



**Request for Proposal
RFP-4981-22-KH**

**CONCESSIONAIRE SERVICES FOR
LINCOLN PARK STADIUM**

RESPONSES DUE:

December 29, 2022 prior to 2:00 P.M. Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Kassy Hackett
kassyh@gjcity.org
970-244-1546

NOTE: All City solicitation openings will continue to be held virtually.

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City). All contact regarding this RFP shall be directed to:

RFP Questions:

Kassy Hackett, Buyer

kassyh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement prior to award, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Concessionaires and Caterers to supply the labor, equipment, and supplies necessary to provide food and beverage concession services for Lincoln Park Stadium.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 Pre-Proposal Site Visit:** A pre-proposal meeting is **highly encouraged** for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at Parks Admin Office located at 1340 Gunnison Avenue, Grand Junction, CO on December 14, 2021 at 2:00PM.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Please join Solicitation Opening, Concessionarie Services for Lincoln Park Stadium RFP-4981-22-KH on GoTo from your computer using the Chrome browser.
<https://app.goto.com/meet/586846589>

You can also dial in using your phone.

Dial-In

(646) 749-3335

Access Code

586-846-589

- 1.7 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 **Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.
- 1.10 **Exception and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 **Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.12 **Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the

proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.13 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the City.

1.14 Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions

1.15 Open Records: All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.

1.16 Sales Tax: City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened virtually immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all

labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.8. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

- 2.9. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.10. Acceptance Not Waiver:** The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.

- 2.20. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.21.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.21.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.21.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.23. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.24. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.26. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.27. Indemnification:** Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

- 2.28. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Venue:** Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.34. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the City.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.37. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.39. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.40. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- 2.41. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.42. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.43. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.44. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.45. Definitions:

- 2.45.1. “**Offeror**” and/or “**Proposer**” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.45.2. The term “**Work**” includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.45.3. The term “**Service**” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.45.4. “**Owner**” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the service wherever it is in preparation and progress. The Concessionaire shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of service and to determine, in general, if the service is proceeding in accordance with the contract documents. Based on such observations and the Concessionaire’s Application for Payment, the Owner will determine the amounts owing to the Concessionaire and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject service which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Concessionaire to stop the service or any portion, or to require special inspection or testing of the service, whether or not such service can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Concessionaire, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the service.
- 2.45.5. “**Concessionaire**” is the owner or operator of a concession; one that operates a refreshment stand at a recreational center and pays a fixed sum and/or a percentage of revenue to the entity with the ability to assign exclusive rights for an area or facility. “Concessionaire” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Concessionaire means the Concessionaire or his authorized representative.
- 2.45.6. “**Caterer**” is defined as a person who, as a profession, provides food, supplies, and service at social gatherings or events.
- 2.45.7. “**Basic**” food category is defined as pre-packaged, non-refrigerated, food products from manufacturer, or licensed commercial vendor only (i.e. Sam’s Club, City Market, Walmart, etc., or direct from manufacturer).
- 2.45.8. “**Expanded**” food category is defined as food otherwise prepared or served in personal kitchens or on-site that hold current Mesa County Health Department licenses. For questions about obtaining a Mesa County Health Department License, please contact Monique Mull at 970-248-6962.
- 2.45.9. “**Sub-Contractor**” is a person or organization who has a direct contract with the Concessionaire to perform any of the service at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.46. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2.47. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.47.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

- (a) **Worker Compensation:** Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1 General/Background:** The general scope of services requires a contract with a concessionaire or caterer with extensive background and experience in the concessions and food handling industry as well as with extensive knowledge of the Mesa County Health Department's regulations and standards.

For the past six years, a private concessionaire has provided concession service operations at Suplizio Field and Stocker Stadium. The current contract will expire on January 31, 2022.

Suplizio Field and Stocker Stadium are athletic venues and host nearly year-round athletic activities and special events. Events include School District 51 football, track, and baseball, Colorado Mesa University football, baseball and track, and several other large events, such as graduations, band competitions, and youth football championship games. Large events with several thousand attendees include JUCO baseball games, some high school football games, graduations, and special attendance events for CMU Baseball.

Events normally begin in February (baseball) and traditionally conclude in November (football). Neither venue has regular hours of operation, rather the selected concessionaire is required to provide services during all events. Concessionaire is expected to work very closely with major user groups and Owner staff to determine staffing levels, product mix, and pricing to meet financial and customer service goals. Concessionaire must utilize the north and south concession stands located in between the stadiums.

The Stocker Stadium/Suplizio Field concession area includes two separate areas of operation. The Grill (North area) is 574 square feet and includes major equipment such as a 2 x 3 foot grill, two compartment fryer, steam warmer, a 7 x 7 foot walk-in refrigerator, popcorn machine, and an ice machine. The Pizza Grill (South area) is 574 square feet and includes major equipment such as a two-tier pizza oven, cold prep station, steam warmer, popcorn machine, ice machine, and a 7 x 7 foot walk-in refrigerator. Additional space must be requested and will be granted on a case by case approval depending on availability.

- 4.2 Special Conditions/Provisions:**

4.2.1 Menus: The Concessionaire shall plan and prepare menus in consultation and cooperation with the Parks & Recreation Director, and in accordance with the Owner's specifications. Quantities, portions, and prices of all food items and beverages for concession and vending services shall be subject to prior approval by the Owner. Only foods and beverages which are of the highest quality, in the opinion of the Owner, shall be purchased and served by the Concessionaire.

4.2.2 Signature Item/Dish: The Concessionaire shall have at least one signature item/dish on their proposed menu. This item(s) shall be unique and differentiate the concessionaire from others. If selected for an interview/tasting, this item(s) shall be served to the evaluation committee during the interview process (Section 6.3).

4.2.3 Food and Beverage Pricing: As a matter of general policy, prices of food and beverage commodities, products and/or articles sold by the Concessionaire pursuant to this Contract shall not be higher than those charged at comparable restaurants, bars, snack

stand facilities, hotels, stadiums, convention centers, arenas, etc., for the same quality merchandise and services within this geographical area of Western Colorado. Prices must be posted on the menu boards.

4.2.4 Scheduling: The Owner will give the Concessionaire advance notice of the nature of scheduled activities events and functions and such information as is available regarding the probable attendance at each such activity or event when possible. Please view Appendix A that shows the events and data for the 2019 events. There is currently not a finalized schedule for 2022 events due to construction. Please use 2019 event schedule as an estimate. Every reasonable effort will be made by the Owner to notify the Concessionaire of the cancellation or reschedule of a previously scheduled activity, event or function to which due notice has been given the Owner. The Concessionaire shall be held accountable for furnishing full and adequate service, as determined by the Owner for the full period of time required for any activity, event or function for which the Owner has provided notice to the Concessionaire. All such private functions shall be scheduled with and approved by the Parks & Recreation Director or his designee.

4.2.5 Service Level: The selected concessionaire must attend and provide service at all Owner scheduled events. A “Basic” and an “Expanded” level of service may be provided, depending on the event. (See sections 2.45.7. and 2.45.8 for service level details.) All events shall receive the “Expanded” (Section 2.45.8) level of service unless previously negotiated with the Owner.

4.2.6 Alcohol: Alcohol **shall not** be sold by Concessionaire. The liquor license is held by the Owner; therefore, any event requiring alcohol sales will be managed by the Owner. Coordination within the concession stands and storage areas will be required for these special occasions and will be handled on a case by case basis.

4.2.7 Equipment Repair/Replacement: The Owner will provide certain equipment to the Concessionaire for its use in performing its obligations under this Contract, as seen **Appendix B**. The Concessionaire shall acknowledge that it has inspected said equipment prior to execution of the Contract documents and that said equipment is in good condition and repair and is acceptable. The Concessionaire is responsible for maintaining said equipment in good condition and repair. The Concessionaire shall, at its expense, repair or replace any of said equipment that is damaged during its operations under this Contract. Said equipment shall not be removed from premises by the Concessionaire without the written approval of the Owner. At the termination of this Contract the Concessionaire shall return said equipment in the same condition as existed at the inception of this Contract, except for normal wear and tear, and will reimburse the Owner for any of said equipment that is damaged or missing on the basis of replacement.

4.2.8 Optional Equipment: The Concessionaire shall provide any and all optional equipment and utensils necessary to conduct its operations and perform its obligations under this Contract. The Concessionaire shall maintain, at its expense, such equipment in good condition and repair. The Concessionaire shall, at its expense, repair or replace said equipment that is damaged during its operation under this Contract. The Concessionaire shall be responsible for any damage to its equipment during its operation under and/or term of this Contract. The Concessionaire shall provide the Owner with an inventory of the equipment it shall use prior to the commencement of its concession, vending services and sales. Said inventory shall be updated and kept current by the Concessionaire.

4.2.9 Maintenance: The Concessionaire shall maintain, at all times, the concession stands, prep kitchen, assigned storage areas, and all related equipment, fixtures, paraphernalia, material, utensils and other miscellaneous items therein, in a clean, sanitary and operable condition. It is understood the Concessionaire shall comply with all applicable health and sanitation laws and regulations as well as permit and facilitate inspection of its food and beverage service operation under this Contract by the Owner, its representatives and by authorized public authorities. It is understood that the concessionaire will provide all supplies necessary to meet the maintenance standard including but not limited to trash bags, paper products, and cleaning supplies.

4.2.10 Waste: The Concessionaire must not discharge grease into the drains and must keep grease in containers for disposal by the Concessionaire. If the Concessionaire fails to comply with this provision, any cost charge or expense incurred in opening, cleaning and/or repairing drains for such discharge will be paid by the Concessionaire. The Concessionaire shall transport all waste materials, including grease, from the kitchens, storage areas and food and beverage preparation/service areas to waste receptacles at the garbage pick-up areas. Such removal shall be made during and after each activity, event, or function and all trash handling costs shall be borne by the Concessionaire.

4.2.11 Uniforms: The selected concessionaire and its employees shall wear clean, identifiable, and appropriate uniforms. (Uniforms may consist of, but are not limited to; name tags, badges, logoed shirts/hats, etc.) Proposed uniforms shall be approved by the Owner prior to initial service being performed by the concessionaire.

4.2.12 Inspections: The Owner reserves the right to perform inspection(s) of facilities, service and/or product(s) at any time, for the duration of this contract.

4.2.13 Concessionaire shall submit the following with their response to this RFP:

- A. Copy of City Sales Tax License. Concessionaires are responsible for collecting sales tax and reporting it to City of Grand Junction, Mesa County, and Colorado Dept. of Revenue.
- B. Copy of menu, including proposed pricing.
- C. Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services.
- D. Fully completed and signed Solicitation Response Form found in Section 7.0.

4.2.14 Concessionaire shall submit the following upon final selection:

- A. A copy of Mesa County Health Department License. For questions about requirements or obtaining a Mesa County Health Department License, please contact Mesa County Health at 970-248-6962.
- B. Certificate of Insurance as outlined in Section 3.0.

4.2.15 Code of Conduct: The following list shall be followed at all times.

- A. Unruly or threatening behavior or verbal abuse will not be tolerated.
- B. Tobacco use is strictly prohibited on park grounds.
- C. Intoxication is strictly prohibited while working as a concessionaire with the City of Grand Junction.
- D. Appropriate dress attire is required from each concessionaire and their employees.

NOTE: ANY VIOLATION(S) OF THESE “REQUIREMENTS”, “RULES AND REGULATIONS”, OR “CODE OF CONDUCT” MAY SUBJECT THE CONCESSIONAIRE TO IMMEDIATE TERMINATION OF CONTRACT AND IMMEDIATE DISMISSAL FROM THE EVENT BEING SERVICED. CONCESSIONAIRE MAY ALSO BE PROHIBITED FROM APPLYING FOR FUTURE EVENTS.

4.2.16 Security: The Owner assumes no responsibility for the security of items on display or personal items.

4.2.17 Displays/Advertising: Concessionaires are responsible for the delivery, handling, take down and removal displays, advertising material and the like from the grounds.

4.2.18 Food Quality: Foods and products provided shall be of the highest quality, freshest stock. Where applicable, items shall be of top grade quality unless otherwise specified or an agreed upon substitution.

4.2.19 Right to Audit: The Concessionaire shall maintain such financial records and other records as may be prescribed by the City of Grand Junction or by applicable federal and state laws, rules, and regulations. The concessionaire or caterer shall retain these records for a period of five years after final payment, or until they are audited by the Owner, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Owner, its designees, or other authorized bodies.

4.2.20 MSDS (OSHA Form 20): In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200. The Owner requires **material safety data sheets** on all potentially hazardous materials utilized within Owner operations. Therefore, delivery of products subject to the aforementioned laws and regulations will not be accepted unless accompanied by a satisfactorily completed OSHA-20 Materials Safety Data Sheet, or approved equivalent.

4.2.21 Outside Food: Outside food and beverages shall be allowed at all events for the duration of this contract.

4.2.22 Credit Card Processing: Concessionaire will be responsible for purchasing and maintaining a separate credit card processing system.

4.2.23 Grand Junction Rockies Baseball: The selected concessionaire shall not provide concessions for Grand Junction Rockies baseball events during the months of June, July, August, and September. Upon conclusion of the final major City sponsored event (most likely JUCO), the concessionaire shall move out of the concession stands and leave the area in a fully operable and clean condition for the Rockies to take over during their season. The Grand Junction Rockies will operate the concession stand for all School District, CMU, and special events that take place during their season.

4.2.24 Sub-Contractors: Certain large events will necessitate use of additional Contractors to provide additional food and beverage services. The Owner reserves the right to contract with other concessionaire(s) for such events. Selection, placement, contractual agreements, and all other logistical arrangements will be the responsibility of the Owner. Additional Contractors will be chosen to provide additional variety and options for large events with the least amount of conflict and potential competition with the main concessionaire. **At no time during this contract shall the selected concessionaire hire sub-contractor(s) for services pursuant to this contract.**

4.3 Specifications/Scope of Services: It is the intent of the Owner to select one qualified concessionaire to provide services for the Suplizio Field and Stocker Stadium events. These contracts shall be established from qualified proposals received from professional Concessionaires or Caterers to provide the labor, equipment, and supplies necessary to provide Concessionaire services. The qualified concessionaire or caterer should have extensive background and experience in the concessions and food handling industry as well as with extensive knowledge of the Mesa County Health Department regulations and standards.

4.4 Financial Provisions and Fees: The Concessionaire shall pay all training fees, license fees, assessments, taxes and deductions resulting from the Concessionaire's performance of its obligations under this Contract, including but not limited to all retail sales taxes on the products and services provided by the Concessionaire.

The fee amount is **Twenty Percent (20%)** of the gross sales after taxes. Payments shall be due no later than the 7th day of the month following the month of calculation. Concessionaire shall submit fee payments to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

The Owner reserves the right to re-negotiate the fees as is in the best interest of the Owner if/and when the contract extension option is negotiated.

4.5 Exclusions: This proposal, or subsequent contract, **excludes** all Grand Junction Rockies Baseball games; therefore, this contract does not include any services from approximately mid-June to mid-September (or at the conclusion of the Grand Junction Rockies Baseball season). This contract **excludes** all food service related to the Lincoln Park Tower Hospitality Suite. The Owner also reserves the right to sub-contract with other concessionaire(s) for large or special events such as (but not limited to) JUCO, 4th of July, and concerts.

4.6 Contract: Contract services shall **commence February 1, 2022 and run through January 31, 2023**. The awarded Contractor and the Owner agree that this Proposal and/or subsequent contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

4.7 Pre-Proposal Site Visit: A pre-proposal meeting is **highly encouraged** for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at Parks Admin Office located at 1340 Gunnison Avenue, Grand Junction, CO on December 14, 2021 at 2:00PM.

4.17 Award: The City reserves the right to split the award for this solicitation between the two proposed sites, the Stadium and the Pool, and/or between multiple Concessionaires/Caterers. The award(s) shall be made as deemed in the best interest of the City. The preference is to award both Lincoln Park Stadium and Lincoln Park Pool to one concessionaire, but The City reserves the right to separate and have multiple contracts.

4.18 RFP Tentative Time Schedule:

- Request for Proposal available December 8, 2021
- Pre-Proposal Meeting December 14 at 2:00 PM
- Inquiry deadline, no questions after this date December 17, 2021

- Addendum issued, if needed
 - Submittal deadline for proposals
 - City evaluation of proposals
 - Interviews (if required)
 - Final selection
 - City Council Approval (if required)
 - Contract execution
 - Bonding & Insurance Cert due
- December 21, 2021
December 29, 2021 at 2:00 PM
December 30 – January 7, 2022
Week of January 10, 2022
Week of January 17, 2022
February 2, 2022
February 3, 2022
February 10, 2022

4.19 Questions Regarding Scope of Services:

Kassy Hackett
kassyh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services. Include qualifications, experience of each, and length of time with the company
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) references with name, address, telephone number, and email address
- E. Submit all items from Sections 4.2.13 (A-D) and 4.2.14 (A-B).**
- F. Response Form:** Submit fully completed and signed Response Form in Section 7.0.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

| |
|---|
| <p>The following collective criteria shall be worth 100%</p> <ul style="list-style-type: none">• Responsiveness of Submittal to the RFP (5) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)• Understanding of the Project and Objectives (15) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)• Experience (30) (Firm's proven proficiency in the successful completion of similar projects.)• Necessary Resources/Capability (25) (Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance an all-other requirements necessary to complete the project.)• Strategy & Implementation Plan (15) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)• Menu (10) (Main Menu items and prices are provided as required.) |
|---|

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Concessionaire.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4981-22-KH Concessionaire Services for Lincoln Park Stadium

Offeror must submit entire Form completed, dated and signed.

The City reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Appendix A

105 Days

| Item Name | Customer | Event Description | Start Date |
|-------------------------------|----------------|--|------------|
| Stadium Stocker Lincoln Park | Heidi Vetere | Per Marc - Rocky Mountain District | 18-Jan-19 |
| Stadium Suplizio Lincoln Park | Heidi Vetere | Per Marc - Rocky Mountain District | 18-Jan-19 |
| Stadium Stocker Lincoln Park | Heidi Vetere | BLOCK #13827 | 24-Jan-19 |
| Stadium Suplizio Lincoln Park | Heidi Vetere | BLOCK #13827 | 24-Jan-19 |
| Stadium Stocker Lincoln Park | Heidi Vetere | BLOCK #13827 | 25-Jan-19 |
| Stadium Suplizio Lincoln Park | Heidi Vetere | BLOCK #13827 | 25-Jan-19 |
| Stadium Stocker Lincoln Park | Heidi Vetere | BLOCK #13827 | 26-Jan-19 |
| Stadium Suplizio Lincoln Park | Heidi Vetere | BLOCK #13827 | 26-Jan-19 |
| Stadium Stocker Lincoln Park | Larry Johnson | Fire FC - Winter Training Feb. 2019 | 2-Feb-19 |
| Stadium Stocker Lincoln Park | Larry Johnson | Fire FC - Winter Training Feb. 2019 | 9-Feb-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 15-Feb-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 16-Feb-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 17-Feb-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 17-Feb-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 25-Feb-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 26-Feb-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 27-Feb-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 28-Feb-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 1-Mar-19 |
| Stadium Suplizio Lincoln Park | Lou McCollum | Colorado Northwestern Community Colleg | 2-Mar-19 |
| Stadium Suplizio Lincoln Park | Lou McCollum | Colorado Northwestern Community Colleg | 2-Mar-19 |
| Stadium Stocker Lincoln Park | Amanda Chaffin | Jaguars Homeschool Track Practice | 4-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 4-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 5-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 6-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 7-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 7-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 7-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 8-Mar-19 |
| Stadium Stocker Lincoln Park | Amanda Chaffin | Jaguars Homeschool Track Practice | 8-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 8-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 8-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | Varsity Track Meets 2019 | 9-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 9-Mar-19 |
| Stadium Suplizio Lincoln Park | Paul Cain | Bill Fanning 2019 | 9-Mar-19 |
| Stadium Stocker Lincoln Park | Amanda Chaffin | Jaguars Homeschool Track Practice | 11-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 11-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 12-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 13-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 14-Mar-19 |
| Stadium Stocker Lincoln Park | Amanda Chaffin | Jaguars Homeschool Track Practice | 15-Mar-19 |
| Stadium Stocker Lincoln Park | Paul Cain | SD51 Track Practice 2019 | 15-Mar-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 15-Mar-19 |
| Stadium Stocker Lincoln Park | Amanda Hawkins | Birthday Party #14181 | 16-Mar-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 16-Mar-19 |
| Stadium Suplizio Lincoln Park | Bryan Rooks | CMU Baseball Games 2019 #13883 | 16-Mar-19 |

Appendix B

Current Stadium Equipment

Concession/Grill 574 sq ft

Grill 2' X 3'
Fryer – two compartment
Steam warmer
Heat lamp warmer
Walk in refrigerator – 7' X 7'
Popcorn machine
Warming drawers
Three compartment sink & soap dispenser
Ice machine
Menu board
Nachos
Soda rack
Hot chocolate machine
Coffee machines x 2
Beer taps x 6 (City & Rockies use only)
Small freezer
Rolling warmer

Concession/Pizza: 574 sq ft

Two tier pizza oven
Cold prep station
Three compartment sink & soap dispenser
Steam warmer
Heat lamp warmer
Popcorn machine
Warming drawers
Ice machine
Walk in refrigerator – 7 x 7 (shared use with city)
Menu board
Hot dog roller
Beer taps x 6 (City & Rockies use only)
Soda rack

Catering kitchen: 596 sq ft

Walk in freezer – 7' x 5'
Double door reach in refrigerator (City use only)
Ice machine
Large stainless steel cutting tables - 7' x 30"
Three compartment sink & soap dispenser
Reach in freezer

Pepsi Equipment

Ice tea machine x 2
Dispensers x 4
Pepsi coolers x 4