



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 19th day of February 2025, by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Texas Food Company, LLC, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS the Owner received a comprehensive price proposal from the Contractor encompassing all that is required for the provision of the Service(s) delineated within the Contract Documents, referred to herein as the Concessionaire Services for Lincoln Park Pool, RFP-5555-25-KF.

WHEREAS, the Owner has awarded the contract to the above-named Contractor and said Contractor is now ready, willing, and able to provide the Service(s) specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid by the Contractor to the Owner, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that the following list of instruments, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of the contract document governance shall be as follows:

- a. The body of this Contract Agreement
b. Solicitation Documents, including all Addenda: Concessionaire Services for Lincoln Park Pool (RFP-5555-25-KF)
c. Contractor's Response to the Solicitation

- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders
- f. Amendments

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Service(s): The Contractor agrees to provide all labor, equipment, materials, and staffing, and inventory management necessary for the successful operation of concession services at Lincoln Park-Moyer Pool. The Contractor shall also ensure full compliance with all required permits, licenses, and health and safety regulations as outlined in the Contract Documents.

The Contractor is responsible for fulfilling all tasks and obligations in a professional, timely, and compliant manner to meet the requirements of this contract.

ARTICLE 4

Contract Time: Adherence to the established timeline is essential for the fulfillment of this Contract. The Contractor shall commence concession operations at Lincoln Park-Moyer Pool upon full execution of this Contract and shall provide the required Service(s) in accordance with the timeframes specified in the Contractor's proposal response. The Contractor shall ensure full operational readiness by May 19, 2025, and continue services through Labor Day, September 1, 2025, in compliance with the schedule outlined in the Contract Documents.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall pay the Owner a flat annual fee of **six thousand dollars and 00/100 Dollars (\$6,000.00)** as full and complete compensation for the rights and obligations granted under this Contract and for the performance of all Service(s) specified in the Contract Documents. Payments shall be made in **three equal installments of two thousand dollars and 00/100 Dollars (\$2,000.00)**, due on **June 15, July 15, and August 15 of each contract year**. Payments shall be submitted to the City of Grand Junction Parks and Recreation Division, 1340 Gunnison Avenue, Grand Junction, CO 81501, in accordance with the terms set forth in the solicitation

ARTICLE 6

Contract Binding: The Owner and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants,

agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents. Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F788E7D58F14BC...
Duane Hoff Jr., Contract Administrator

2/20/2025
Date

Texas Food Company, LLC

DocuSigned by:
By: Brent Miller
68621FD6102343Z...
Brent Miller, Owner

2/19/2025
Date



Request for Proposal

RFP-5555-25-KF

Concessionaire Services for Lincoln Park Pool

Responses Due:

January 21, 2025, before 3:30 p.m. MST

Accepting Electronic Responses Only
Submitted Through the
Rocky Mountain E-Purchasing System (RMEPS)
<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

**NOTE: All City solicitation openings will be held virtually,
information is in Section 1.9.**

Purchasing Agent:

Kathleen Franklin

kathleenf@gjcity.org

970-244-1513

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Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

- 1.4. **Purpose:** The City of Grand Junction, Colorado, on behalf of its Parks & Recreation Department, hereby solicits proposals from qualified professional concessionaires to provide food and beverage services at the Lincoln Park-Moyer Pool. The Scope of Work detailing the requirements and expectations is outlined in Section 4.0 of this solicitation. All services shall be performed under the terms and conditions specified in this solicitation document.
- 1.5. **Non-Mandatory Pre-Proposal Site Visit:** Prospective Proposers are strongly encouraged to attend a non-mandatory pre-proposal site visit meeting to gain a clear understanding of the facility concession stand. **The meeting is scheduled for January 7, 2025, from 12:00 p.m. to 1:00 p.m. (Mountain Time) at Lincoln Park-Moyer Pool located at 1340 Gunnison Ave Grand Junction, CO 81501.**

The purpose of the site visit is to allow Proposers to inspect the facility and clarify this solicitation. *Please note that statements made during the site visit will not modify the solicitation. Only information provided through an official addendum will serve to amend the solicitation.*

- 1.6. **The Owner:** The City is the “Owner” who will act by and through its authorized representative(s); “Owner” or “City” may be used interchangeably throughout this solicitation.
- 1.7. **Compliance:** All Proposers, by submitting a proposal, commit to adhere to all terms and conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to understand the requirements clearly, or should it appear that various instructions conflict, the Proposer(s) shall secure instructions from the Purchasing Agent before the submittal deadline.
- 1.8. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. **Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. To participate in the solicitation opening, please utilize the following information and link:

Solicitation Opening, Concessionaire Services for Lincoln Park Pool, RFP-5555-25-KF
January 21, 2025, 3:30 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone.
<https://meet.goto.com/180830661>

Dial in using a phone.
Access Code: 180-830-661
United States: [+1 \(312\) 757-3121](tel:+13127573121)

Join from a video-conferencing room or system.
Meeting ID: 180-830-661
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: [180830661@67.217.95.2](tel:180830661@67.217.95.2) or [67.217.95.2###180830661](tel:67.217.95.2###180830661)

Get the app now and be ready when the meeting starts:
<https://meet.goto.com/install>

- 1.10. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. **Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals.

The individuals are required to file a “Public Disclosure Record”, and/or a statement of financial interest, before conducting business with the Owner.

- 1.12. Collusion Clause:** Each Proposer, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Proposers will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities:** The Proposer shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.14. Ethics:** No Proposer shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.15. Altering Proposals:** Any alterations made before the opening date and time must be initiated by the Proposer. Proposals may not be altered or amended after the submission deadline.
- 1.16. Multiple Offers:** If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked “ALTERNATE PROPOSAL.” The Owner reserves the right to make the award in the best interest of the Owner.
- 1.17. Withdraw of Proposals:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Proposer for sixty (60) days following the submittal deadline date, and only before award.
- 1.18. Exclusions:** No oral, telephonic, emailed, or facsimile proposal will be considered.
- 1.19. Contract Documents:** The Contract Documents consist of the complete solicitation and the Proposer’s response. Active solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.20. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.21. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Proposer to accept the obligations in the Contract may result in cancellation of the award and such Proposer may be removed from future solicitations. When a Contract is executed by and between the Proposer and the City, the Proposer may be referred to as the “Agency,” “Consultant,” “Contractor,” or “Firm.”

- 1.22. Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. A Proposer(s) must acknowledge receipt of all addenda in the proposal(s).
- 1.23. Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for the award. A Proposer that takes exception to the specifications does so at the Proposer's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Proposer must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Proposer has not taken exception(s), and if awarded a Contract, shall hold the Proposer responsible for performing in strict accordance with the Contract Documents.
- 1.24. Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after the 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 identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. **Any material the Proposer(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA),** the request shall be reviewed and decided by the Owner. If denied, the Proposer will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.25. Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner 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 in the materials marked as "Confidential Material." Disqualification of a proposal does not eliminate the City's right.
- 1.26. Minimal Standards for Responsible Prospective Proposers:** The Proposer must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Proposer:

- 1.26.1.** Demonstrate the ability to comply with the required or proposed schedule.

- 1.26.2. Show a satisfactory performance record on projects of similar scope and size.
- 1.26.3. Maintain a satisfactory record of integrity and ethical practices.
- 1.26.4. Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.
- 1.26.5. Ensure that its/his/her Proposal(s) comply with the requirements provided in the "Preparation and Submittal of Proposals."

1.27. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work. Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Proposer and Proposal:

- More than one Proposal is submitted for the same Service/Work from an individual, firm, consultant, contractor, or corporation under the same or different name; and
- Evidence of collusion among Proposers. Any participant in such collusion shall not receive recognition as a Proposer for any future Service/Work of the Owner until such participant has been reinstated as a qualified Proposer.

1.28. Taxes: The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.29. Sales and Use Taxes: The Contractor and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

1.30. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.31. Public Opening: The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, representatives, and interested people may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing contractors will be disclosed.

Section 2.0: General Contract Terms and Conditions

- 2.1. Acceptance of Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Proposer on the Letter of Interest or Cover Letter. The Proposer must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Proposer accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. A Proposer shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service(s). If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and necessary changes will be made to reconcile the variation as determined to be in the best interest of the City. If the Contractor performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services/Work:** The Contractor shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services/Work under the Contract.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Service(s) under the Contract. Upon receipt of written notice that the deliverable(s) is ready for final inspection and acceptance and upon receipt of the invoice for payment, the Owner's Project Manager will promptly make such inspection and, when the Owner finds the Service(s) acceptable under the Contract and the Contract fully completed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates prepared by the Contractor of the value of Service(s) performed under the Contract Documents. The Service(s)

performed by the Contractor shall follow generally accepted professional practices and the level of competency presently maintained by other practicing professional Agencies in the same or similar type of Service(s) in the community. The Service(s) to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

- 2.6. Protection of Persons and 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 it from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing safeguards for safety and protection, 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 services, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its 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 acceptably.
- 2.7. Changes in the Services/Work:** The Owner, without invalidating the Contract, may order changes in the Services/Work within the general scope of the Contract consisting of additions, deletions, or other revisions. All such changes in the Services/Work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the Contract. A Change Order/Amendment is a written order to the Contractor signed by the Contract Administrator issued after the execution of the Contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.8. Minor Changes in the Services/Work:** The Owner shall have the authority to order minor changes in the Services/Work not involving an adjustment to the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract.
- 2.9. Correction of Services/Work:** All Services/Deliverables shall meet a standard comparable to the prevailing skill and expertise in the relevant market or industry. If any Services/Deliverables provided by the Contractor are found by the Owner to be non-conforming to the terms of the Contract, the Contractor shall promptly correct such issues. The Contractor shall bear all expenses associated with the correction of the rejected Services, including any additional Services required by the Owner as a result thereof, at no additional cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance of or approval of Service(s) furnished hereunder shall not in any way relieve the Contractor of its responsibility to maintain the high quality, integrity, and timeliness of its Services. The Owner's approval or acceptance of, or payment for, any Services shall not be construed as a

future waiver of any right(s) under the 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 Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.12. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The 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 as 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 Owner to the Proposer and/or the Contractor for the Services to be performed or information that comes to the attention of the Contractor during the performance of such Services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.17. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner, or any solicitation proposal response may be rejected in whole or in part when it is in the best interest of the City.
- 2.18. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.19. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.

2.20. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

- 2.20.1.** 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.20.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

2.22. Failure to Deliver: In the event of failure of the Contractor to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.

2.23. 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 of the Contract at any time under the terms thereof.

2.24. Force Majeure: The Contractor 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 Contractor unless otherwise specified in the Contract.

2.25. Indemnification: The Contractor shall defend, indemnify, and save harmless the Owner 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

Contractor, or of any Contractor's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Contractor shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.

- 2.26. Independent Contractor:** The Contractor shall be legally considered an independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contractor, payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefit(s) to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner to its employees.
- 2.27. Ownership:** All documents, plans, concepts, and work prepared under the Contract, *etc.*, created by the Contractor for this Service/Work, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.28. Patents/Copyrights:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.30. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Contractor and shall not be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*

- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.33. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.34. Default:** The Owner reserves the right to terminate the Contract if the Contractor fails to meet delivery or completion schedules, or otherwise fails to perform under the terms of the Contract. In the event of a breach or default, the Owner is authorized to procure similar services from an alternate contractor and to hold the defaulting Contractor responsible for any additional costs incurred to complete services for the project or event.
- 2.35. Piggyback:** Agreements resulting from this solicitation are intended primarily for the Owner. However, other governmental entities may be extended the opportunity to utilize the awarded Contract, contingent upon the agreement of the successful Proposer and the participating agencies. All participating entities must adhere to the specifications, terms, conditions, and contract prices established within the agreement. Each governmental entity shall establish its own contract, issue its own orders, be invoiced directly, make its own payments, and issue its own exemption certificates as required.

It is understood and agreed that the City is not a legally binding party to any contractual agreement made between another governmental entity and the Contractor as a result of this solicitation. The City shall not be held liable for any costs or damages incurred by any other entity.

2.36. Definitions:

- 2.36.1.** "Agency," "Consultant," "Contractor," or "Firm" is the person, organization, entity, or contractor identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s).
- 2.36.2.** "Basic" Food Category refers to pre-packaged, non-refrigerated food products obtained exclusively from licensed commercial vendors (e.g., Sam's Club, City Market, Safeway, Walmart) or directly from the manufacturer.
- 2.36.3.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 2.36.4.** “Concessionaire” refers to the individual or entity that owns or operates a concession, typically providing refreshment services within a recreational facility. The Concessionaire compensates the contracting entity through a fixed fee and/or a percentage of revenue in exchange for the exclusive rights to operate within a designated area or facility. "Concessionaire" as identified in the Agreement refers throughout the Contract Documents to this individual or organization, or its authorized representative(s).
- 2.36.5.** “Caterer” is defined as an individual or entity professionally engaged in providing food, supplies, and related services for social gatherings, events, or similar occasions.
- 2.36.6.** “Contract Sum” is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.
- 2.36.7.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Contractor as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 2.36.8.** “Expanded” Food Category refers to food prepared or served in personal kitchens or on-site facilities holding a valid license from the Mesa County Public Health Department. For information on obtaining a Mesa County Public Health Department license, please visit the [Food Safety and Licensing](#) webpage or call (970) 248-6900.
- 2.36.9.** “Key Personnel” designates the crucial individual(s) from the Agency or Contractor essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project’s specific scope of work.

- 2.36.10.** “Proposer” refers to the person(s) legally authorized by the Agency or Contractor or Firm to make an offer and/or submit a response fee proposal in response to this solicitation.
- 2.36.11.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 2.36.12.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 2.36.13.** “Subcontractor” is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 3.0: Insurance Requirements

The selected Contractor agrees to procure and maintain, at its own expense, comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure and maintain and shall ensure that any subcontractors, if applicable, also procure and maintain, the insurance coverage specified below. All insurance policies shall be maintained in forms and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. For any claims-made policies, the Contractor shall secure appropriate retroactive dates and extended reporting periods to ensure continuous coverage. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

- (a) **Commercial General Liability** with minimum combined single limits of:

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

ONE MILLION DOLLARS (\$1,000,000) general aggregate.

The policy shall apply to all premises, products, and completed 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 contain a severability of interest provision.

- (b) **Automobile Liability** with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each accident

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (c) **Workers Compensation and Employers' Liability:** The Contractor shall, at its own expense, comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

- 3.1. **Additional Insured Endorsement:** The policies required by paragraphs (a), and (b) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy 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 the 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 City of Grand Junction is seeking proposals from qualified and experienced Concessionaires to provide food and beverage concession services at Lincoln Park-Moyer Pool, utilizing the City's concession stand.

The City of Grand Junction has historically contracted with concessionaires to operate food and beverage services at the Lincoln Park-Moyer Pool. Approved Concessionaire status with the City provides opportunities for private-sector vendors to continue offering these services, ensuring convenience and quality for pool patrons.

Achieving "[Approved Food Vendors](#)" status with the City opens opportunities for private-sector concessionaires to continue delivering these services, potentially expanding its business footprint and enhancing customer experiences at this facility. The City encourages innovative approaches to concession operations that align with its commitment to community satisfaction and operational excellence.

Located at 1340 Gunnison Ave, Grand Junction, CO 81501, within Lincoln Park, Lincoln Park-Moyer Pool operates seasonally from Memorial Day weekend through Labor Day weekend. During this time, the pool is open seven days a week, and the selected Concessionaire will be required to provide on-site services from May 19, 2025, through Labor Day, September 1, 2025.

Standard hours are 1:30 p.m. to 7:30 p.m., except on Wednesdays, when the hours are 9:00 a.m. to 2:00 p.m. and 3:00 p.m. to 7:30 p.m. Peak times are generally from 1:30 to 5:30 p.m.

The pool features a 50-meter outdoor swimming area, a waterslide, a splash pad water playground, a 13-foot diving well with 1-meter and 3-meter diving boards, and a separate shallow water pool. Amenities include an extensive grass area, concession area, shade shelters, and pool deck furniture.

Historically, Lincoln Park-Moyer Pool has attracted approximately 50,000 swimmers per season, with an average of 500 visitors per day. Attendance fluctuates based on weather conditions. The facility also hosts private parties and special events throughout the season, with dates and times to be determined. The awarded Concessionaire will have the first right of refusal to provide concession services for these events.

4.2. Scope of Services: The scope of services encompasses providing all labor, equipment, materials, staffing, inventory management, and ensuring compliance with all required permits and licenses necessary for the successful operation of the concessions. Proposer(s) must demonstrate significant expertise and experience in the concessions and food handling industry, as well as a comprehensive understanding of the Mesa County Health Department's regulations and standards

4.3. Special Conditions/Provisions:

4.3.1. Questions Regarding the Solicitation Process or the Scope of Services:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

4.3.2. Use of the Site: The Concessionaire shall restrict operations at the facility to designated areas as permitted by the City, applicable laws, ordinances, permits, and the Contract Documents. The Concessionaire must ensure that all materials, equipment, and activities are managed in a manner that does not unreasonably encumber or obstruct the facility, thereby maintaining accessibility, safety, and convenience for public use.

4.3.3. Cleanup: The Concessionaire shall ensure the facility is always kept clean and free from the accumulation of waste materials or rubbish. Upon completion of daily operations or any event, the Concessionaire shall remove all waste materials, rubbish, and surplus materials from the premises, leaving the facility in a clean and orderly condition.

4.3.4. Required Documentation: The Concessionaire must include the following documentation with its proposal, in addition to the requirements in Section 5.0. Preparation and Submittal of Proposals.

- 4.3.4.1. Submit photos of the booth, cart, or mobile unit in operation, if applicable.
- 4.3.4.2. Provide a copy of the current Mesa County Public Health license. For information on obtaining this license, visit the [Food Safety and Licensing](#) or contact Mesa County Public Health at (970) 248-6900.
- 4.3.4.3. Provide a copy of the current City of Grand Junction Sales Tax License. Concessionaires are responsible for collecting and remitting sales tax to the City of Grand Junction, Mesa County, and the Colorado Department of Revenue.
- 4.3.4.4. Submit a copy of the menu, including proposed pricing. Any changes to the menu or pricing must be provided to the City Parks Department to ensure updated information is posted on the City's website.
- 4.3.5. **Alcohol:** The sale or distribution of alcohol by Concessionaires to patrons or employees is strictly prohibited. Concessionaires and its employees are prohibited from bringing alcohol on-site, consuming alcohol on-site, or consuming alcohol during events while providing services. Additionally, Concessionaires and its employees must abstain from alcohol consumption for at least eight (8) hours before providing services at the Lincoln Park-Moyer Pool.
- 4.3.6. **Code of Conduct:** Concessionaires and its employees are expected to adhere to the following standards of conduct while providing services under this contract:
 - 4.3.6.1. Unruly, threatening behavior or verbal abuse will not be tolerated.
 - 4.3.6.2. Tobacco use is strictly prohibited on park grounds.
 - 4.3.6.3. Intoxication while working as a concessionaire for the City of Grand Junction is strictly prohibited.
 - 4.3.6.4. Concessionaires and its employees must always maintain appropriate dress attire.

NOTE: Violations of these "Requirements," "Rules and Regulations," or the "Code of Conduct" may result in immediate termination of the contract and removal from the facility or event. Additionally, the Concessionaire may be disqualified from participating in or submitting proposals for future opportunities.

4.3.7. **Security:** The City of Grand Junction is not responsible for the security of any items on display or personal belongings. Concessionaires are solely responsible for safeguarding its property and equipment.

4.3.8. Responsibilities: Concessionaires are responsible for the delivery, setup, handling, takedown, and removal of its booth, mobile unit, displays, advertising materials, and any related items from the premises. The Concessionaire must ensure the site is left clean and free of debris after each day and the contract term.

4.3.8.1. Sales Rate Fees: The Concessionaire shall pay the City a flat annual fee of \$6,000. No percentage of gross sales will be charged to the Concessionaire.

4.3.8.2. Payment Terms: The Concessionaire shall submit payments of \$2,000 per month, due on the following dates: June 15, July 15, and August 15. Payments must be submitted to the Parks and Recreation Division at 1340 Gunnison Avenue, Grand Junction, CO, no later than the close of business on each due date. Payments may be made via cash, check, or credit card, and a receipt will be provided upon payment.

4.3.8.3. Sales Tracking and Reporting: The Concessionaire shall track all sales and revenues generated during the contract term. A comprehensive sales and revenue report must be submitted to the City at the end of the contract period.

4.3.9. Concession Services at Lincoln Park-Moyer Pool: The Concessionaire will have access to any existing City-owned equipment available at the Lincoln Park-Moyer Pool. A designated space inside the Pool facility has been allocated for concessions.

The City will not provide maintenance or replacement of any City-owned equipment. Concessionaires may choose to bring and use its equipment; however, the City assumes no liability or responsibility for any incidents, maintenance, replacement, loss, or theft of Concessionaire-owned equipment or supplies.

For reference, the approximate annual gross revenue from concession services at this location over the past five years has been \$37,000. Revenue varies significantly based on weather conditions and the School District 51 calendar.

4.3.10. Food Regulations: Proposer(s) shall ensure that all food products comply with applicable rules and regulations established by the Food and Drug Administration (FDA), the Department of Agriculture, and the Mesa County Department of Health. Proposer(s) are responsible for obtaining and maintaining all necessary permits, certifications, and inspections required to meet these regulatory standards throughout the contract term.

4.3.11. Food Quality: All food and beverage products provided by the Concessionaire shall be of the highest quality and the freshest stock available. Where applicable, items must meet top-grade quality standards unless otherwise specified or an agreed-upon substitution has been approved by the City. The Concessionaire is responsible for ensuring that all products comply with applicable health and safety regulations.

4.3.12. Right to Audit: The Concessionaire shall maintain all financial records and other documentation as required by the City of Grand Junction and in compliance with applicable federal and state laws, rules, and regulations. These records must be retained for five (5) years following final payment or until they are audited by the City, whichever occurs first.

During the contract term and the subsequent five-year retention period, all records shall be made available for examination, transcription, and audit by the City, its authorized designees, or other authorized regulatory bodies upon request. The Concessionaire or Caterer is responsible for ensuring that these records are accurate, complete, and accessible for auditing purposes.

4.3.13. Safety Data Sheets: In compliance with the Occupational Safety and Health Act (OSHA) Hazard Communication Standard (1910.1200) and the Globally Harmonized System (GHS) of Classification and Labeling of Chemicals, the City of Grand Junction requires Safety Data Sheets (SDS) for all potentially hazardous materials utilized within City operations. Deliveries of products subject to these regulations will not be accepted unless accompanied by a satisfactorily completed SDS or an approved equivalent.

4.3.14. Laws, Codes, Rules, and Regulations: The Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.15. Contract: A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Proposer's response (Proposal) to the RFP, (3) any clarification of the Proposal, if applicable, and (4) the City's Purchasing Department's acceptance of the proposal through a "Notice of Award." All Exhibits and Attachments within the RFP are incorporated into the contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein and other laws as applicable.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Proposer and the Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.3.16. Project Manager/Administrator: The Project Manager will be responsible for approving and accepting all Work within the Scope of Services. During the performance of the Contract, all notices, letters, submittals, and other communications directed to the City shall be delivered to:

Larry Manchester, Recreation Supervisor
City of Grand Junction, Parks & Recreation
1340 Gunnison Ave
Grand Junction, CO 81501

4.3.17. Contract Administrator: The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the time Services are provided will be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org
(970) 244-1545

4.4. Contract Term: The Contract shall become effective upon execution by both Parties, with services beginning immediately upon execution and continuing through **December 31, 2025**. The Contract may be renewed for up to three (3) additional one-year terms upon mutual agreement of the Contractor and the City, contingent on satisfactory performance and annual appropriation of funds approved by the City Council. Each renewal term will adhere to the terms, and conditions of the original Contract.

4.5. Attached Documents:

Appendices* *if the link is not functioning, please try an alternate browser and refresh the page.*

Appendix 1 – There are no attachments for this solicitation.

Tentative Calendar of Events:

- Solicitation available December 16, 2024
- Non-Mandatory Site Visit January 7, 2025
- Inquiry deadline, no questions after this date January 10, 2025, close of business
- Final Addendum Posted, *if required* January 14, 2025
- Submittal deadline for proposals January 21, 2025, 3:30 p.m. MST
- Owner evaluation of proposals January 22-29, 2025
- Interviews, *if required* February 6-7, 2024
- Final Selection February 10, 2024
- Contract execution February 14, 2025

Section 5.0: Preparation and Submittal of Proposals

Submission: Each proposal shall be submitted in electronic format only, adhering to HB21-1110 and only through BidNet ® Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-jefferson>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Proposers are encouraged to submit its proposal as early as possible, allowing enough time for technical difficulties that may be encountered in the BidNet ® system) Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (The purchasing agent does not have access to or control the vendor side of RMEPS. If there are website or other problems that arise during response submission, the Proposer **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP should be a single PDF document containing all necessary information. Proposers must demonstrate an interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must be clear, concise, and free of extraneous information, adhering to the specified formatting requirements (Sections **A** to **G**) as outlined below by the Owner to facilitate effective review and evaluation:

Proposals should be limited to a maximum of 30 pages

- A. Cover Letter:** The Proposer(s) must submit a cover letter that succinctly explains its interest and expertise in providing the services outlined in this solicitation. The letter will include a summary of the Proposer's relevant qualifications and experience.

The cover letter must include the name, address, phone number, and email address of the principal contact person, as well as identify the individual(s) authorized to make presentations and formal commitments on behalf of the Contractor. The letter shall bear the signature of the person having proper authority to commit the Contractor and specify its role and signature authority.

By submitting a response to this solicitation, the Proposer agrees to all requirements outlined herein, including compliance with all contractual, legal, and ethical standards related to providing the scope of service(s).

- B. Solicitation Response Form:** The Proposer(s) must complete and submit the attached Solicitation Response Form included in Section 7.0. as a part of its proposal response. Please submit only the completed form, not the entire solicitation document, unless marking up the document to indicate exceptions to any terms and conditions.

- C. Capacity, Credentials, Experience, and Qualifications:** The proposal should showcase the Contractor’s relevant capacity, credentials, experience, qualifications, and resources that demonstrate the ability to fulfill the Scope of Services outlined in the solicitation.

Proposer(s) should highlight its ability to be a reliable concessionaire with a proven history of successfully managing services and operations like those outlined in the Scope of Services. Key areas of emphasis should include responsiveness to customer needs, adherence to safety standards, and operational efficiency.

Proposer(s) are encouraged to include:

- **Organization Chart:** Provide a clear organizational chart that identifies key personnel responsible for managing concession operations. Include the number of employees and specify everyone’s role, relevant training, certifications, and expertise in concession services, food handling, and customer service.
- **Contact information:** Include detailed contact information for business hours and after-hours inquiries. Provide specific email addresses and phone numbers for scheduling, operational coordination, and billing inquiries.
- **Relevant Experience:** Provide a history of successfully operating concession services like those required in this solicitation. Include examples of past projects that demonstrate the ability to meet customer needs, handle high-traffic periods, and adapt to varying conditions. Specifically, describe the experience in:
 - Managing concession operations at recreational facilities or similar venues.
 - Compliance with health and safety regulations, including Mesa County Health Department requirements.
 - Providing consistent and reliable services during peak operational hours and special events.
 - Coordinating logistics for food preparation, storage, and delivery.
- **Industry Standards and Certifications:** Confirm compliance with industry standards and best practices. Include relevant certifications, licenses (e.g., Mesa County Health Department License, City Sales Tax License), and accreditations.
- **Cost Reconciliation and Payment Compliance:** Describe any experience in accurate reporting, invoicing, and cost reconciliation, including the ability to meet agreed-upon payment terms with the facility owner. Highlight the processes for ensuring timely and accurate financial transactions and maintaining compliance with contractual obligations.
- **Service Standards and Support:** Provide evidence of the organization’s commitment to service standards, including adherence to timelines, maintaining

high-quality operations, and ensuring compliance with safety and sanitation protocols.

- **Customer Service and Communication:** Highlight customer service practices, including how to ensure clear and timely communication with the City and patrons. Describe the process for addressing urgent requests and the commitment to providing reliable, consistent service. Specify the response times for inquiries and operational adjustments to enhance concession service quality and customer satisfaction.
- **Quality Assurance:** Outline any quality assurance policies, including methods for maintaining high standards in service delivery, food safety, and customer experience. Explain how the service is evaluated for effectiveness and continuous improvements.
- **Capacity and Resources:** Provide an overview of the organization's capacity to manage and execute concession operations, including staffing levels, available equipment, and other resources.
- **Additional Supporting Information (Optional):** Proposer(s) are encouraged to include any additional information that showcases its ability to deliver exceptional concession services. This may include:
 - Client testimonials emphasizing reliability, professionalism, and customer satisfaction.
 - Performance metrics or evaluations from similar services.
 - Case studies or summaries of successful concession operations, including how challenges were effectively managed.

D. Strategy and Implementation Plan: Proposer(s) must provide a detailed strategy outlining how it will deliver concessionaire services to meet the objectives of this solicitation. The plan should demonstrate an understanding of the City's goals, describe a comprehensive approach to executing the Scope of Services, and include all requirements outlined in Section 4.0.

Proposers may present the plan in a narrative or another suitable format and should address:

- Delivery of concessionaire services, including food and beverage offerings.
- Equipment setup and maintenance.
- Customer engagement and service standards.
- Inventory management practices.

This plan should clearly illustrate the Proposer's readiness and capability to fulfill all requirements and objectives specified in the solicitation.

- E. References:** Proposer(s) must provide at least three (3) recent and relevant references, preferably within Grand Junction, Colorado, or the surrounding area who can attest to the Proposer's experience in delivering concessionaire services comparable in recreational facilities, patron traffic, size, scope, and relevant settings. References should highlight the Proposer's ability to address any challenges or issues encountered while maintaining service quality and adhering to contractual obligations.

For each reference, include the following details:

- (a) Client's Name and Address
- (b) Point of Contact (Name, Telephone Number, and Email Address)
- (c) Dates of Service
- (d) Personnel Assigned to the Services/Work
- (e) Description of Services/Work Provided, including any notable challenges and how they were resolved.

This information will allow the City to evaluate the Proposer's reliability, problem-solving abilities, and overall performance in delivering concessionaire services comparable to those outlined in the Scope of Services.

- F. Legal Proceedings/Lawsuits:** Provide a comprehensive list of any legal proceedings or lawsuits involving the Contractor, its employees, or any subcontractors who may be delivering services to the City. This list should include all current litigation and its statuses, as well as any matter(s) that have been filed, settled, and/or otherwise adjudicated in the last five years. For each case, describe the underlying cause or reason for the action, along with the outcome or status.
- G. Additional Data (optional):** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Contractor. This may include details about specific expertise, innovative technologies, sustainable practices, customer engagement strategies, or any other information that could enhance the City's evaluation of the Proposer's ability to fulfill the objectives of this solicitation.

Section 6.0. Evaluation Criteria and Factors

- 6.1. **Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. **Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Proposer's ability to provide the services described herein.
- 6.3. **Evaluation Summary:** Proposals will be prioritized based on the criteria, categories, and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Proposer, or Contractor in determining a final award(s), if any.

Evaluation Criteria & Weighted Values will be worth 100 %

- **Responsiveness of Submittal to the RFP (10) %**
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Services and Objectives (20) %**
Assessment of the Proposer's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, Credentials (40) %**
The Proposer's demonstrated expertise in the successful execution and delivery of comparable Services. The Proposer showcased the ability to exhibit the requisite skill levels, certifications, and all other essential competencies necessary to deliver the services.
- **Strategy & Implementation (30) %**
Proposer has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item D – Strategy and Implementation Plan for details.

- 6.4. **Shortlisting Proposers:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
 - All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from

consideration. The Purchasing Agent may contact Proposers for clarification of its proposal.

- Committee members will independently evaluate and score proposals and submit scores back to the Purchasing Agent. Scores will be entered into an Evaluation Matrix to assist in analyzing and prioritizing the responsive Proposals.

- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Proposer(s) and will not engage in negotiations with lower-rated Proposer(s) unless negotiations with higher-rated Proposer(s) have been unsuccessful and are subsequently terminated. The selected Contractor may submit revisions to its proposal, including but not limited to adjustments to price, best and final offer, and technical aspects, because of negotiations, if deemed in the best interest of the City.
- 6.6. Interview(s):** The Owner reserves the right to invite the highest ranked Proposer(s) to participate in a virtual, or in-person interview(s) if needed. Shortlisted Proposer(s) will be notified of the interview process, including format, duration, and location, following the RFP shortlist selection process.
- 6.7. Reference Checks:** The City reserves the right to conduct reference checks with the top-ranked Proposer(s) to verify its past performance, reliability, experience, and ability to deliver the services outlined in this solicitation. These reference checks will help confirm the Proposer's qualifications, reliability, and adherence to project timelines and budgets, ensuring a successful relationship. In addition, the City reserves the right to check other references as it deems appropriate or in its best interests when evaluating the proposer's proposal.
- 6.8. Award:** Proposer(s) shall be ranked based on the criteria listed in Section 6.3. The City reserves the right to consider all the information submitted and/or presentations, if required, in selecting the Project Contractor.

Section 7.0. Solicitation Response Form

RFP-5555-25-KF “Concessionaire Services for Lincoln Park Pool”

Proposer must submit the entire Form completed, dated, and signed.

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

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

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

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Proposer or with any competitor.

Prices in the Proposal have not knowingly been disclosed with another Proposer and will not be before award.

- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Contractor, authorized to represent the Contractor, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.

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

State number of Addenda received: _____

The Proposer is responsible for ensuring all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer must furnish a current completed W-9 form.

Entity Name

Authorized Agent Name, & Title

Authorized Agent Signature

Telephone Number

Address of Proposer

E-mail Address of Agent

City, State, and Zip Code

Date

The undersigned Proposer proposes to subcontract the following portion of Services:

<u>Name, address, city, and state of Subcontractor</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value & % of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Proposer acknowledges the right of the City to reject any Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.



ADDENDUM NO. 1

Date: January 8, 2025
From: City of Grand Junction Purchasing Division
To: All Offerors
RE: Concessionaire Services for Lincoln Park Pool, RFP-5555-25-KF

Offerors responding to the above-referenced solicitation are hereby notified that requirements have been clarified, modified, superseded, and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Revised Insurance Requirement Section 3:
 - (a) **Commercial General Liability** with minimum combined single limits of:
ONE MILLION DOLLARS (\$1,000,000) each occurrence, and
TWO MILLION DOLLARS (\$2,000,000) general aggregate

The original solicitation for the project services noted above is amended as indicated. Please acknowledge receipt of this addendum on the Solicitation Response Form signature page of the proposal documents.

All other conditions of the subject remain unchanged.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin, Senior Buyer
City of Grand Junction, Colorado

A.

Texas Food Company

January 14, 2025

Brent Miller-Owner

Texas Food Company

143 Sierra Dr

Fruita, Co 81521

(970) 201-1786

texasfoodcompany@yahoo.com

Dear Kathleen Franklin Purchasing Representative

City of Grand Junction

Purchasing Division

This letter is being submitted in regards to your Concessionaire Services for Lincoln Park Pool Request

for Proposal (RFP) 5555-25-KF. Texas Food Company is very interested in this position and I am confident our company will continue to be a great asset to The City of Grand Junction for this specific concession service.

We understand the pool opens Memorial Day weekend and runs through Labor Day and is open seven days a week.

The City of Grand Junction's search for a concessionaire candidate ends here! Texas Food Company has an excellent track record of providing superior customer service combined with the highest food quality and strong managerial skills. During the number of years that we have provided concessionaire services at the stadium, we have developed a strong working relationship with District 51, CMU, the Juco Committee and the city of Grand Junction. In addition, [REDACTED]

[REDACTED]. There has always been open communication between our two entities as we have face-to-face discussion daily and when something specific arises we communicate through email channels or phone calls.

Should there be any questions concerning the RFP, we will make ourselves available to meet with you. The following individuals are authorized to make presentations on behalf of Texas Food Company: Brent Miller and Mason Newton.

Texas Food Company looks forward to continuing our working relationship with The City of Grand Junction.

Sincerely,

Texas Food Company- Brent Miller

Section 7.0. Solicitation Response Form

RFP-5555-25-KF "Concessionaire Services for Lincoln Park Pool"

Proposer must submit the entire Form completed, dated, and signed.

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

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

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

The undersigned Proposer accepts and agrees, by the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Proposer acknowledges the right of the City to reject any and all Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City's sole discretion.

By submission of the Proposal, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Proposer or with any competitor.

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- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal to restrict competition.
- The individual signing the Proposal certifies that it is a legal agent of the Contractor, authorized to represent the Contractor, and is legally responsible for the offer concerning supporting documentation and fees/prices provided.

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

State number of Addenda received: 1

The Proposer is responsible for ensuring all Addenda has been received and acknowledged.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Proposer. Before executing a Contract, the Proposer must furnish a current completed W-9 form.

Texas Food Company

Entity Name

Brent Miller

Authorized Agent Signature

143 Sierra Dr

Address of Proposer

Fruita, Co 81521

City, State, and Zip Code

Brent Miller-Owner

Authorized Agent Name, & Title

(970) 201-1786

Telephone Number

texasfoodcompany@yahoo.com

E-mail Address of Agent

1-14-25

Date

C

Texas Food Company

Highlights of Qualifications, Credentials and Experience

- Strong, accomplished management experience and customer/focused business (concessions and catering)
- Operated concession services at Stocker Stadium and Suplizio Field for ten years and Lincoln Park Pool for the past 13 years
- Broad knowledge of food and beverage items and its storage methods
- In-depth knowledge of various types of equipment and set up styles used in concessions
- Core staff have been trained to operate Lincoln Park Pool concession equipment and the point of sale system (POS).
- Strong understanding of operating concession grill and fryer, fountain drink machines, popcorn machine, food portables and warming units
- Sound knowledge of cash handling procedures, customer service principles, cash register and Texas Food Company's point of sale system (POS), food preparation and maintaining Mesa County's Health Department regulations safe practices.
- Ability to resolve problems in a timely manner and develop alternative solutions
- Strong communication and organization skills
- In-depth knowledge of menu items that have proven successful at sporting events, band competitions, graduations, special events and the pool
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- The City of Grand Junction issued an RFP for Lincoln Park Pool Concessionaire Services in 2012. Texas Food Company submitted a proposal and was awarded the contract for a three year period.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- During 2013, we fulfilled our second year commitment providing concession services for the Lincoln Park Pool. In addition, The City of Grand Junction Parks and Recreation Department expanded our contract to provide concession services for the football season at Stocker Stadium.
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- For a few years, Texas Food Company catered numerous events in the hospitality suite. We became very successful by providing patrons with an exceptional experience in quality, variety and affordability while at the pool and stadium. Throughout this time period we have established a strong relationship with The City of Grand Junction and the Parks and Recreation staff.

Customer Service and Communication:

- This is not just a job or an awarded contract, it is my passion. Everything prepared and sold has my reputation on it. Texas Food Company strives to be the best during every customer interaction.
- We strive to be attentive and make the customer feel special and address their needs.
- Greet them with a smile and friendly face.
- Create emotional connections, consistently exceeding a customer's expectations.
- Attempt to expedite orders in a fast and efficient manner.
- As the owner, I maintain open and frequent communication with pool managers to ensure seamless coordination and exceptional service on a daily basis.

Cost Reconciliation and Payment Compliance:

- For the past thirteen years, installment payments have been paid on time to Larry Manchester of the Grand Junction Parks and Recreation Department for the months of June, July and August. During the time the stadium was under contract payments were usually submitted one to two days after each event.
- Quality Assurance Practices adopted by Texas Food Company
- Proper handwashing procedures
- Regular equipment maintenance
- Staff training on food safety standards
- Monitoring of food temperatures
- Complaint management procedures
- Most menu items are pre-packaged and pre-cooked
- Regularly clean and sanitize food contact surfaces
- Maintain clean equipment and utensils
- Proper disposal of waste
- Training on proper food handling techniques
- Provide clear information about ingredients and allergens
- Sampling and testing of finished products
- Monitor customer feedback to identify potential issues
- Encourage staff members to actively participate in quality assurance practices

Texas Food Company Key On-Site Management Personnel

Employee/ Title Responsibilities

Brent Miller Owner: Point of Contact Cell (970) 201-1786 Email:

texasfoodcompany@yahoo.com

Buyer, inventory control, staffing and training, account management, scheduling.

Mason Newton Manager:

Coordinate employees to work on accomplishing specific tasks to be performed, customer relations, event set-up. Direct employees, food prep and customer service, maintain up to date inventory during events, ensure cleanliness of equipment and facilities.

Emily Labig Head Cashier:

Train and manage cashiers, event set-up, reconciliation for the cash register and cashier.

Six additional staff are on payroll and share dual responsibilities as cashiers and food preparation. Everyone is cross trained so at any given situation we are in position to serve the customers. On normal business days, there are two staff working the stand. The dimensions of the concession stand at Lincoln Park Pool limit the number of staff that can realistically be working at the same time.

D.

Texas Food Company Strategy and Implementation Plan

Texas Food Company believes The City of Grand Junction is looking for a concessionaire who can provide quality service and quality product to the patrons that will be attending events at Lincoln Park Pool. This includes, but is not limited to; the equipment, labor, customer service and well stocked food supplies. How the concessionaire performs reflects on The City of Grand Junction, so it is very important to be professional in all aspects of the job.

The Scope of Services begins with organization and preparation. Prior to each day, adequate supplies should be ordered and on hand. Texas Food Company has established accounts with Pepsi and U S Foods . After each day is complete, we take an inventory so we can forecast what needs to be purchased.

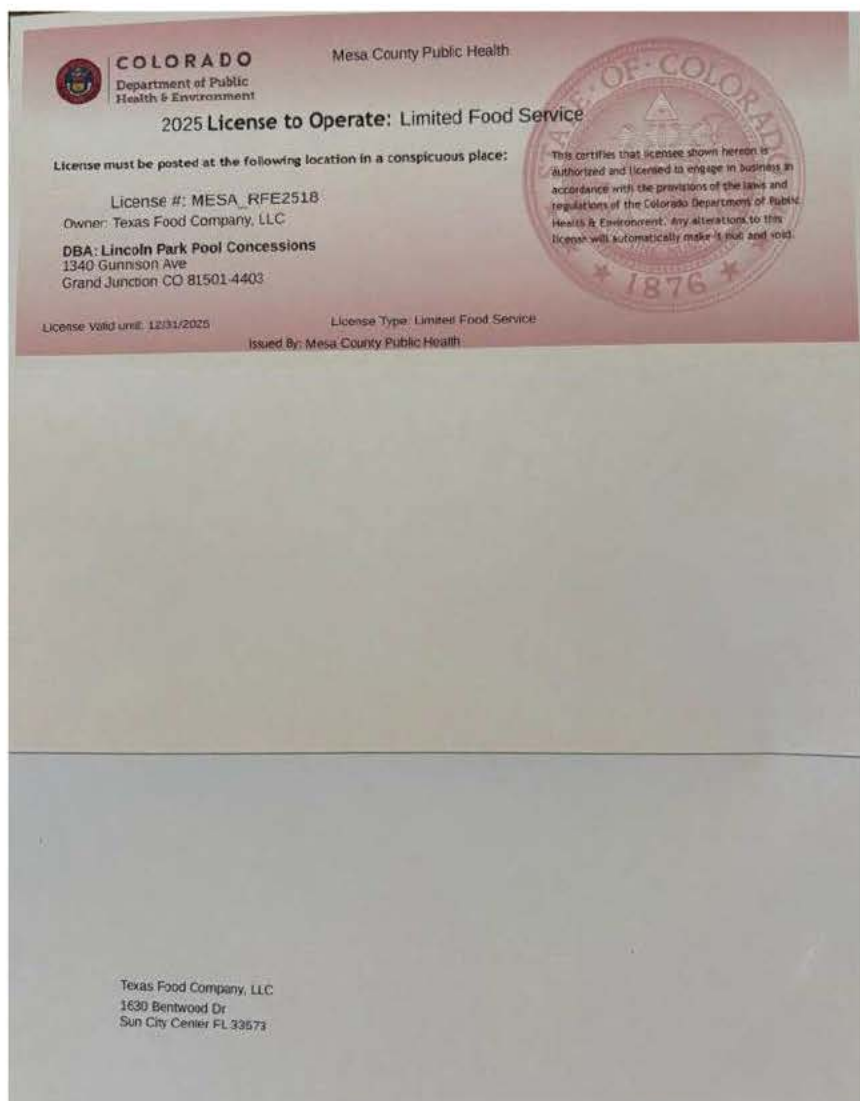
Each day I am usually at the pool two and a half hours prior to start time so that everything is ready to go when the pool opens. This gives me time to ensure that everything we need to complete the job is available. Staff arrives 30-45 minutes prior to the pool opening for final set up of equipment, stock supplies and final food prep.

It is imperative to have enough workers to service the patrons in a timely manner so they don't have to wait long for their food and drink.

We have an experienced labor pool that consists of CMU student body and students from the local high schools.

The concession windows will remain open for the entire time the pool is open unless there is a weather issue or attendance drops drastically, then final cleanup will begin. There will be an inspection done each day before leaving to make sure all trash and debris are picked up and

the location is clean and ready for the next day's business. Texas Food Company makes every effort to conform to the rules and regulations set forth by the Mesa County Health Department. We provide training and educational resources to all employees so they can learn the basics of safe food handling. As we prepare for the daily and weekly assignments the line of communication is always open with The City of Grand Junction which enables us to have a clear understanding of our responsibilities. Texas Food Company is a bonafide concessionaire to fulfill your requirements.



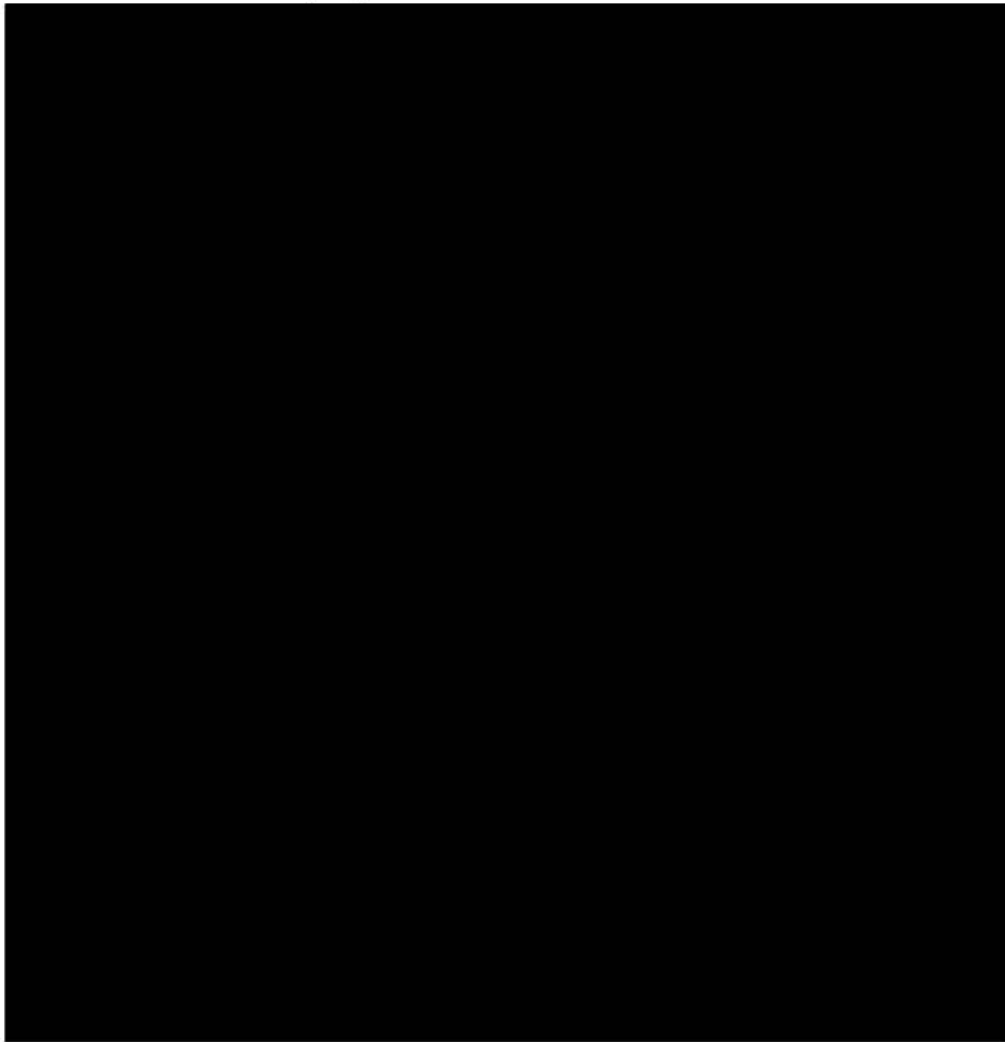
SALES TAX LICENSE
ISSUED BY THE STATE OF TEXAS

Grand Junction
ACCOUNTING

SALES/USE TAX LICENSE-ACCOUNT NO. 9055
TEXAS FOOD COMPANY LLC
2591 LEGACY WAY
OUTSIDE

SALES TAX LICENSE-ACCOUNT NO. 9055 ISSUED BY THE STATE OF TEXAS TO GRAND JUNCTION ACCOUNTING

E
Texas Food Company References



Menu

Texas Food Company Concession Menu

Beverages

Fountain Drinks

- Small \$3.50
- Large \$4.50

Bottled Soda \$2.50

Bottled Water \$2.00

Gatorade \$3.00

Iced Tea & Arizona Tea \$3.00

Kick Start \$3.00

Prime \$3.00

Hawaiian Shave Ice \$4.50

Ice Cream-Drumsticks & Kit Kats \$2.50

Dippin Dots small \$6.00 large \$8.00

Food

Nachos \$4.00

Soft Pretzels \$4.00

Deep Dish Singles Pizza \$4.00

Popcorn \$2.00

Cinnamon Roll \$1.50

Chips \$1.50

Pickle \$1.50

Candy Bar \$2.00

Candy \$1.75

Cotton Candy \$2.50