorsement CG 20 10 11 85, or the combination of CG 20 10 current edition and CG 20 37 current edition, or its equivalent.
2. Primary and non-contributing. The commercial general liability, auto liability and umbrella liability policies insurance policies provided by Contractor as required herein shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage

provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) calendar days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) calendar days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

#### **F. ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Food and Beverage Services, who is brought onto or involved in the performance of the Food and Beverage Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

#### **G. EVIDENCE OF COVERAGE**

Prior to commencement of any Food and Beverage Services under this Agreement, Contractor shall, as an Operating Expense, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### **H. EVIDENCE OF COMPLIANCE**

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates,



endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be provided by e-mail to:  
ctsantaclara@ebix.com

Or by mail to:

EBIX Inc.  
City of Santa Clara, City Manager's Office  
P.O. Box 100085 – S2  
Duluth, GA 30096  
Telephone number: 951-766-2280  
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.