

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this 12th day of March, 2012 by and between the **City of Grand Junction, Colorado**, government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Texas Food Company, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012 RFP-3387-12-DH.

WHEREAS, the Contract for Concession Services for Lincoln Park Pool has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period which is May 21, 2012 through September 3 2012. The Purchasing Manager shall have the right to renew the contract for 3 (three) additional one-year periods, or any portion thereof. If the option for the renewal is exercised by the Purchasing Manager, the bidder shall agree, in writing, to the prices for the renewal period;

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

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, 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 taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project; **Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball**;
- Work Change Requests (directing that changed work be performed);
- Change Orders.

ARTICLE 2

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

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

~~Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.~~

ARTICLE 5

Contract Price and Payment Procedures: The fee to be paid to the City shall be a flat rate annual fee of \$6,000. No percentage of gross sales fees shall be charged to the Concessionaire. The Contractor shall submit fee payments of \$2,000 per month due on the following dates: June 15, 2012, July 15, 2012, and August 15, 2012. Payments shall be submitted to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO no later than the end of business, on the last day of each month. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

ARTICLE 6

~~Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided~~

that the amount of the Bonds shall be fixed by the Owner at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

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

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

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By:  _____
Senior Buyer

3/12/12

Date

ATTEST:

By: Susan M. Mueller

Texas Food Company, LLC

By: *Dulcie Miller*
Authorized Agent Signature/Title

3-19-2017
Date

ATTEST:

By: *Dulcie Miller*
Signature/Title

Mary Sparks



**Request for Proposal
RFP-3387-12-DH**

**Concessionaire Service Selection for
Lincoln Park Pool And/Or Canyon View Softball
2012**

RESPONSES DUE:

February 22, 2012 prior to 3:00 p.m.
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.
Senior Buyer
970-244-1545
duaneh@gjcity.org

TECHNICAL/SCOPE OF SERVICE QUESTIONS:

Larry Manchester –Recreation Supervisor
Parks & Recreation
Phone (970) 254-3844
larrym@gjcity.org

February 7, 2012

This solicitation has been developed specifically to solicit competitive responses for the **Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012**, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE**.

REQUEST FOR PROPOSAL

Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012

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 Scope of Services

5.0 Preparation and Submittal of Proposals

6.0 Evaluation Criteria and Factors

7.0 Solicitation Response Form

8.0 Proposal Structure

Concessionaire Registration Form Attached

Lincoln Park Pool Concessions P&L Attached

REQUEST FOR PROPOSAL

RFP-3387-12-DH

**Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball
2012**

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 (City) by the City Purchasing Division. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
Purchasing Division
970-244-1545
duaneh@gjcity.org

SCOPE OF SERVICES DETAILS:

Larry Manchester, Recreation Supervisor
City of Grand Junction
Parks & Recreation
970-254-3844
larrym@gjcity.org

- 1.2 Site Vist/Briefing:** A **mandatory** site visit is required for all prospective offerors for their location of choice. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting locations, date, and times shall be as follows: Lincoln Park-Moyer Pool located at 1340 Gunnison Avenue, Grand Junction, CO, on Wednesday, February 15, 2012 at 9:00am. Canyon View Park Softball Fields located at 730 24 Road, Grand Junction, CO on Wednesday, February 15, 2012 at 10:00am.

- 1.3 Purpose:** **NOTE – This solicitation is in no way related to either Tiara Rado or Lincoln Park golf course concessions.**

The purpose of this RFP is to obtain proposals from qualified professional Concessionaires to supply the labor, equipment, and supplies necessary to provide Concessionaire Services the Lincoln Park-Moyer Pool and Canyon View Softball Fields. Concessionaire is defined as “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”.

- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City of Grand Junction 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.

- 1.5 Submission:** **Please refer to section 5.0 for what is to be included. One (1) hard copy and one (1) electronic copy (on CD or Flash Drive) of all documents shall be placed in a sealed envelope and marked clearly on the outside “RFP-3387-12-DH Concessionaire Services for Parks and Events.” THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC FILE.** For proper comparison and evaluation, the City 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.

- 1.6 Proposal Deadline:** Proposals are due by February 22, 2012 prior to 3:00pm to:
City Clerk's Office
250 N. 5th Street, Room #111
Grand Junction, CO 81501
- 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 (61st) 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 Bidnet at www.rockymountainbidsystem.com to all who are known to have received a copy of the RFP. 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 City 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 services 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 City of Grand Junction upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 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 City of Grand Junction.

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 City to the extent allowable in the Open Records Act.

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 City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed in not less than triplicate by the Owner (City) and Concessionaire. City 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 services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, 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. 5th Street, Room #245, 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 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 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 City may require the services to be redone at no additional expense to the City.
- 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 Services:** The Owner shall have authority to order minor changes in the services 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 Services 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 City 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 City.
- 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 City 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 City employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.18. City's Event Coordinator:** The City's Event Coordinator, on behalf of the City, 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 or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.20. Immigration Reform and Control Act of 1986:** The Concession Food and Product Distributor 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.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.21.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.21.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.21.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.24. Failure to Enforce:** Failure by the City 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 City 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 City of Grand Junction, 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 City 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 City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The City 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 City shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City 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 City of Grand Junction reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City of Grand Junction.
- 2.30. Patents/Copyrights:** The Offeror agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City 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.
- 2.31. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.32. 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.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.
- 2.34. Sovereign Immunity:** The City of Grand Junction specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- 2.35. Non-Appropriation of Funds:** The contractual obligation of the City of Grand Junction under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current City of Grand Junction fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Definitions:**
- 2.37.1. “**City**” refers to the City of Grand Junction, Colorado.
 - 2.37.2. “**Consultant**” refers to the person, partnership, firm or corporation entering into an Agreement with the City of Grand Junction 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.
 - 2.37.3. “**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 City’s RFP.
 - 2.37.4. 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.
 - 2.37.5. “**Owner**” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the service wherever it is in preparation and progress. The Concessionaire shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of service and to determine, in general, if the service is proceeding in accordance with the contract documents. Based on such observations and the Concessionaire’s Application for Payment, the Owner will determine the amounts owing to the Concessionaire and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject service which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Concessionaire to stop the service or any portion, or to require special inspection or testing of the service, whether or not such service can be then be 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.
 - 2.37.6. “**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.

- 2.37.7. "Caterer" is defined as a person who, as a profession, provides food, supplies, and service at social gatherings or events.
- 2.37.8. "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). The Basic category does not require a Mesa County Health Department License.
- 2.37.9. "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.
- 2.37.10. "Sub-Contractor" is a person or organization who has a direct contract with the Concessionaire to perform any of the services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

SECTION 3.0: INSURANCE REQUIREMENTS

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

Concessionaire shall procure and maintain and, if applicable, shall cause any Subcontractor of the Concessionaire to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The City of Grand Junction. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Concessionaire 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 is required by State law and is the responsibility of the Concessionaire to comply. Exemption from Worker Compensation may only be granted directly from the State of Colorado.

(b) General Liability insurance with minimum combined single limits of:

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

With respect to each of Concessionaire's owned, hired, or non-owned vehicles assigned to be used in performance of the work/service. 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 City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Concessionaire. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Concessionaire shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SCOPE OF SERVICES

General: NOTE – This solicitation is in no way related to either Tiara Rado or Lincoln Park golf course concessions.

The City of Grand Junction is soliciting 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 City's concession stands, for the Lincoln Park-Moyer Pool; and utilizing the City's concession stands or their own stand alone at Canyon View Softball Fields.

Concessionaire is defined as "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".

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.

4.1. Background: In the past, the City has provided concession services operations at Lincoln Park-Moyer Pool and Canyon View Park Softball Fields. Approved

Concessionaire status with the City allows for possible opportunities for private sector concessionaires to provide these services.

4.1.1 Lincoln Park-Moyer Pool: 1340 Gunnison Avenue, in Lincoln Park. Lincoln Park Moyer Pool is open May 21, 2012 through Labor Day. During this time we are open seven day a week 1:30-7:30PM every day except Wednesday when our hours are 9am – 2pm, and 3pm – 7:30 pm. Our peak times are generally 1:30pm – 5:30pm. We will see approximately 50,000 swimmers a season and about 500 a day, this does vary with the weather. The pool also host several private parties some of which would need concessions, if available.

4.1.2 Canyon View Park Softball Fields: 730 24 Road. Canyon View Park is comprised of 110 acres of lighted baseball/softball fields. The baseball/softball field is home for various league games. The Parks and Recreation Department has approximately 350 softball teams with about 5,000 players. We offer three seasons - spring, summer, and fall playing an average of 500 games a season. These games are played Monday through Friday between 6-10 PM, about 15% of games are not played at Canyon View Park. In addition to our league games the City also hosts three tournaments a year and provide fields for 6 – 8 private tournaments.

4.2. Special Conditions:

4.2.1 Concessionaire or Caterer shall submit the following with their response to this RFP:

- A. Photos of booth/cart/mobile unit (while in operation), if applicable.
- B. If applicable, 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.
- C. 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).
- D. Copy of menu, including proposed pricing (if any menu and/or price changes occur, please submit changes to the City Parks Department for posting on City's internet).
- E. Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services (See Concessionaire Registration Form).
- F. Provide at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person ([See attached Concessionaire References Form](#)).
- G. Fully completed and signed Concessionaire Registration Form (See attached).
- H. Fully completed and signed Solicitation Response Form (See Attached)

4.2.2 Alcohol: Alcohol **shall not** be sold or supplied by any Concessionaires to any of

their patrons or employees. Concessionaires and their employees **shall not** have any alcohol on site and **shall not** consume any alcohol on site and/or while providing services during events. Concessionaires and their employees **shall not have any alcohol consumption** at least 8 hours prior to providing services for an event.

4.2.3 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.

4.2.4 Security: The City of Grand Junction assumes no responsibility for the security of items on display or personal items.

4.2.5 Concessionaires are responsible for the delivery, handling, take down and removal of their booth, mobile unit, displays, advertising material and the like from the grounds.

4.3. Specifications/Scope of Services: It is the intent of the City to select one or two qualified concessionaires or caterers to provide services for the Lincoln Park-Moyer Pool and Canyon View Park Softball Fields. 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.

Concessionaire is defined as "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".

Caterer is defined as "a person who, as a profession, provides food, supplies, and service at social gatherings or events".

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 regulations and standards.

- **Lincoln Park:**

- Location: 12th Street and North Avenue

- Contract Period: May 21, 2012 – Labor Day 2012

- Times: Sunday, Monday, Tuesday, Thursday, Friday, Saturday = 1:30pm – 6:30pm
Wednesday = 9:00am – 2:00pm and 3:00pm – 7:30pm

Some special event dates & times to be determined.

-Sales Rate Fees: The fee to be paid to the City shall be a flat rate annual fee of \$6,000. No percentage of gross sales fees shall be charged to the Concessionaire.

-Payment: Concessionaire or Caterer shall submit fee payments of \$2,000 per month due on the following dates: June 15, 2012, July 15, 2012, and August 15, 2012. Payments shall be submitted to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO no later than the end of business, on the last day of each month. Payment can be made via cash, check, or credit card, for which a receipt will be provided.

-Concessionaire or Caterer shall track all sales & revenues and shall submit reports to the City at the end of the contract period.

-For Concession services at the Lincoln Park-Moyer Pool, Concessionaire or Caterer shall have the use of any currently existing City owned equipment. City shall not provide maintenance or replacement of any City owned equipment. Concessionaire may also bring in and use their own equipment, should they choose to. The City shall not be liable or responsible for any incidents, maintenance, replacement, loss, or theft of any Concessionaire owned equipment or supplies.

Lincoln Park Concession P&L							
Year		Personel		Operating Exp		Gross Revenue	Net Revenue
2012	projected	\$ 14,141.00		\$ 20,658.00		\$ 45,000.00	\$ 10,201.00
2011	actual	\$ 11,150.00		\$ 20,925.00		\$ 35,347.00	\$ 3,272.00
2010	actual	\$ 11,150.00		\$ 21,297.00		\$ 39,271.00	\$ 6,824.00
2009	actual	\$ 12,950.00		\$ 28,990.00		\$ 48,672.00	\$ 6,732.00
2008	actual	\$ 14,450.00		\$ 32,599.00		\$ 56,632.00	\$ 9,583.00
2007	actual	\$ 14,350.00		\$ 32,562.00		\$ 64,485.00	\$ 17,573.00
2006	actual	\$ 17,550.00		\$ 34,400.00		\$ 62,458.00	\$ 10,508.00
2005	actual	\$ 15,250.00		\$ 31,236.00		\$ 66,680.00	\$ 20,194.00

NOTE: 2011 revenues were affected greatly by weather conditions.

- **Canyon View Park:**

- Locations: Canyon View Park - 730 24 Road

- Contract Period: March 31, 2012 – October 31, 2012

- Times: Schedules will be given to the awarded Concessionaire.
- Sales Rate Fees: The fee to be paid to the City shall be a flat rate annual fee of \$5,000. No percentage of gross sales fees shall be charged to the Concessionaire.
- Concessionaire or Caterer shall track all sales & revenues and shall submit reports to the City at the end of the contract period.
- Payment: Concessionaire or Caterer shall submit fee payments of \$1,000 per month due on the following dates: May 15, 2012, June 15, 2012, July 15, 2012, August 15, 2012, and September 15, 2012. Payments shall be submitted to Parks and Recreation Division 1340 Gunnison Avenue, Grand Junction, CO no later than the end of business, on the last day of each month. Payment can be made via cash, check, or credit card, for which a receipt will be provided.
- Concessionaire or Caterer shall provide their own equipment for use at the Canyon View Park Softball Concession Facility. Concessionaire may choose to utilize the existing City facility or their own stand alone unit. The City shall not be liable or responsible for any incidents, maintenance, replacement, loss, or theft of any Concessionaire owned equipment or supplies.

- 4.4. Award:** The City reserves the right to split the award for this solicitation between the two proposed sites. The award(s) shall be made as deemed in the best interest of the City.
- 4.5. Food Regulations:** Offeror(s) shall ensure that all food products meet Food and Drug Administration, Department of Agriculture, and Mesa County Department of Health rules and regulations.
- 4.6. 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.
- 4.7. Right to Audit:** The Concessionaire(s) or Caterer(s) 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 City, 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 City, its designees, or other authorized bodies.
- 4.8. MSDS (OSHA Form 20):** In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200. The City of Grand Junction requires **material safety data sheets** on all potentially hazardous materials utilized within City 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.
- 4.9. RFP Tentative Time Schedule:**
- Request for Proposal available February 7, 2012

- Mandatory Site Visit February 15, 2012
- Inquiry deadline, no questions after this date February 16, 2012
- Submittal deadline for proposals February 22, 2012
- City evaluation of proposals February 23 – 24, 2012
- Final selection of Concessionaires February 27, 2012

4.10. Questions Regarding Scope of Services:

SOQ & Submittals

Duane Hoff Jr., Buyer
City of Grand Junction
Purchasing Division
970-244-1545
duaneh@gjcity.org

Scope of Services

Larry Manchester, Recreation Supervisor
City of Grand Junction
Parks & Recreation
970-254-3844
larrym@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Concessionaires are required to provide **one (1) hard copy** of their proposal and **one (1) copy in electronic format (on CD or Flash Drive)** of all THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC FILE. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requests that proposals be formatted **A to F**. 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 concessionaire's principal contact person with City's Contract Administrator. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the concessionaire.
- B. Qualifications of Concessionaires & Employees:** Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services. Include qualifications, experience of each, and length of time with the company.
- C. Strategy and Implementation Plan:** Describe your (the concessionaire's) interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Concessionaire 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:** Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person (See attached Concessionaire References Form).
- E. Submit all items from Section 4.2.1 and completed “2012 Concessionaire Registration Form for Lincoln Park-Moyer Pool and/or Canyon View Park Softball Fields”.**
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project (include propane use and specific electrical needs).

5.2 Submittal Procedure: One (1) hard copy and one (1) electronic copy (on CD or Flash Drive) of all documents shall be placed in a sealed envelope and marked clearly on the outside **“RFP-3387-12-DH Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012.”** THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC FILE. For proper comparison and evaluation, the City 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.

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 concessionaire’s ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City 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
- Necessary resources
- Required skills
- Required Licensing
- Demonstrated capability
- Demonstrated business integrity
- Menu “theme”/main menu items
- Menu pricing
- Electrical needs

- Propane usage
- References

6.3 It is anticipated that interviews will not be held with any of the concessionaires. However, the City reserves the right to hold interviews if it deems necessary.

6.4 **Award:** It is the City's intent to evaluate and award specific Concessionaire(s) to provide services for either the Lincoln Park-Moyer Pool and/or the Canyon View Softball Fields. The City reserves the right to split the award for this solicitation between the two proposed sites. The award(s) shall be made as deemed in the best interest of the City. Concessionaires may submit their proposals to include one or multiple items listed in this solicitation. The committee will rank the finalists in order of preference based evaluation of criteria as stated in Section 6.2 of this RFP, and (if required) oral presentations. The contract(s) will be awarded to the Concessionaires that are deemed most qualified to perform the scope of services based on criteria defined in Section 6.2 of this RFP.

SECTION 7.0: SOLICITATION RESPONSE FORM

City of Grand Junction

RFP 3387-12-DH “Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012”

Offeror must submit entire Form completed, dated and signed.

The City of Grand Junction reserves the right to accept any portion of the service to be performed at its discretion

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies 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: _____

Agent shall **initial** each applicable item below to certify acknowledgement.

	Initial to indicate the required proposal submittals are enclosed.
	Initial to acknowledge receipt of Addendum 1 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 2 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 3 and/or amendment(s) (if applicable).

 Company Name – (Typed or Printed)

 Authorized Agent – (Typed or Printed)

 Authorized Agent Signature

 Title

 Address of Offeror

 City, State, and Zip Code

 Phone Number

 Fax Number

 E-mail Address of Agent

 Cell Phone Number

2012 Concessionaire Registration Form For Lincoln Park-Moyer Pool and/or Canyon View Park Softball Fields (Please print clearly)

CATEGORY: _____ Basic (See Definition 2.35.9)
_____ Expanded (See Definition 2.35.10)

Applying for: (all selections may be checked) Lincoln Park-Moyer Pool Canyon View Park Softball Fields

General Information:

Business Name: _____

Contact Person Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Day-Time Telephone: _____ Cell Phone: _____

Email: _____ Website: _____

Photos of booth/cart/mobile unit (while in operation) enclosed (if applicable)? Yes _____ No _____

Electricity required? Yes _____ No _____ If Yes, Specifications (Amps, etc.): _____

Propane in use? Yes _____ No _____

Personnel: Provide Names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services.

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

References: Provide at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person.

➤ Company: _____ Contact Person: _____

Phone Number: _____ Brief Summary of Services: _____

➤ Company: _____ Contact Person: _____

Phone Number: _____ Brief Summary of Services: _____

➤ Company: _____ Contact Person: _____

Phone Number: _____ Brief Summary of Services: _____

Agreement:

I agree to abide by the Requirements, Rules and Regulations, and Code of Conduct stated in this letter and accept complete responsibility for my booth space, property, and employees while concessioning at any event under the management of the City of Grand Junction. I agree that I am responsible to leave the space I occupied in good condition, and as I found it.

Signature: _____ Date: _____



Purchasing Division

ADDENDUM NO. 1

DATE: February 18, 2012
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-3387-12-DH Concessionaire Service Selection for Lincoln Park Pool & Canyon View Softball

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

Please make note of the following changes/additions/clarifications to the Concessionaire Service Selection for Lincoln Park Pool & Canyon View Softball Request for Proposal.

1. See attachments, site visit notes for Lincoln Park Pool and Canyon View Softball.

The original Request for Proposal for the project noted above is amended as noted in this Addendum No.1.

All other conditions of subject RFP remain the same.

Respectfully,
CITY OF GRAND JUNCTION, COLORADO

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a vertical yellow line.

Duane Hoff Jr.
Senior Buyer

NOTES – MANDATORY SITE VISIT, LP POOL

2/15/12 @ 9:00 A.M.

- Deliveries able to back up to door
- Storage could be an issue, may need weekly deliveries.
- There are two outside ice chests available for vendor use
- All inside equipment is available for vendor use
 - Microwave
 - Pepsi machine
 - Small hot dog roller
 - Hand sink
- All necessary equipment is in place to meet Health Dept requirements
- Can serve outside guests as well as pool customers
- Ice cream freezer belongs to Meadow Gold, concessionaire must negotiate with them for this piece of equipment
- There is no grill, but concessionaire could install. Will need to do the vent and add fire suppression
- There is access for a mobile trailer if concessionaire is able to use one
- Biggest sellers are: hot dogs, pizzas, pretzels, nachos, cotton candy, snow cones; but vendor can provide their own menu
- Menu restriction set by Parks: gum, peanuts. Popcorn is optional, but not preferred
- Possible to use vendor's own trailer on July 4th along with other vendors in the park that day
- Parks will provide scheduling of park events
- Swamp cooler is working
- Swim lessons during lunch and at 9:30 a.m. are optional operating times
- Personnel #'s include sales staff, food costs and operational costs
- Larry is the contact person
- Trash service: set out at night for morning pick up
- City does the service on fire extinguishers
- There are 1300-1500 free day participants
- Concessionaire needs to provide cash register/cash drawer/card swiper
- It is at concessionaire's discretion whether it operates on cash only basis
- Parks will require quarterly report for earnings
- BidNet is not required, but is preferred
- Pool is open Memorial Day weekend through Labor Day
- Prior to Memorial Day there are school parts scheduled for May 22, 23 and 24
- After pool closes there is an additional event on Sept 9 for Dog Days
- Concessionaire will be required to pay \$2000/mo for June, July and August

- Season runs from first week of April to last week of October
- Three Seasons: Spring 4/01 – mid-May, Summer 6/01 – mid-Aug, 9/01 – October
- 335 teams total for all seasons
- 3 – 5 nights / week
- Schedule will be provided
- Games start at 6:30, last game starts between 8:30 and 9:00 p.m., it is optional to stay until 10:00 p.m.
- There are three City sponsored tournaments
- Private contractors also run tournaments. There were 8 – 10 last year.
 - The private contractor has the option to provide their own concessions or use the awarded concessionaire.
- The awarded concessionaire has first right of refusal for private tournaments
- There are between 12 and 16 games per night
- Usually 20 – 30 people on the field playing
- Men's and coed nights are larger crowds
- Challenge in the past has been pricing
- The awarded concessionaire will need to do some advertising to make people aware of the concession service because it hasn't always been available
 - It is suggested that the awarded concessionaire provide a flyer as advertisement which the City will then pass on to all teams and contractors
 - There is the option to attach signs to the building with prior approval from Larry Manchester
 - Vendor can put signage at the front gate and in the parking lot
 - The City/Parks will do what we can to promote the concessions
- Staff will be at the field all night
- Baseball field will need a mobile unit and is not part of this contract
- This contract is only for the four softball fields
- Awarded vendor will be provided a gate key and a building key
- Concession stand hours are recommended to be from 6:00 p.m. to 10:00 p.m.
- No alcohol sales are allowed, even though alcohol is permitted in the parking lot
- All softball schedules are online on the City's website
- Rain outs will be rescheduled so that all games are played, these are also posted on the web
- Hotline is available for rain schedule. If there is ever a question, call the hotline
- Insurance requirements are noted in the solicitation document
- Sales tax license is required for each location and mobile unit (???) Yes
- Payments to the City are \$1000/mo for May, June, July, August and September
- Responses are due on Feb 22 prior to 3:00 p.m.
- A decision should be made by Feb 27

Brent Miller

February 22, 2012

Brent Miller
Texas Food Company LLC
3525 Applewood Street
Grand Junction, Co 81506
(970) 201-1786
texasfoodcompany@yahoo.com

This letter is being submitted in regards to your concessionaire service for the Lincoln Park Pool from May 21, 2012 through Labor Day. The time of operation will be seven days a week from 1:30-7:30PM every day except Wednesday when the hours will be 9AM-2PM and 3PM-7:30PM.

Dear Duane Hoff Jr., Buyer
City of Grand Junction
Purchasing Division

The City of Grand Junction's search for a concessionaire candidate ends here. I have an excellent track record of providing superior customer service combined with strong managerial skills. Are you ready to hire a proven professional? We are your company.

I have thirteen years of management experience and numerous years working my way up to management. During my time working as a single event food vendor at multiple activities, I have had the opportunity to develop my quality of service skills. I am experienced with special events and committed to providing excellent customer service. In the fall of 2011, I believe Texas Food Company fulfilled all the requirements that the City of Grand Junction was expecting during the high school and college football seasons.

I will make myself available to meet with you should you have any questions about this RFP. Given my understanding of your company objectives, I am confident that I would be an asset to The City of Grand Junction for this specific concession service.

I look forward to discussing with you how I can satisfy the needs of The City of Grand Junction.

Regards,



Brent Miller

Qualifications of Concessionaires & Employees:

Brent Miller-Owner-BBQ King-Set Up-On Site Manager-5 years experience special events for non-profit organization performing fund raising BBQ's-15 months with the company.

Debbie Miller-Owner-Head Cashier-Concession prep-buyer-5 years experience special events for non-profit organization performing fund raising BBQ's-15 months with the company.

Troy Miller-Lead Prep Cook-Set Up-Concession Trailer Transporter-2 years experience special events for non-profit organization performing fund raising BBQ's-15 months with the company.

Bill Sturgill-On Site Manager-Cook-Event Coordinator-3 years experience concessionaire-1 year with the company.

Strategy and Implementation Plan

I believe 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 the Lincoln Park Pool. This includes but is not limited to the equipment, labor, customer service and well stocked supplies. How the concessionaire performs reflects on the City of Grand Junction so it is very important to be professional in all aspects of the job.

The Scope of Services begins with organization and preparation. Prior to each day adequate supplies should be ordered and on hand. Set up of equipment and supplies should start two hours prior to patron admittance each and every day. It is very important to have enough workers to service the patron's in a timely manner so they don't have to wait long for their food and drink. On Free Day, Texas Food Company will have at least four employee's working in the concession stand. We will have an organized system to accomplish this. The concession stand will remain open for the entire time the pool stays open 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. To date, all employees have taken the Food Handlers class so they can learn the basics of safe food handling.

Texas Food Company has a proven track record with the City of Grand Junction. We provided superior service and quality product during the fall of 2011 while working concessions for 21 football games and 2 band competitions at Stocker Stadium. As we prepared for the weekly assignments the line of communication was always open and there was a clear understanding of our responsibilities.

2012 Concessionaire Registration Form For Lincoln Park-Moyer Pool and/or Canyon View Park Softball Fields (Please print clearly)

CATEGORY: _____ Basic (See Definition 2.35.9)

X Expanded (See Definition 2.35.10)

Applying for: (all selections may be checked) Lincoln Park-Moyer Pool Canyon View Park Softball Fields

General Information:

Business Name: TEXAS Food Company LLC

Contact Person Name: BRENT MILLER

Mailing Address: 3525 Applewood Street

City: GRAND Junction State: Co Zip: 81506

Day-Time Telephone: 970 424-0861 Cell Phone: 970 201-1786

Email: texasfoodcompany@yahoo.com Website: _____

Photos of booth/cart/mobile unit (while in operation) enclosed (if applicable)? Yes X No _____

Electricity required? Yes X No _____ If Yes, Specifications (Amps, etc.): 110

Propane in use? Yes X No _____

Personnel: Provide Names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services.

➤ Name: Debbie Miller Title: Co-owner

Responsibilities: oversee staff, coordinate food preparation

➤ Name: Bill Sturgill Title: MANAGER

Responsibilities: Event setup manage Employees

➤ Name: BRENT MILLER Title: Co-owner

Responsibilities: oversee staff, coordinate food and supply delivery, open and close facility

➤ Name: _____ Title: _____

Responsibilities: _____

> Name: _____ Title: _____

Responsibilities: _____

References: Provide at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person.

> Company: City of Grand Junction Contact Person: Stephanie Hays
Phone Number: 970 640-2760 Brief Summary of Services: Provided
Concession services for high school and cmu football games
At Stocker Stadium Fall of 2011

> Company: Palisade Chamber of Commerce Contact Person: Tiffany Bird
Phone Number: 970 464-7458 Brief Summary of Services: Vendor
for A food booth during the 43rd Annual Palisade Peach Festival.
August, 2011

> Company: Redlands Lions Club Contact Person: Russ Bergquist
Phone Number: 970 243-5534 Brief Summary of Services: Redlands Lions Club
was a host team sponsor for Southern Union, Alabama in the 2011 Juco
baseball World Series. We catered a bkg for 125 people consisting of
the team, family and club members.

Agreement:

I agree to abide by the Requirements, Rules and Regulations, and Code of Conduct stated in this letter and accept complete responsibility for my booth space, property, and employees while concessioning at any event under the management of the City of Grand Junction. I agree that I am responsible to leave the space I occupied in good condition, and as I found it.

Signature: Brent Miller Date: 2-22-12

SECTION 7.0: SOLICITATION RESPONSE FORM

City of Grand Junction

RFP 3387-12-DH "Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball 2012"

Offeror must submit entire Form completed, dated and signed.

The City of Grand Junction reserves the right to accept any portion of the service to be performed at its discretion

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies 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: 2-22-12

Agent shall **initial** each applicable item below to certify acknowledgement.

	Initial to indicate the required proposal submittals are enclosed.
BM	Initial to acknowledge receipt of Addendum 1 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 2 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 3 and/or amendment(s) (if applicable).

TEXAS Food Company LLC
Company Name – (Typed or Printed)

Brent Miller
Authorized Agent Signature

3525 Applewood Street
Address of Offeror

970 424-0861
Phone Number

texasfoodcompany@yahoo.com
E-mail Address of Agent

BRENT MILLER
Authorized Agent – (Typed or Printed)

OWNER
Title

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

Fax Number

970 201-1786
Cell Phone Number

- Propane usage
- References

6.3 It is anticipated that interviews will not be held with any of the concessionaires. However, the City reserves the right to hold interviews if it deems necessary.

6.4 **Award:** It is the City's intent to evaluate and award specific Concessionaire(s) to provide services for either the Lincoln Park-Moyer Pool and/or the Canyon View Softball Fields. The City reserves the right to split the award for this solicitation between the two proposed sites. The award(s) shall be made as deemed in the best interest of the City. Concessionaires may submit their proposals to include one or multiple items listed in this solicitation. The committee will rank the finalists in order of preference based evaluation of criteria as stated in Section 6.2 of this RFP, and (if required) oral presentations. The contract(s) will be awarded to the Concessionaires that are deemed most qualified to perform the scope of services based on criteria defined in Section 6.2 of this RFP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street P. O. Box 100 Grand Junction CO 81502-0100		CONTACT NAME: Katie Sweet PHONE (A/C, No, Ext): (970) 243-6600 E-MAIL ADDRESS: katies@hlic.com PRODUCER CUSTOMER ID #: 00027934		FAX (A/C, No): (970) 243-3914	
INSURED TEXAS FOOD COMPANY, LLC 3525 APPLEWOOD ST. GRAND JUNCTION CO 81505		INSURER(S) AFFORDING COVERAGE INSURER A: Artisan and Truckers Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 10194	

COVERAGES **CERTIFICATE NUMBER:** 12/12 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	08221700-1	2/29/2012	8/29/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Non-owned Hired/borrowed	\$ 500,000 \$ \$ \$ \$ 500,000 \$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DEDUCTIBLE RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Grand Junction & the City's officers and employees are addiitonal insured.

CERTIFICATE HOLDER City of Grand Junction PO Box 20,000 Grand Junction, CO 81502		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Coltrinari/ANNH	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03-12-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MIKE DANIELS, LUTCF (970) 241-6132 666 PATTERSON ROAD SUITE G GRAND JUNCTION, CO 81506 (124/307)	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Texas Food Company Llc 606 Devin Dr Grand Junction, CO 81504	INSURER A : AMERICAN FAMILY INSURANCE	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			05-XR3019-01-00	3/30/2011	3/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mobile BBQ Additional Insured: City of Grand Junction

CERTIFICATE HOLDER
 City of Grand Junction
 PO Box 20,000
 Grand Junction Co 81502
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03-12-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER MIKE DANIELS, LUTCF (970) 241-6132 666 PATTERSON ROAD SUITE G GRAND JUNCTION, CO 81506 (124/307)	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A: AMERICAN FAMILY INSURANCE	NAIC #
INSURED Texas Food Company Llc 606 Devin Dr Grand Junction, CO 81504	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			05-XR3019-01-00	3/30/2012	3/30/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS _____ OTH-ER _____ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mobile BBQ Additional Insured: City of Grand Junction

CERTIFICATE HOLDER City of Grand Junction PO Box 20,000 Grand Junction Co 81502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT RENEWAL
#3641-13-DH

Date: March 3, 2013

Supplier: Texas Food Company

Project: 1st Year Contract Renewal for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball RFP-3387-12-DH

Congratulations, you have been awarded the 1st year renewal option for contract #3387-12-DH for the **Concessionaire Service for Lincoln Park Pool**, dated March 12, 2012.

The Contractor shall provide to the City the products and services set forth in the Contract Documents dated February 7, 2012 for Solicitation No. RFP-3387-12-DH for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball for the flat rate annual fee to be paid to the City of \$6,000. This renewal shall cover all services from May 25, 2013 – September 2, 2013.

Please notify Larry Manchester, City of Grand Junction Recreation Supervisor 970-254-3844 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate, City of Grand Junction Sales Tax License, Current Mesa County Health Department License.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr., CPPB, Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Texas Food Company
By: Brent Millw
Title: OWNER
Date: 3-6-13



TEXAFOO-01

KITTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Home Loan & Investment Company 205 North 4th Street P.O. Box 100 Grand Junction, CO 81502	CONTACT NAME: Katie Sweet
	PHONE (A/C, No, Ext): (970) 243-6600
	FAX (A/C, No): (970) 243-3914
	E-MAIL ADDRESS: katies@hlic.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Artisan and Truckers Casualty Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED Texas Food Company, LLC 3525 Applewood St Grand Junction, CO 81506	NAIC # 10194

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	08221700-2	8/29/2012	2/28/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 "The City of Grand Junction and its officers and employees are Additional Insured"

CERTIFICATE HOLDER City of Grand Junction 250 North 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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PRODUCER: MIKE DANIELS, LUTCF (970) 241-6132, 666 PATTERSON ROAD SUITE G, GRAND JUNCTION, CO 81506 (124/307)
INSURED: Texas Food Company LLC, 3525 Applewood, Grand Junction, CO 81506
CONTACT NAME:
PHONE (AIC, No, Ext):
FAX (AIC, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: AMERICAN FAMILY INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for General Liability, Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Mobile BBQ Additional Insured: City of Grand Junction and the Cities officers and employee's

CERTIFICATE HOLDER: City of Grand Junction, 250 N 5th Street, Grand Junction Co 81501
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

*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.

STATE OF COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

LICENSE TO OPERATE A RETAIL FOOD ESTABLISHMENT

Fee

\$ 255.00

ACCOUNT NUMBER use for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO
	county	city	indust.	type	liability date	month	day	year	DECEMBER 31
43-027202-0000	08	18	08	B	05/21/2012	1	1	2013	2013

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION:

**Lincoln Park Pool Concessions
Texas Food Company, LLC
1340 Gunnison Ave
Grand Junction, CO 81501**

This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the law and regulations of the Colorado Department of Public Health and Environment. Any alterations made on this license will automatically make it null and void.

**POST IN A
CONSPICUOUS
PLACE**

▲ Detach Here ▲



CONTRACT RENEWAL
#3835-14-DH

Date: March 6, 2013

Supplier: Texas Food Company

Project: 2nd Year Contract Renewal for Concessionaire Service Selection for Lincoln Park Pool
And/Or Canyon View Softball RFP-3387-12-DH

Congratulations, you have been awarded the 2nd year renewal option for contract #3387-12-DH for the **Concessionaire Service for Lincoln Park Pool**, dated March 12, 2012.

The Contractor shall provide to the City the products and services set forth in the Contract Documents dated February 7, 2012 for Solicitation No. RFP-3387-12-DH for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball for the flat rate annual fee to be paid to the City of \$6,000. This renewal shall cover all services from May 25, 2014 – September 2, 2014.

Please notify Larry Manchester, City of Grand Junction Recreation Supervisor 970-254-3844 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate, City of Grand Junction Sales Tax License, Current Mesa County Health Department License.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr.

Digitally signed by Duane Hoff Jr.
DN: cn=Duane Hoff Jr., o=City of Grand
Junction, ou=Purchasing Division,
email=duaneh@gjcity.org, c=US
Date: 2014.03.06 14:47:40 -0700

Duane Hoff Jr., CPPB, Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Texas Food Company
By: Brent Millw
Title: owner
Date: 3-11-14



CONTRACT RENEWAL
#3970-15-DH

Date: January 13, 2015

Supplier: Texas Food Company

Project: 3rd Year Contract Renewal for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball RFP-3387-12-DH

Congratulations, you have been awarded the 3rd year renewal option for contract #3387-12-DH for the **Concessionaire Service for Lincoln Park Pool**, dated March 12, 2012.

The Contractor shall provide to the City the products and services set forth in the Contract Documents dated February 7, 2012 for Solicitation No. RFP-3387-12-DH for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball for the flat rate annual fee to be paid to the City of \$6,000. This renewal shall cover all services from May 19, ~~2014~~ ²⁰¹⁵ – September 7, ~~2014~~ ²⁰¹⁵. *BM*

Please notify Larry Manchester, City of Grand Junction Recreation Supervisor 970-254-3844 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate, City of Grand Junction Sales Tax License, Current Mesa County Health Department License.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff Jr.

Digitally signed by Duane Hoff Jr.
DN: cn=Duane Hoff Jr., o=City of Grand Junction,
ou=Purchasing Division, email=duaneh@gcity.org,
c=US
Date: 2015.01.15 09:13:14 -0700

Duane Hoff Jr., CPPB, Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Texas Food Company LLC

By: Brent Miller

Title: Owner

Date: 1.14.15



CONTRACT RENEWAL
#4155-16-DH

Date: December 29, 2015

Supplier: Texas Food Company

Project: 4th Year Contract Renewal for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball RFP-3387-12-DH

Congratulations, you have been awarded the 3rd year renewal option for contract #3387-12-DH for the Concessionaire Service for Lincoln Park Pool, dated March 12, 2012.

The Contractor shall provide to the City the products and services set forth in the Contract Documents dated February 7, 2012 for Solicitation No. RFP-3387-12-DH for Concessionaire Service Selection for Lincoln Park Pool And/Or Canyon View Softball for the flat rate annual fee to be paid to the City of \$6,000. This renewal shall cover all services from May 19, 2016 – September 7, 2016.

Please notify Larry Manchester, City of Grand Junction Recreation Supervisor 970-254-3844 for scheduling, and return to the Purchasing Division an acknowledged copy of this Contract Renewal and current Proof of Insurance Certificate, City of Grand Junction Sales Tax License, Current Mesa County Health Department License.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff
9F789E7D50F14BC...
Duane Hoff Jr., CPPB, Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: DocuSigned by: Texas Food Company
Brent Miller - Texas Food Company
By: 331AC8B686024C6
Title: owner
Date: 1/4/2016 | 09:36 MT