



January 20, 2014

Brent Miller  
Texas Food Company  
3525 Applewood Street  
Grand Junction, CO 81501

Subject: Intent to Award – Stadium Concessionaire Services RFP-3764-13-NJ

Dear Mr. Miller:

Based upon review of all responses received for Request for Proposals (RFP-3764-13-NJ) to provide Stadium Concessionaire Services, you have been selected by the evaluation committee as the preferred Proposer. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as listed in the RFP documents.

Once the contract has been approved and executed, we shall require your Certificate of Insurance, as per the solicitation documents. Upon receipt of Contract, please notify Eddie Mort, Parks Maintenance Supervisor at Ph.-(970) 254-3873, Email-[eddiem@gjcity.org](mailto:eddiem@gjcity.org) for project scheduling and details.

Please feel free to contact me with any questions at 970-244-1533.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas C Jones".

Nicholas C Jones  
Buyer

Cc: Eddie Mort



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

\*\*\*\*\*

PROFESSIONAL SERVICES CONTRACT

This CONTRACT made and entered into this 30th day of January, 2014 by and between the City of Grand Junction, 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, hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as Concessionaire Services RFP-3764-13-NJ.

The contractor shall pay Twenty Percent (20%) of gross sales, after taxes, sold by the contractor under this contract. Fee payments shall be made to the Parks and Recreation Division, 1340 Gunnison Avenue, Grand Junction, CO, 81501.

Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the Owner.

Contract Administrator for the Owner is Eddie Mort – Parks Maintenance Supervisor.

Contract Administrator for the Contractor is Brent Miller – Owner.

The term of this Contract shall be from February 1, 2014 to January 31, 2015.

Contractor shall provide the insurance bonds and indemnities required in the Solicitation Documents.

Contract Documents: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents. It is agreed by the parties hereto that the following list of instruments, drawings, 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 said instruments, drawings, and documents 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:

- Solicitation Documents for the Project; Concessionaire Services RFP-3764-13-NJ
- Contractors Response

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

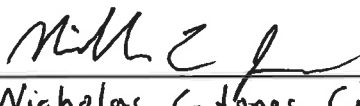
By:  1/31/14  
Rich Englehart, City Manager Date  
Jay Valentine, Internal Services Manager  
ATTEST:

By:   
Purchasing Supervisor

(Texas Food Company)

By:  1-30-14  
Brent Miller, Owner Date

ATTEST:

By:   
Title Nicholas C Jones, City of Grand Junction, Buyer



**Request for Proposal  
RFP-3764-13-NJ**

**STADIUM CONCESSIONAIRE  
SERVICES**

**RESPONSES DUE:**

January 7, 2014 prior to 3:30 PM, MST  
250 N. 5<sup>th</sup> Street  
City Clerk's Office, Room #111  
Grand Junction, CO 81501

**PURCHASING REPRESENTATIVE:**

Nicholas C Jones  
Buyer  
[Nickj@gjcity.org](mailto:Nickj@gjcity.org)  
(970)244-1533

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/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **STADIUM CONCESSIONAIRE SERVICES**

### **TABLE OF CONTENTS**

#### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- Appendix A & B**

**REQUEST FOR PROPOSAL**  
**RFP-3764-13-NJ**  
**Stadium Concessionaire Services**

**SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

**1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Parks and Recreation Division. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Nicholas C Jones, Buyer

[Nickj@gjcity.org](mailto:Nickj@gjcity.org)

**1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and interested Concessionaires and Caterers to supply the labor, equipment, and supplies necessary to provide food and beverage concession services utilizing the Owner's concession stands for all major events at the Suplizio Field and Stocker Stadium.

**1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

**1.4 Mandatory Site Visit/Briefing:** A **MANDATORY** site visit is required 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 the Suplizio and Stocker Stadium Concessions area located at 1307 North Avenue, Grand Junction, CO 81501, on **December 18, 2013 at 1:30 PM, MST**.

**1.5 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 Owner 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.

**1.6 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside "**RFP-3764-13-NJ Stadium Concessionaire Services.**" THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT. For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

**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 prior to the sixty-first (61<sup>st</sup>) day 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 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 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 Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at [www.gjcity.org](http://www.gjcity.org) by selecting the Bids link, and Bidnet at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions 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.
- 1.13 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 placed in a separate envelope 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 Purchasing Supervisor. 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.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall 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 outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

**1.15 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 Owner.

**1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, 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 Owner to the extent allowable in the Open Records Act.

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

## 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 Letter of Interest or Cover Letter by the autographic signature of 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 including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner'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 in not less than triplicate by the Owner (Owner) and Concessionaire. Owner will provide the contract. By executing the contract, the Concessionaire represents that he/she has visited the site, familiarized himself with the local conditions under which the service is to be performed, and correlated his 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 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 Owner are, and shall remain, Owner property. They are not to be used on any other



project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the service.

- 2.3. Certificates, Permits and Licenses:** The Concessionaire shall provide notarized copies of all valid licenses and certificates required for performance of the service. The notarized copies shall be delivered to the City Purchasing Agent, 250 N. 5<sup>th</sup> Street, Room #253, Grand Junction CO. 81501 no later than ten days after the Concessionaire receives the notice of award from the City Purchasing Agent. Current notarized copies of licenses and certificates shall be provided to the City of Grand Junction within twenty-four hours of demand at any time during the contract term.
- 2.4. Responsibility for those Performing the Service:** The Concessionaire shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the service under a contract with the Concessionaire.
- 2.5. Use of the Site:** The Concessionaire shall confine operations at the site to areas approved by Owner, 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 Concessionaire at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of service he shall remove and dispose of properly all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.7. Miscellaneous Conditions: OSHA Standards:** All bidders 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.
- 2.8. Protection of Persons & Property:** The Concessionaire 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. He 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 Concessionaire in the execution of the service, or in consequence of the non-execution thereof by the Concessionaire, he shall restore, at his 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.
- 2.9. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services 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 Concessionaire signed by the

Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.10. Minor Changes in the Service:** The Owner shall have authority to order minor changes in the service 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.
- 2.11. Uncovering & Correction of Service or Product:** The Concessionaire shall promptly correct all service found by the Owner as defective or as failing to conform to the contract documents. The Concessionaire shall bear all costs of correcting such rejected service, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming service under the above paragraphs shall be removed from the site where necessary and the service shall be corrected to comply with the contract documents without cost to the Owner.
- 2.12. 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 amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.13. 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 Owner.
- 2.14. 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.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the service to be done or information that comes to the attention of the Offeror during the course of performing such service is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner 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 Owner, shall constitute a contract equally binding between the Owner 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 Addendums.
- A sample Contract Document can be found on the City's website, [http://www.gjcity.org/Purchasing\\_Information.aspx](http://www.gjcity.org/Purchasing_Information.aspx) and scroll to the bottom of the page. Click on "Contract Documents".
- 2.18. City's Event Coordinator:** The City's Event Coordinator, on behalf of the Owner, shall render decisions in a timely manner pertaining to the service proposed or performed by the Offeror. The Event Coordinator shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

- 2.19. 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; (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; (5) Immediate cancellation by Owner for violation of contract due to health and safety or; (6) Cancellation by Owner for failure to cure within twenty-four (24) hours of notice.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. 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.
- 2.20.2. 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.
- 2.20.3. 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.
- 2.21. 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).
- 2.22. 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 Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, 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 Owner may have.
- 2.24. 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.
- 2.25. 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.

- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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 Owner growing out of such injury or damages.
- 2.27. 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.
- 2.28. 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 Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 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 Owner.
- 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 Owner 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 responding to 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 can not be charged to the Owner.
- 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 of Grand Junction/Mesa County 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 of Grand Junction/Mesa County 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 Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees 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 proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.39. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.40. 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.
- 2.41. Performance of the Contract:** The Owner 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 Owner in the event of breach or default of resulting contract award.
- 2.42. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- 2.43. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror 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 Offeror.
- 2.44. Multiple Offers:** Proposers must determine for themselves which product 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.
- 2.45. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 Owner. It does not include quantities for any other jurisdiction. The Owner 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 Owner 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.
- 2.46. Definitions:**
- 2.46.1. "**Consultant**" 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.
  - 2.46.2. "**Offeror**" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
  - 2.46.3. 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.
  - 2.46.4. "**Owner**" is the City of Grand Junction/Mesa County, 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.

- 2.46.5. **“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.
- 2.46.6. **“Caterer”** is defined as a person who, as a profession, provides food, supplies, and service at social gatherings or events.
- 2.46.7. **“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).
- 2.46.8. **“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.
- 2.46.9. **“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.

**2.47. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder 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 Owner.

## SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm 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 Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm 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.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other

obligations assumed by the Firm pursuant to this Section. 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 in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

With respect to each of Consultant's 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 paragraphs (a), (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 Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.



## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** 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.
- 4.2. Background:** For the past nine years, Two Rivers Convention Center has provided concession service operations at Suplizio Field and Stocker Stadium; however, a private sector concessionaire is now desired to provide these services. 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 newly constructed north and south concession stands located in between the stadiums. In addition, a mobile catering unit will be available on the west side of Stocker Stadium for events requiring additional services.

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.

- 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 not later than the 7<sup>th</sup> 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, 4<sup>th</sup> of July, and concerts.

**4.6. Special Conditions/Provisions:**

**4.6.1. 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.

**4.6.2. 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).

**4.6.3. 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.

**4.6.4. 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 2013 events. 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.

- 4.6.5. 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 2.46.7. and 2.46.8 for service level details.) All events shall receive the “Expanded” (Section 2.46.8) level of service unless previously negotiated with the Owner.
- 4.6.6. 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.
- 4.6.7. Equipment Repair/Replacement:** The Owner will provide certain equipment to the Concessionaire for its use in performing its obligations under this Contract (See **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.
- 4.6.8. 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, and vending services and sales. Said inventory shall be updated and kept current by the Concessionaire.
- 4.6.9. Mobile Unit:** The Owner will make available to the selected concessionaire, a mobile unit on the west side of Stocker Stadium for events requiring additional services. Concessionaire provided mobile units shall only be used with prior Owner approval and shall not be sub-contracted through the concessionaire.
- 4.6.10. 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.

**4.6.11. 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.

**4.6.12. 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.

**4.6.13. 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.

**4.6.14. Pepsi Contract:** Due to a separate contract between the Owner and Pepsi, all Pepsi Products and Beverage related Paper Goods to be sold under this contract shall be purchased by the selected concessionaire, from the local Pepsi Plant.

**4.6.15. 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 (Section 7.0)

**4.6.16. Concessionaire shall submit the following upon final selection:**

- A. A copy of Mesa County Health Department License. ([Concessionaire Application Form](#).) For questions about requirements or obtaining a Mesa County Health Department License, please contact Monique Mull at 970-248-6962.
- B. Certificate of Insurance. (As outlined in Section 3.0)

**4.6.17. Code of Conduct:**

- Unruly or threatening behavior or verbal abuse will not be tolerated.
- Tobacco use is strictly prohibited on park grounds.

- Intoxication is strictly prohibited while working as a concessionaire with the City of Grand Junction.
- 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.**

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

**4.6.19.** Concessionaires are responsible for the delivery, handling, take down and removal displays, advertising material, and mobile unit (if Owner approved) and the like from the grounds.

**4.7. 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.

**4.8. 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.

**4.9. 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.

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

**4.11. Point of Sale System:** The Owner owns a comprehensive point of sale system (POS) to track sales and labor at Suplizio Field and Stocker Stadium. Four terminals are located in the concession stand (two in each stand). All sales must be run through this system, including bulk entry of sales at the mobile unit (when applicable). Two menu boards are also operational (one in each stand) to advertise menu items and pricing. Owner staff will be responsible for inputting all menu items, pricing, and labor into the system. Owner staff will assist with end-user training and troubleshooting as necessary (Concessionaire shall pay separate fee for training). All information and on-going changes must be submitted to the Owner in a timely manner.

- 4.12. Credit Card Processing:** Concessionaire will be responsible for purchasing and maintaining a separate credit card processing system.
- 4.13. 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 event (most likely JUCO), the concessionaire shall move out of the concession stands and leave it 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.
- 4.14. 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.**
- 4.15. Mandatory Site Visit/Briefing:** A **MANDATORY** site visit is required for all prospective offerors. Any Concessionaire that **does not attend the mandatory** site visit shall not be eligible to submit a response to this RFP. 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 the Suplizio and Stocker Stadium Concessions area located at 1307 North Avenue, Grand Junction, CO 81501, on December 18, 2013 at 1:30 PM, MST.
- 4.16. RFP Tentative Time Schedule:**
- |  |                              |
|--|------------------------------|
| • Request for Proposal available                 | December 11, 2013            |
| • Mandatory Site Visit                           | December 18, 2013 @ 1:30 PM  |
| • Inquiry deadline, no questions after this date | December 30, 2013 @ 12:00 PM |
| • Submittal deadline for proposals prior to:     | January 7, 2014 @ 3:30 PM    |
| • Owner evaluation of proposals                  | January 8-10, 2014           |
| • Finalist(s) Interview/Tasting Process          | January 16-17, 2014          |
| • Finalist Selection                             | January 22, 2014             |
| • Mesa County Health Department Paperwork Due    | January 27, 2014             |
| • First Event Requiring Concessions              | February 7, 2014             |
- 4.17. Questions Regarding Scope of Services:**
- Nicholas C Jones, Buyer  
[Nickj@gjcity.org](mailto:Nickj@gjcity.org)
- 4.18. Term of Contract:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded Concessionaire and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the concessionaire and the Owner, be extended under the terms and conditions of the contract for up to three (3) additional contract periods.

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1 Submission:** Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside “**RFP-3764-13-NJ Stadium Concessionaire Services**”. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC DOCUMENT.** 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 Owner requests that proposals be formatted **A to G**. Proposals must contain all of the following information to satisfy the requirements of this RFP:
- A. Cover Letter:** Cover letter shall be provided which explains the Concessionaire’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm’s principal contact person with Owner’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 Concessionaire 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/Mesa County and include prior experience in similar projects.
  - C. Strategy and Implementation Plan:** Describe your (the concessionaire’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 his/her 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.
  - D. References:** A minimum of three (3) **references** with their names, addresses, and telephone numbers that can attest to your experience in projects of similar scope and size.
  - E. Section 4.6.14:** Provide a Copy of City Sales Tax License, Copy of Proposed Menu (Include Pricing), Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services, as stated in Section 4.6.14.
  - F. Response Form:** Fully completed and signed Solicitation Response Form. (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 Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Required skills
- Required Licensing
- Demonstrated capability
- Demonstrated business integrity
- Menu "Theme"/Main Menu Items and Prices
- References

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 Owner plans to invite the most qualified rated proposers to participate in Oral Interviews/Signature Item or Dish Tasting. The Concessionaire(s) selected for an Interview shall plan on serving up to ten (10) persons during the Interview/Signature Item(s) or Dish Tasting. Concessionaire(s) selected for an Interview will be presented a \$100.00 check for reimbursement of goods at the time of the interview.
- 6.4 Award:** Concessionaires shall be ranked or disqualified based on the criteria listed in Section 6.2. The award shall be made as deemed in the best interest of the Owner. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Concessionaire.



**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-3764-13-NJ “Stadium Concessionaire Services”**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner 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 Owner.

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 that he/she is 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.
- Date: \_\_\_\_\_
- Direct purchases by the Owner 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.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

A 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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Owner, State, and Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
Cell Phone Number



Purchasing Division

## ADDENDUM NO. 1

**DATE:** December 20, 2013  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Stadium Concessionaire Services RFP-3764-13-NJ

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

Please make note of the following clarifications:

- 1. Attachment of previously mentioned Appendix's:** Please find the attached Appendix A and Appendix B as referred to in the original solicitation.
- 2. Question 1:** "Would it be possible to set satellite concessions outside the "contained" concessions area. Depending upon the size of the event and the amount of equipment I possess."  
**Response:** Satellite concessions outside the "contained" concession area will be at the discretion of the Owner and will require pre-approval. Satellite concessions will only be pre-approved in cases where the event size requires additional services beyond the dedicated concessions areas. The Owner also reserves the right to contract sub-contractors for these special circumstances.
- 3. Question 2:** "ALSO, because of the items the concession would have already established, would another vendor be contracted for JUCO and be allowed to sell the same items?"  
**Response:** Certain events will require additional options for spectators and the use of either satellite concessions or use of sub-contractors (both at the discretion of the Owner). In an effort to provide the best product and most variety to the spectators, competition between the main concessionaire and the sub-contractors will be minimized as much as possible; however, it is to be expected that there will be some duplication of items.
- 4. Question 3:** "I also own an 8x20 contained food trailer. It has been approved by the Mesa County Health Department. Would I be able to utilize that also?"  
**Response:** The concessionaire is expected to utilize the dedicated concession stands for all operations utilizing the point of sale system for entering and tracking sales. Satellite stations will only be allowed when crowd size requires additional options for spectators, upon Owner approval. These sales will also be entered into the system after the event.

5. **Question 4:** "In the past I worked with many non-profits, school teams, clubs and churches. Because of the constant requests for donations I set up an event program. The mandatory rule was: Each group was of age, brought an adult from their club to chaperon, with names and tel #'s. They helped me with the days event and I gave them a donation to their club. This program brought much success and happiness to everyone. The program grew so popular that I had to create a waiting list and rotate groups. Again, if chosen I would like to continue this program. It solidifies the saying "KEEPING IT LOCAL".  
**Response:** The expectation of the concessionaire is that all applicable licenses and health code requirements will still be met utilizing this "volunteer" system (i.e. food handler's, etc.). Also, it should be kept in mind the point of sale system requires a certain amount of training for efficient operation. One time training for staff will be conducted by the Owner with subsequent trainings to be handled by the concessionaire (i.e. training provided by the Owner cannot take place prior to each different "volunteer" group being used). The system also requires each cashier's name and information to be entered into the system by the Owner, so it is unrealistic to expect new information to be entered into the system prior to each event.
6. **Question 5:** "Would there be a training fee In order to learn your POS for proper money exchange."  
**Response:** One time training for staff will be conducted by the Owner at no fee with subsequent trainings to be handled by the concessionaire.
7. **Clarification 1:** Schedule varies year to year and season to season based on playoffs and exact number of School District and CMU games.
8. **Clarification 2:** The Owner has clarified with Monique from MCHD, that for the tasting, the chosen finalists may prepare their food elsewhere and transport it to the suite OR they may bring their mobile unit to Lincoln Park and prepare it. Concessionaires will not be allowed to use Owner facilities to prepare items for the Interview/Tasting.
9. **Clarification 3:** Any football games or events that take place during the Grand Junction Rockies season will be handled by the Grand Junction Rockies.
10. **Clarification 4:** A question was posed regarding use of sub-contractors who want to "assist" the chosen main concessionaire. The Owner shall govern such decisions and the selected concessionaire shall not.
11. **Clarification 5:** All concessionaires are expected to provide a signature item and/or dish. If selected for the interview/tasting process, the concessionaire will be required to serve this item and/or dish to the evaluation team at the time of the Interview/Tasting. A vendor is needed to provide full service concessionaire items with speed and efficiency for a variety of crowd sizes.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Nicholas C Jones, Buyer  
City of Grand Junction, Colorado

## Appendix A

Mandatory Events	Field	Event	Num. of 2013 Events	Time Frame	Average Attendance Per Event	Gross Revenues	Additional Information
School District 51	Suplizio	Baseball	18	Feb - May	200	\$9,519 season/\$529 per game	
CMU	Suplizio	Baseball	20	Feb - May	375	\$17,393 season/\$870 average per game	RMAC Tournament resulted in 4 additional games; schedule includes Cancer Night and Attendance Night with several thousand spectators.
JUCO	Suplizio	Baseball	20	May-June	5,000	\$50,686 total	Tournament starts Sat. before Memorial Day and includes 7 to 8 days of play and 19 games.
School District 51	Stocker	Football	15	Aug - Nov	1,500	\$22,948 season/\$1,530 average per game	
CMU	Stocker	Football	4	Aug - Nov	1,750	\$9,997 season/\$2,499 average per game	CMU may provide concessions from a mobile unit as a sub-contractor for these events.
School District 51	Stocker	Track	9	Mar - May	1,750	\$15,699 season/\$1,744	Includes high school and middle school meets.
School District 51	Stocker	Graduation	1	Mid-May	2,000	\$1,180	Other three graduations conducted basic concessionaire services as fundraiser.
School District 51	Stocker	Band	3	Sept and Oct	1,500	\$7,146 total/\$2,382 per event	
Mesa Co. Junior FB	Stocker	Football	2	Oct	2,000	\$2,895 for both nights	

Total Gross Sales in 2013

\$137,463

\*Gross sales figures are based on 2013 totals from City and private concessionaire operations

## Appendix B

### Current Stadium Concession Equipment

#### **Concession/Grill: 574 sq ft**

POS system - 2  
Grill - 2'X 3'  
Fryer - 2 compartment  
Steam warmer  
Heat lamp warmer  
Walk in refrigerator - 7' X 7'  
Popcorn machine  
Warming drawers  
3 compartment sink - soap dispensers  
Ice machine  
Menu board  
Nachos  
Soda rack  
Hot chocolate machine  
Coffee machines - 2  
Beer taps - 6 (City use only)  
Small freezer  
Rolling warmer

#### **Concession/Pizza: 574 sq ft**

POS system - 2  
2 tier pizza oven  
Cold prep station  
3 compartment sink - soap dispensers  
Steam warmer  
Heat lamp warmer  
Popcorn machine  
Warming drawers  
Ice machine  
Walk in refrigerator - 7' X 7'  
Menu board  
Hot dog roller  
Beer taps - 6 (City use only)  
Soda rack

#### **Catering kitchen: 596 sq ft**

Walk in freezer - 7' X 5'  
Reach in refrigerator - double  
Ice machine  
Large cutting/stainless steel tables - 7' X 30"  
3 compartment sink - soap dispensers  
Reach in freezer

#### **Pepsi Equipment**

Iced tea machine - 2  
Dispensers - 2  
Pepsi coolers - 4



Purchasing Division

## ADDENDUM NO. 2

**DATE:** December 24, 2013  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Stadium Concessionaire Services RFP-3764-13-NJ

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

Please make note of the following clarifications:

- 1. Photos of Owner's Mobile Unit:** Attached to this Addendum 2 are photos of the Owners mobile unit.
- 2. Question 1:** "is there a 220 v hook up somewhere, where I can plug in a soft serve ice cream machine?"  
**Response:** There is a 220 outlet which serves both the coffee unit in the winter and ice cream in the summer.
- 3. Question 2:** "I asked the question of installing an additional deep fryer, and was curious if there is an additional hookup next to the existing fryer and is it natural gas."  
**Response:** It may be possible to tee off the existing gas line and supply gas for an additional fryer, however this would have to be approved by the Owner, the Mesa County Health Department and also meet all building codes. These items can be addressed after an award is made regarding the RFP.
- 4. Question 3:** "Also, can you please provide additional information on the extra mobile unit that is used as a backup?"  
**Response:** The City of Grand Junction owns a mobile concessions unit that can be made available to the awarded concessionaire for events requiring additional services on the west side of Stocker Stadium. The unit:
  - Is a dual axle 16' x 8' self-contained trailer;
  - Has a 14" x 18" grill;
  - Has a small deep fryer;
  - Has a refrigerator;
  - Has a freezer;
  - Has a 3-Compartment Sink;
  - And can be open on 3 sides for service.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Nicholas C Jones, Buyer  
City of Grand Junction, Colorado









Purchasing Division

### **ADDENDUM NO. 3**

**DATE:** January 3, 2014  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Stadium Concessionaire Services RFP-3764-13-NJ

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

Please make note of the following clarifications:

1. **Colorado Mesa University Baseball Events:** The Owner will be providing alcohol sales for Colorado Mesa University (CMU) Baseball events during the upcoming 2014 season. Owner staff will be responsible for the inventory and sales of all alcohol. During these events, Owner staff will operate out of the South Concession Window and require the sole use of;
  - a) One Point of Sale System,
  - b) the Beverage Cooler in the South Concession Room, and
  - c) the Stand-up Refrigerator in the Catering Kitchen.

During non CMU baseball events where alcohol will not be served, the concessionaire may use items a) and b). Item c) will be unavailable during the entire CMU baseball season.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Nicholas C. Jones".

Nicholas C Jones, Buyer  
City of Grand Junction, Colorado

# Texas Food Company

December 31, 2013

Brent Miller-Owner  
Texas Food Company  
3525 Applewood Street  
Grand Junction, CO 81501  
(970) 201-1786  
[texasfoodcompany@yahoo.com](mailto:texasfoodcompany@yahoo.com)

Dear Nicholas C. Jones, Buyer  
City of Grand Junction  
Purchasing Division

This letter is being submitted in regards to your stadium concessionaire service Request for Proposal (RFP) 3764-13-NJ. Texas Food Company is very interested in this position and I am confident our company will be a great asset to The City of Grand Junction for this specific concession service.

We understand the events normally begin in February with baseball and run through the end of November with football. We are also aware that during the Grand Junction Rockies baseball season, the selected concessionaire will not be providing services. In addition, it is understood that this contract excludes food service related to the Lincoln Park Tower Hospitality Suite.

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. Are you ready to hire a proven professional concessionaire?

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: Johnna-Lynn Pedro, Toni Damo-Agcaoili and Brent Miller.

Texas Food Company looks forward to doing business with The City of Grand Junction.

Sincerely,



Texas Food Company- Brent Miller

Texas Food Company  
Highlights of Qualifications

- Strong, accomplished management experience and customer/focused business (concessions and catering)
- Maintain and operate concession stands
- 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 Stocker Stadium concession equipment and the point of sale system (POS).
- Familiarity with fountain drink machines, food portables and warming units
- Sound knowledge of cash handling procedures, customer service principles, cash register and The City of Grand Junction's point of sale system (POS).
- Excellent mathematical skills
- Ability to resolve problems in a timely manner and develop alternative solutions
- Strong communication and organization skills
- In-depth knowledge of menu items that are successful at sporting events

## Texas Food Company Experience and Credentials

My career in the food service industry began in 2004. Working in conjunction with a non-profit organization, we catered meals for 500 to 1000 people during fundraising events in South Texas. This venture lasted until 2007 when we moved to Colorado.

In 2010, Texas Food Company was officially formed and we purchased our first BBQ trailer. During this year we participated in local events such as Cinco de Mayo and the Palisade Peach Festival.

2011 was the year of renovation at Stocker Stadium. Two Rivers Convention Center sub-contracted us to provide concession services for the majority of high school and college football games. In addition, we also provided concessions for district 51 band competitions.

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. In the fall of 2012, District 51 requested our services for in-town rivalry games and again Two Rivers Convention Center sub-contracted us for games on the west side of the stadium.

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.

For the past two years, Texas Food Company has catered numerous events in the hospitality Suite. We have become 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.

This is not just a job or an awarded contract, it is my passion. Everything that has been prepared and sold has my reputation on it. Texas Food Company strives to be the best during every customer interaction.

## 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 Stocker Stadium and Suplezio Field. 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 event, adequate supplies should be ordered and on hand. Texas Food Company has established accounts with Pepsi, U S Foods and Shamrock Foods. After the event is complete, we take an inventory and then look at the size of the next event so we can forecast what needs to be purchased.

On game day I am usually at the stadium 11 hours prior to event start time depending on the meat that is being prepared and smoked. This gives me time to ensure that everything we need to complete the job is available. Staff arrives two hours prior to event time for set up of equipment, stock supplies and 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. During this past football season we maintained four registers, four runners, two servers, two cooks and two miscellaneous helpers for a total of 14 employees for each big event. For JUCO, Texas Food Company would add two to four additional registers and runners plus have two shifts for the Saturday, Sunday and Monday sessions. We would also provide satellite concession areas for drink sales only to alleviate some of the congestion at the main concession windows. We have an experienced labor pool that consists of CMU student body, Two Rivers staff and from the local high schools.

The concession windows will remain open for the entire time the event is taking place, 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.

## Texas Food Company References

Jaime Hamilton	205 North 4 <sup>th</sup> Street Grand Jct, CO 81501 (970) 254-0800
Paul Cain	2115 Grand Avenue, Grand Jct, CO 81501 (970) 254-5154
Barbara Traylor Smith	633 24 Road Grand Jct, CO 81505 (970) 985-5910
Dave Mantlo	2857 Pickardy Drive, Grand Jct, CO 81501 (970) 216-2570



*POST IN A CONSPICUOUS PLACE  
THIS LICENSE IS NOT TRANSFERABLE*

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

*License does not expire and will remain valid as long as license holder is in full compliance with all City of Grand Junction laws and regulations.*

## Texas Food Company Concession Menu

### Beverages

#### Fountain Drinks

• Small	\$2.00
• Large	\$3.00
Bottled Water	\$2.00
Gatorade	\$2.50
Bottled Soda	\$2.50
Coffee	\$2.00
Hot Chocolate	\$2.00
Hot Apple Cider	\$2.00
Hawaiian Shave Ice	\$4.00

### Food

Nathan's Hot Dog & Chips	\$4.00
Hamburger & Chips	\$5.00
Cheeseburger & Chips	\$5.50
Pulled Pork Sand & Chips	\$5.50
Nachos	\$3.00
Pizza Slice	\$1.50
Soft Pretzels	\$2.50
Fries	\$2.00
Cheese Fries	\$2.50
Bacon Cheese Fries	\$3.00
Popcorn	\$2.00
Sunflower Seeds	\$2.00
Peanuts	\$2.50
Chips	\$2.00
Pickle	\$1.00
Candy Bar	\$1.25
Candy	\$1.00

### Signature Item

Grilled Beef Fajita Taco	\$5.00
• 2 Tacos	\$9.50

### Breakfast Menu

Breakfast Taco	\$4.00
Cinnamon Roll	\$1.25
Muffin	\$1.75



**Texas Food Company Key On-Site Management Personnel**

<b>Employee</b>	<b>Title</b>	<b>Responsibilities</b>
Brent Miller	Owner	Buyer, inventory control, staffing and training, account management.
Debbie Miller	Catering Manager	Coordinate employees to work on accomplishing specific tasks to be performed, customer relations, negotiating catering contracts, event set up.
Sonya Vanvleet	Head Cashier	Train and manage cashiers, event set-up, reconciliation for each register, cashier.
Johnna-Lynn Pedro	Shift Supervisor	Direct employees and food prep and customer service, maintain up to date inventory during events, insure cleanliness of equipment and facilities
Ryan Maneotis	Shift Supervisor	Train and develop new employees, manage the back of the kitchen, coordinate employee responsibilities when closing concession for the night.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-3764-13-NJ "Stadium Concessionaire Services"**

*Offeror must submit entire Form completed, dated and signed.*

*The Owner 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 Owner.

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 that he/she is 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.
- Date: 12-31-13
- Direct purchases by the Owner 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.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

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

State number of Addenda received: 3.

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

TEXAS FOOD COMPANY LLC  
Company Name – (Typed or Printed)

Brent Miller  
Authorized Agent Signature

3525 Applewood St.  
Address of Offeror

\_\_\_\_\_  
Phone Number

texasfoodcompany@yahoo.com  
E-mail Address of Agent

BRENT MILLER  
Authorized Agent – (Typed or Printed)

OWNER  
Title

Grand Junction, Co 81506  
Owner, State, and Zip Code

\_\_\_\_\_  
Fax Number

970 201-1786  
Cell Phone Number



Purchasing Division

NOTICE OF AWARD EXTENSION-3969-15-NJ

January 26, 2015

Brent Miller  
Texas Food Company  
3525 Applewood Street  
Grand Junction, CO 81501

**SOLICITATION DESCRIPTION:**    **FIRST ANNUAL EXTENSION FOR  
REQUEST FOR PROPOSALS (RFP)-3764-13-NJ  
STADIUM CONCESSIONAIRE SERVICES**

Dear Mr. MILLER,

You are hereby notified that your firm's has been awarded the 1<sup>st</sup> year renewal option for contract #3764-13-NJ to provide **Stadium Concessionaire Services**, for the City of Grand Junction. This extension continues to include the necessary work as required for all types of tasks and functions related to the contract as set forth in the Contract Documents.

Contract Period: This contract extension shall begin on **February 1, 2015**, and run continuously through **January 31, 2016**.

Please return a signed copy of this Contract Extension, an updated Certificate(s) of Insurance, City of Grand Junction Sales Tax License, and Current Mesa County Health Department License. The document(s) can be emailed to Nick Jones at [Nickj@gjcity.org](mailto:Nickj@gjcity.org), or you can mail it to the Purchasing Office, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, attention Nick Jones. The City of Grand Junction is to be noted as certificate holder, as well as additional insured.

The contract has been established using the Scope of Service in the formal solicitation.

If you have any questions or need to discuss this extension, please call me at 244-1533. I trust we will have a beneficial and rewarding experience together.

Sincerely,

Nicholas C Jones, Buyer  
City of Grand Junction  
Purchasing Division

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Extension is hereby acknowledged:

Contractor: Texas Food Company LLC  
By: Brent Miller  
Title: owner  
Date: 1-26-15



Purchasing Division

**NOTICE OF AWARD EXTENSION-4147-15-NJ**

January 7, 2016

Brent Miller  
Texas Food Company  
3525 Applewood Street  
Grand Junction, CO 81501

**SOLICITATION DESCRIPTION: SECOND ANNUAL EXTENSION FOR  
REQUEST FOR PROPOSALS (RFP)-3764-13-NJ  
STADIUM CONCESSIONAIRE SERVICES**

Dear Mr. MILLER,

You are hereby notified that your firm has been awarded the 2nd year renewal option for contract RFP-3764-13-NJ to provide **Stadium Concessionaire Services**, for the City of Grand Junction. This extension continues to include the necessary work as required for all types of tasks and functions related to the contract as set forth in the Contract Documents.

Contract Period: This contract extension shall begin on **February 1, 2016**, and run continuously through **January 31, 2017**.

Please return a singed copy of this Contract Extension, an updated Certificate(s) of Insurance, City of Grand Junction Sales Tax License, and Current Mesa County Health Department License. The document(s) can be emailed to Nick Jones at [Nickj@gjcity.org](mailto:Nickj@gjcity.org), or you can mail it to the Purchasing Office, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, attention Nick Jones. The City of Grand Junction is to be noted as certificate holder, as well as additional insured.

The contract has been established using the Scope of Service in the formal solicitation.

If you have any questions or need to discuss this extension, please call me at 244-1533. I trust we will have a beneficial and rewarding experience together.

Sincerely,

Nicholas C Jones, Buyer  
City of Grand Junction  
Purchasing Division

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Extension is hereby acknowledged:

Contractor: Texas Food Company  
By: Brent Miller  
Title: owner  
Date: 1-7-16