

## AGREEMENT

THIS AMENDMENT, made this 12<sup>th</sup> day of December, 2015 by and between the CITY OF GRAND JUNCTION, a municipal corporation, hereinafter referred to as "CITY" and Texas Food Company, a Colorado limited liability corporation, hereinafter referred to as "CONCESSIONAIRE."

### WITNESSETH:

This agreement contemplates lease of all restaurant, food and beverage service facilities located on the premises of Tiara Rado Golf Course (Tiara Rado) located at 2057 S. Broadway, Grand Junction, Colorado (known as the "Premises" or the "Facilities" unless specific references in context apply). The Concessionaire's purpose, as stated in its response to the CITY's request for proposal RFP-4302-16-DH is to fulfill the food and beverage service needs of patrons of Tiara Rado Golf Course. The proposal and response are incorporated herein by this reference as if fully set forth. Accommodating the golf patrons using the Premises shall be the Concessionaire's first priority.

### I. LEASED PREMISES/UTILITIES/HOURS

A. The Concessionaire shall have the exclusive right to operate on the Premises food service and vending operations, including food and beverage sales, tobacco and snack food product sales and other machine vended items. There shall be no smoking in any enclosed area of the Premises. Failure to provide any service provided for herein or otherwise commercially required or reasonably requested by the City, in a suitable quality, will be considered a breach of this Agreement and the Concessionaire will be considered in default. The Facilities outlined in this Agreement shall be exclusively managed and controlled, subject to the limitations herein contained, during the pendency of this Agreement by the Concessionaire.

B. City agrees to lease to Concessionaire the facilities located at Tiara Rado, including the restaurant, bar and snack bar facility, and beverage cart from January 1, 2017 to December 31, 2019 on terms and conditions stated below, unless or until the Concessionaire or the City is in breach.

C. The City reserves the right to renew this contract for two (2) additional one (1) year periods annually upon review and recommendation of the Parks and Recreation Director, the satisfactory negotiation of terms, and the annual availability of budget appropriation.

D. The Tiara Rado Restaurant Facility shall be open on all days the golf course is open by 11:00 a.m. The Snack Bar Facility shall be open at least all hours the golf course is open, plus one-half hour past sunset. Snack Bar shall have vending machine(s) and water available. All special events or gatherings shall be scheduled so as not to interfere with golf activities. Golf activities shall have first priority to use the Facilities.

E. The Concessionaire shall maintain the Premises and Facilities in good repair. The City shall maintain the exterior of the Facilities in good repair including heating, cooling, lighting, water and sewer systems.

F. The Concessionaire shall pay grease disposal costs and the cost to maintain the stove hood for the Tiara Rado Restaurant Facility.

G. The City shall pay the cost of gas, electric, sewer and water utilities and services for the Tiara Rado.

H. The Concessionaire shall promptly and timely pay any and all vendors who supply materials, merchandise, food, food stuffs, liquor, wine, beer or other beverages or other goods to the Concessionaire. Nonpayment of any or all vendors or account delinquencies of thirty (30) days or more shall constitute a breach of this Agreement.

I. The Concessionaire shall bear the cost of insect and rodent control. Insect and rodent control shall be provided at each location by a licensed contractor of the Concessionaire's selection. Should insect and rodent control not be satisfactory, as determined by the City in its sole discretion, the City may as a condition of this agreement, require the Concessionaire to increase the frequency or change the method of extermination services at the facilities.

J. The Concessionaire shall be responsible for all telephone, internet and cable/satellite television expenses, charges and fees.

K. The Concessionaire shall be responsible for interior maintenance of all portions of the Premises and maintain the same in a first class condition. Maintenance shall include painting walls and ceilings, maintaining carpet and floor coverings and proper maintenance of all fixtures, including tables, chairs and the like. The City and Concessionaire will equally divide the cost of replacement of City -owned floor coverings, window coverings, tables and chairs as required by the normal course of wear and tear occasioned by the food service business. Any and all replacement shall occur only upon the mutual consent and concurrence of the Concessionaire and the City. Such consent and concurrence shall not be unreasonably withheld by either the City or the Concessionaire.

L. The Concessionaire shall maintain, repair and replace all equipment and/or furnishings provided by the Concessionaire under the terms of this Agreement. The Concessionaire acknowledges that the Premises and City-supplied equipment are in good and satisfactory condition and accepts the same.

M. In the operation of the Agreement, it shall be understood and agreed that the Concessionaire is an independent contractor and not an agent, servant or employee of the City.

## II. INSPECTION AND ALTERATION OF PREMISES

A. Concessionaire agrees that the Director of Parks and Recreation, or his duly authorized agent(s), shall have the right to enter the Premises at any reasonable time to inspect the same. Costs for additional electrical wiring, outlets, facilities, shelving, fixtures, improvements or installations installed by the Concessionaire shall be the sole responsibility of the Concessionaire and shall be done only with the written consent of the City and shall become the property of the City at conclusion or termination of this Agreement.

B. The use of extension cords shall be as limited by fire, building and electrical codes. All signs erected on the Premises by the Concessionaire shall conform to applicable codes and shall not be erected or installed until the City has given its approval in writing. All improvements and or renovations including, but not limited to, paint, floor coverings, window coverings and decorating shall be made only with prior approval of the City. City and Concessionaire agree that the Director of Parks and Recreation or his designee is the party to whom any and all notices required to be given under this Agreement by Concessionaire shall be delivered and the person from whom all City consents shall be obtained.

C. In the event this agreement is terminated prior to the full amortization of any capital expenditure that has been provided by the Concessionaire, the Concessionaire will be reimbursed at the non-amortized amount of the capital expenditure. The Concessionaire shall prepare an amortization schedule in accordance with Generally Accepted Accounting Principles (GAAP) that shall be presented to the City upon completion or acquisition of the capital expenditure. Capital expenditures are defined as furniture, fixtures, equipment of improvements with an initial cost of \$5,000 or more and an estimated life in excess of three years.

### III. LICENSES, TAXES AND FEES

A. It is further agreed and understood by the parties that certain licenses issued by the City, the County and the State are necessary requirements to Concessionaire's operation. Concessionaire agrees to obtain all necessary licenses at its sole and separate expense and shall maintain the same in full force and effect during the term of and under the conditions of this Agreement.

B. The registered manager for purposes of liquor license at the premises shall be Brent Miller. As a condition of this Agreement, Brent Miller shall be the registered manager of the Hotel/Restaurant liquor license held by the City for the clubhouse premises and optional premise licenses for the Tiara Rado Golf Course. The Concessionaire shall pay the annual renewal fees for all licenses. All beverages served shall be canned or contained in plastic cups or containers if consumed on the golf courses. Concessionaire shall strictly enforce and limit containers as provided by this paragraph and furthermore, the Concessionaire and/or the Manager shall not serve or dispense beverages in violation of applicable law.

C. Service in violation of this Agreement and/or applicable law or the loss of or the failure to renew the Tiara Rado liquor licenses shall be deemed a breach of this Agreement.

D. Concessionaire shall adhere to and comply with all liquor, wine and beer laws, codes or regulations of the State of Colorado, City of Grand Junction or other regulatory entities having jurisdiction. Concessionaire shall have and does affirmatively acknowledge its duty to be circumspect and prudent with regard to over-service, underage-service and compliance with commercially reasonable alcohol service practices.

E. Concessionaire shall pay all license fees, taxes and all retail sales taxes on the products or services which the Concessionaire provides hereunder, including, but not limited to, all federal and state payroll and income taxes, including withholding, state and local sales taxes, compensation payments, unemployment insurance, and other taxes with respect to services provided under this Agreement and all other taxes arising from the Concessionaire's operation.

F. The Concessionaire and all Concessionaire's employees shall attend the Alcohol Server Responsibility Class, or similar class approved by the City, on no less than an annual basis beginning at the employee's date of hire.

### IV. EMPLOYEES OF CONCESSIONAIRE

A. In the operation of the Facilities, Concessionaire will need to employ certain personnel. It is agreed and understood that any person or persons employed by the Concessionaire shall be employees of Concessionaire and not the City. The Concessionaire assumes full responsibility for the action(s) of such personnel while performing service(s) pursuant to this Agreement and shall be solely responsible for supervision, payment of wages or salary, withholding and income taxes, social security taxes and unemployment insurance, as required by law. Concessionaire further agrees that Worker's Compensation insurance shall be provided for said employee(s) in

conformity with the Colorado law and that a certificate of Worker’s Compensation Insurance evidencing continuous coverage shall be filed with the City Risk Manager.

B. The Concessionaire and each of its agents and employee(s) shall provide at all times courteous service to customer(s). Concessionaire shall employ, train and deploy employees in optimum numbers who are proficient, productive and courteous to patrons. Concessionaire shall furnish all necessary qualified supervision for the performance of food and beverage service and agrees to maintain highly competent management staff at all times. Concessionaire and its employees shall, no less than once per year per employee, attend the City’s customer service training. The cost of the training shall be borne by the City.

**V. INSURANCE**

A. Concessionaire agrees to procure and maintain in full force and effect, at Concessionaire’s sole expense, commercial general liability insurance and liquor liability insurance for and covering the Premises naming the City of Grand Junction, its agents, servants, employees and elected and appointed officials as additional named insureds. This insurance shall reflect minimum coverage in the following amounts:

**COVERAGE**

Injury or death	\$ 500,000
Property damage	\$1,000,000
Product liability	\$ 500,000
Liquor liability	\$ 500,000
Automobile liability	\$ 500,000

B. A certificate evidencing such insurance policy coverages shall be provided to the City Risk Manager and shall have a provision that any and all of the same shall not expire or be canceled or terminated without first giving written notification thereof to the City Risk Manager thirty (30) days prior to termination, expiration or cancellation. A renewal policy shall be delivered to the City at least fourteen (14) days before a policy’s expiration, except for policy(ies) in effect upon termination of this Agreement. Failure to maintain such insurance coverage shall be deemed breach of this Agreement.

C. Concessionaire shall furnish fire, theft and contents loss insurance for Concessionaire-owned material(s), supplies and equipment. City will not be responsible for any loss of, or damage to, or replacement of material, supplies and equipment of Concessionaire due to theft, natural disasters or other events beyond the control of the City. If City property, material(s), supplies or equipment are damaged by acts or omissions of Concessionaire, agent(s), or employee(s) of Concessionaire. Concessionaire shall be responsible for the depreciated cost of replacement, whether replaced by the City or not. City-owned material(s), supplies and equipment are insured against fire and theft for acts not occasioned by Concessionaire, agents or employees of Concessionaire.

**VI. WAIVER OF SUBROGATION**

Concessionaire, its agent(s), employee(s) and insurers hereby release the City, its officers, employees, agents assigns (“City”) from any and all liability or responsibility, including anyone claiming through or under City by way of subrogation or otherwise, for any loss or damage which Concessionaire, its agents or insurers may sustain incidental to or in any way related to Concessionaire’s operation under this contract, except for loss or damage due to breach of this Agreement by the City or due to the City’s gross negligence or willful or wanton conduct.

## VII. LIABILITY AND INDEMNIFICATION

The Concessionaire shall indemnify and hold harmless the City against all action(s), claim(s), proceeding(s), demand(s), loss(es), cost(s), damage(s) and expense(s) whatsoever which may be brought against or suffered by the City or which it may sustain, pay or incur, by reason of, or on account of any injury, illness or death of persons and/or damage to property arising out of, or incidental to, the Concessionaire's provision of food and/or beverage service(s) herein provided for and/or any negligence, act of omission or commission, by Concessionaire's employee(s), licensee(s) or invitee(s). The Concessionaire's agreement to indemnify and/or hold harmless shall survive termination, expiration or cancellation of this Agreement and/or termination or expiration of any or all insurance coverage required hereunder.

## VIII. STANDARDS OF PERFORMANCE

A. Providing quality food and beverage service to golf course patrons shall be the Concessionaire's top priority. The Concessionaire shall organize, operate and manage efficiently the food and beverage operations of the Facilities to provide high quality food, beverage and vending services in a clean, attractive and pleasant environment.

B. As an express condition of this Agreement, the City requires the Concessionaire to have and provide adequate capitalization to operate the Facilities at the expected level of excellence. To ensure adequate ability to perform, Concessionaire shall agree and allow the City to conduct routine credit and financial background checks of the business or corporate finances of the Concessionaire. If each or any of such inquiries disclose insufficient capitalization or outstanding judgment(s), liabilities or delinquencies which may impair or prevent the proper operation of the facility, the City may declare this Agreement breached, void and of no effect.

C. Concessionaire hereunder shall provide unencumbered capitalization of \$10,000.00 and shall maintain a net worth of no less than \$10,000.00, as determined by generally accepted accounting principles (as opposed to generally accepted tax accounting principles). The City may, in writing, accept smaller amounts of capitalization and net worth if Concessionaire shows reasonable cause therefor. The Concessionaire shall maintain the equipment, assets and the Premises in good and serviceable condition.

D. Concessionaire's responsibility shall include, but not be limited to, the following as costs and requirements of operation:

Purchasing all inventory and supplies required for food service operations;

Routine cleaning of the food preparation areas and floors, storage areas and counter tops and service areas including, but not necessarily limited to, cleaning all hoods not less than two times per year;

Supplying and laundering of kitchen and banquet linen including, but not limited to: uniforms, aprons, cleaning cloths, table cloths, napkins, *etc.*;

Purchasing replacement small wares as necessary, including, but not necessarily limited to: china, glassware, flatware, cooking utensils and sundry items. Any and all replacement shall be deemed a cost of Concessionaire's operation;

Installing, servicing and maintaining vending machines in good repair at such locations as may be agreed upon and keeping the machines adequately supplied with merchandise;

Keeping all Premises, including patio and service areas, clean and sanitary in conformance with the guidelines in Appendix A, attached hereto and incorporated by reference. The City shall provide paper, cleaning and soap products for restrooms. Transportation of all waste materials, including grease, from the food/beverage areas to the garbage pick-up area in a manner designated by the City and health/restaurant codes. The Concessionaire shall not discharge any grease into the building drains but shall keep grease in proper containers for disposal by the Concessionaire. If the Concessionaire fails to comply with this provision, any cost, charge or expense involved in opening, cleaning or repairing drains necessitated by such failure shall be paid by the Concessionaire;

Maintain all food service equipment (both City provided and Concessionaire provided) in good repair. Concessionaire shall be responsible for repair and/or replacement of City provided equipment used in the fulfillment of this Agreement, normal wear and tear excepted;

Provide beverage sales on the golf course as deemed appropriate by the Parks and Recreation Director or designee.

E. Only quality food and beverages shall be purchased and served by Concessionaire. Upon delivery, all merchandise shall be checked for quality and shall be stored in proper areas in sanitary containers, which are dated for effective rotation of stock on a first-in, first-out basis.

F. The City may require the Concessionaire to sell items that the City reasonably deems necessary to the operation of the facilities. The City may limit or require the discontinuance of the sale of products which the City reasonably deems not in the best interest of the operation of the Facilities.

G. At the City's option a survey of Facility users by the City or an independent contractor may be conducted to determine Concessionaire's performance. Facility users may be surveyed to determine if they are "very satisfied," "satisfied," "dissatisfied," or "very dissatisfied" with the Concessionaire's operation. The acceptable performance standard shall be 75% of Tiara Rado Facility users "satisfied" or "very satisfied" with the food and beverage concession. A rating below either or both satisfaction standards may be considered by the City as grounds for declaring the Concessionaire in breach of this Agreement. If a user survey results in customer satisfaction less than required by this Agreement, the Concessionaire may contract and pay for a second survey to be performed by an independent third party agreed to by the City and the Concessionaire. All costs of this second survey shall be at the Concessionaire's sole expense. If the results of the second survey show customer satisfaction to be at or above standard, Concessionaire will be deemed to have met a standard of acceptable performance. Failure to attain customer satisfaction at one Facility shall not be deemed a breach of this Agreement for the other Facility.

## IX. TERMINATION

A. The Concessionaire must be able at all times to meet the standard of 75% customer satisfaction as determined by the user survey explained in paragraph VIII (H).

B. In the event that compensation provided for is in arrears, or if Concessionaire is in default of any covenant, term or agreement as herein provided, the City shall give the Concessionaire a written notice specifying the default. In the event Concessionaire fails to remedy and cure said default within ten (10) calendar days from mailing of such written notice, the City shall be entitled to declare this Agreement terminated and may immediately reoccupy the premises with or without process of law using such reasonable force as may be necessary without being liable to prosecution for damages therefor. In the event of repeated default by Concessionaire, the City may declare this Agreement terminated and may reoccupy as provided. Repeated default(s) shall be defined as three (3) notices of violation within a twelve- (12) month period. Concessionaire covenants and agrees to surrender and deliver up said premises peaceably to the City upon expiration or termination. Any notice provided for herein may be mailed or may be served upon the Concessionaire by delivering a copy thereof to it in person or by leaving it with any person employed by the Concessionaire at the concession.

C. Any notice or communication of default shall be deemed made if personally served or received by certified mail at:

CITY OF GRAND JUNCTION  
Attn: Director of Parks and Recreation  
1340 Gunnison Ave. Grand Junction, CO 81501

CONCESSIONAIRE  
2057 South Broadway, Grand Junction, CO 81503

The City or Concessionaire may from time to time change the above address upon written notice to the other.

D. In the event of litigation hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to all other damages or remedies authorized by law.

E. Upon termination or expiration of this Agreement, Concessionaire agrees to return all equipment and supplies furnished by the City. Said equipment and supplies shall be in as good condition as originally furnished, ordinary wear excepted.

F. Notwithstanding any provision to the contrary, upon termination by the City for default by Concessionaire, Concessionaire's duties to indemnify and hold harmless the City shall continue and survive.

G. Upon termination or expiration of this Agreement, for any reason, all installed equipment purchased by the Concessionaire becomes the property of the City. The City agrees to pay Concessionaire depreciated fair market value for this equipment if the City desires to retain said equipment. Any equipment the City does not want will remain the property of the Concessionaire and will be removed at no expense to the City. An independent third party appraiser shall determine value of Concessionaire's equipment if the parties disagree. Cost of appraisal shall be the City's sole responsibility.

H. The City may terminate this Agreement if any of the liquor or beer licenses obtained or managed by Concessionaire are revoked, suspended or any action or proceeding is initiated by the City or State against the licensees and/or the Manager or any person operating under the direction or authority of the Manager.

I. Any failure by the City to give Concessionaire any notice hereunder in a timely manner, *e.g.* a notice of breach or default, shall not be deemed to waive the City's right to do so thereafter.

#### X. ASSIGNING OR SUBLETTING PROHIBITED

Concessionaire shall have no right to assign, sell, transfer or in any way convey any of the rights or obligations attached or arising hereunder. Further, the portion of this Agreement relating to the granting of this concession is a personal service agreement and the parties agree and understand that the Concessionaire shall not assign or in any way divest itself of any of the duties or responsibilities provided herein.

#### XI. PATENTS, TRADEMARKS, ETC.

Concessionaire represents that it is the owner of and fully authorized to use any and all services, processes, machines, articles, names or slogans used by it in its operation under or in any way connected with this concession. Concessionaire agrees to save and hold the City, its officers, employees, agents, and representatives free and harmless from any loss, liability, expense, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright or unfair competition arising out of the operations of this concession or in any way connected to this concession.

#### XII. SUSPENSION OF OPERATIONS

If either or both of the Facilities are closed for a period in excess of three (3) days due to no fault of the Concessionaire for reasons such as fire or natural disaster, the monthly rent payments to the City shall be suspended on the third day of closure but shall recommence when reopened. In the event of a closure more than fourteen (14) consecutive days, the City may require that Concessionaire will operate out of a temporary facility and provide minimum food and beverage service as directed by the City. Operation of such temporary facility(ies) shall be at the Concessionaire's sole expense. The Concessionaire shall be responsible for the cost and availability of utility services for such temporary facility(ies). The Concessionaire may choose not to install the utilities and may terminate the Agreement if the cost of installation is, in the Concessionaire's sole discretion and determination, prohibitive.

#### XIII. COMPENSATION TO CITY

A. In consideration of the lease of the Premises to the Concessionaire, the Concessionaire shall pay the City according to the following schedule:

01/01 to 12/31	\$1,300.00 per month for Tiara Rado. Payments due by the seventh day of each month beginning 1/7/17.
04/01 to 10/31	\$800 per year for Tiara Rado beverage cart lease. Payment due no later than 10/31/17.

Compensation due the City under any extension of this Agreement shall be negotiated to the mutual satisfaction of the parties at that time. Compensation for the first year of this agreement will begin January 1, 2017. Compensation for annual extensions beyond 2017 will begin January 1<sup>st</sup>.

B. For the purpose of this Agreement, gross sales shall be defined as the total amount of money or the equivalent thereof in kind received by the Concessionaire in exchange for the goods or services rendered by Concessionaire at the Premises. Gross receipts shall also include any and



all monies received from the operation of any vending machines owned by Concessionaire or leased by Concessionaire from third parties. Concessionaire agrees that it shall keep a true and accurate account of all monies received pursuant to this Agreement and deliver the required monthly financial report to the City Financial Operations Manager.

C. At the conclusion of the term of this Agreement the parties may, conditioned on full and faithful performance of and under this Agreement by the Concessionaire, renew the agreement on then mutually acceptable terms. Renewal, if exercised, shall be annually for up to two years. Concessionaire may renew the agreement for none, one or both premises. If Concessionaire opts to renew, any subsequent extension or renewal of this Agreement if any shall be subject to the approval of the Parks Director.

#### XV. BANKRUPTCY, REORGANIZATION

This Agreement and all rights of Concessionaire hereunder, shall terminate if:

A. Concessionaire, while in possession of the Premises, files a petition in bankruptcy, or insolvency, or for reorganization under the Bankruptcy Code, or voluntarily takes advantage of any such filing by answer or otherwise, or makes an assignment for the benefit of creditors; or

B. Involuntary proceedings under any bankruptcy law or insolvency act are instituted against Concessionaire, or if a receiver or trustee is appointed of all, or substantially all, of the property of Concessionaire, and such proceedings are not dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment.

#### XVI. EQUAL OPPORTUNITY

The Concessionaire agrees not to exclude anyone from participation in or deny anyone any benefits of Concessionaire's services, or otherwise subject anyone to discrimination because of the person's race, sex, color, religion, national origin or physical handicap. Concessionaire warrants that it will comply with all applicable local, state and federal laws relating to employment practices.

#### XVII. ATTACHMENTS

Attached and incorporated herein:

Appendix A

Cleanliness Guidelines

#### XIX. OTHER

A. In the event of any dispute arising hereunder, either the City or the Concessionaire may request in writing that the matter be heard by the Grand Junction Parks and Recreation advisory Board (Parks Board). Upon receipt of such request, the Parks Board shall schedule a public meeting at which time the parties shall be entitled to present such information and testimony as they desire. The Parks Board shall thereafter render a decision by majority vote resolving the matter. The Parks Board shall hold such meeting and render its decision within 90 days of the initial request letter. If either party is dissatisfied with the decision of the Parks Board, or if the Parks Board does not act within the 90-day period, they may take such other legal action as is available to them, including filing a complaint in court. However, neither party may file any court proceeding without first seeking a resolution of the dispute by the Parks Board.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO  
a municipal corporation

DocuSigned by:  
by Duane Hoff 12/14/2016 | 08:35 MST  
9F789E7D60F148C...  
Duane Hoff Jr., Senior Buyer

CONCESSIONAIRE: Texas Food Company

DocuSigned by:  
by Brent Miller - Texas Food Company 12/13/2016 | 22:55 MST  
331AC8B686024C6...  
Brent Miller, Texas Food Company

#### Appendix A

#### Cleanliness Guidelines

The Concessionaire shall maintain the Facilities, including, but not limited to the kitchen, food preparation, dining, service and banquet areas and all equipment, fixtures, materials, utensils, accessories and other items therein in a clean and sanitary manner. Volunteer(s) chosen by mutual consent of the City and the Concessionaire shall clean and maintain restrooms at Tiara Rado. The Tiara Rado Golf Shop will directly supervise volunteer(s). Concessionaire shall comply with all applicable health and sanitation laws and regulations in effect for the food/beverage preparation and service areas. The Concessionaire shall permit and facilitate inspection of the food/beverage preparation and service areas by the City and its representatives and by any and all authorized public health, sanitation, building and fire authorities.

The following shall establish the minimum sanitation guidelines for the Concessionaire:

1. The sanitation code of the U.S. Food Service Industry as published by the National Restaurant Association.
2. All State of Colorado Laws, Acts, Statutes and Regulations governing food and beverage service operations.
3. All applicable City of Grand Junction and Mesa County public health/sanitation regulations, rules and codes.
4. All applicable Federal Government Laws, Acts, Rules and Regulations.
5. Any and all applicable statutes, codes, regulations or requirements enacted by the City, County, State or Federal government or which become effective during the pendency of the Agreement.

#### Sanitation Regulation and Job Inspection

1. Informal inspections of the Facilities are to be conducted weekly by the Concessionaire. An inspection checklist is to be prepared and completed by the Concessionaire for each inspection, and said checklists are to be made available to the City upon its request. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report.
2. Informal inspections of the Facilities are to be conducted daily by the concessionaire with immediate corrective measures taken for any deficiencies noted.
3. Formal inspections of the Facilities are to be conducted a minimum of four (4) times per year, on a quarterly basis, by the City's designated representative, accompanied by the Concessionaire.



**Request for Proposal  
RFP-4302-16-DH**

**Food & Beverage Service  
for Tiara Rado Golf Course**

**RESPONSES DUE:**

November 29, 2016 prior to 3:30 PM MDT

**Accepting Electronic Responses Only**

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

**<https://www.rockymountainbidsystem.com/default.asp>**

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

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

**(970) 244-1545**

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

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

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

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

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer

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

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified food management businesses/professionals to provide professional management of the Food and Beverage Services at Tiara Rado Golf Course.
- 1.3 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **Mandatory Site Visit/Briefing:** A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Tiara Rado Golf Course Club House located at 2057 S. Broadway, Grand Junction, CO on November 15, 2016 at 10:30am.**
- 1.5 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 **Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. 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. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603).

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 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 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. 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.

- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## **SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS**

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



subsequently modify the terms of performance, except as outlined or specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.6. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.7. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.8. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.9. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.16. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.18.2. 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.
  - 2.18.3. 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.
- 2.19. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.20. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.21. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.22. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.23. 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.
- 2.24. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.25. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or

resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. 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.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.31. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.33. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.34. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

**2.36. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

**2.37. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

**2.38. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

**2.39. Definitions:**

2.39.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

2.39.2. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.39.3. "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.39.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

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

**SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this

Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

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

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

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) 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:

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

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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

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

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General/Background:** Tiara Rado is a scenic 18-hole course with a driving range at the base of the Colorado National Monument with a driving range and a clubhouse. Red cliffs tower overhead as scenic vistas of the Grand Valley offer a serene diversion. It is a fully certified Audubon Cooperative Sanctuary Golf Course. The course is historically open for play year round and the number of rounds of golf played annually is approximately 67,000 (9 hole rounds). The golf course has a full service liquor license with optional premises which allows alcohol beverage service on the golf course held by the contractor.

The Tiara Rado Club House was constructed in 1991 and consists of 1,038 square feet in the kitchen area with 256 square feet of storage. The dining room has a seating capacity of 250 within its 3000 square feet and additional capacity on the patio. The club house has men's and women's restroom facilities and additional storage or office space adjacent to the dining room and a small bar area. The Pro Shop and snack bar concession areas are separated from the restaurant area by an outdoor covered mezzanine. In addition, it also features a golf learning center.

The course has great playing conditions with an average of 275 days of sunshine. The City consistently upgrades facilities and improves the condition and character of the course through on-going capital improvements. The improvements are funded by the City's Golf Course Expansion fund and operating revenue reserves.

- 4.2. Specifications/Scope of Services:** The Contractor shall have the exclusive right to provide food and beverage (alcoholic and non-alcoholic) banquet, catering, concession and vending sales and services at Tiara Rado, as well as the operation of certain areas of the facilities designated by the City (kitchen, storage space, bars, fixed and mobile concessions). All such services and sales shall be conducted and operated under the supervision of the Contractor. The Contractor shall conduct all such services and sales at such times, locations and purpose as approved or designated by the City. At no time shall the food or beverage service to golfers be interrupted by private party or catering services.

Tiara Rado shall be operated as a full-service food and beverage facility.



The City will give the Contractor advance notice of the nature of scheduled activities events and functions and such information as is available regarding the probable attendance at each such activity or event when possible. Every reasonable effort will be made by the City to notify the Contractor of the cancellation of a previously scheduled activity, event or function to which due notice has been given the City. The Contractor shall be held accountable for furnishing full and adequate service, as determined by the City for the full period of time required for any activity, event or function for which the City has provided notice to the Contractor. All such private functions shall be scheduled with and approved by the Parks & Recreation Director or his designee.

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

The Contractor shall prepare appropriate sample menus for distribution to prospective users of the facility. All menus shall include the food and beverages available and prices. All menus shall be subject to the approval of the Parks & Recreation Director prior to distribution and shall be used by the City for sales and marketing purposes.

**Acceptable Food Items:** Except as otherwise provided in this Contract, the Contractor shall sell those food and beverage commodities, products and/or articles normally found in catering, concession, and vending operations of this type. The City may require the Contractor to sell items which, in the City's discretion, are necessary for the operation of the food service facilities at Tiara Rado may limit or require discontinuance of the sale of any products, commodities and/or articles which the City deems are not in the best interest of the operation of the food and beverage service facilities.

**Food Quality:** The Contractor will not sell food and beverage commodities, products, and/or articles of inferior quality. This condition does not require the Contractor to rely exclusively on one seller or manufacturer's items(s), but several manufacturers or sellers may be used or the Contractor's original source may be changed in the interest of quality, competition and public appeal.

**Commodity Sources:** The Contractor shall purchase food and beverage commodities, products, articles, and operating supplies from whatever source or sources that will establish and effect procedures which assure the quality and quantity required at the most economical prices, it being understood that the Contractor shall avail itself of all lawful trade, cash, quantity discounts and rebates and all such discounts and rebates, both local and national, shall insure to the benefit of the food and beverage concession, catering and vending sales and services hereunder.

**Legal Compliance:** The Contractor shall sell only food and beverage commodities, products and/or articles that comply with all applicable federal, state and local laws, acts, orders and/or regulations.

**Contractor Inspection:** All food and beverage commodities, products and/or articles received by the Contractor for use in performing its obligations under this Contract shall be inspected by the Contractor upon delivery for quality and quantity compliance with its original order. The Contractor shall store all such food and beverage items in proper areas in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis.

**Packaging:** The Contractor shall cover all refreshments and food exhibited for sale in showcases or other suitable containers. The Contractor shall wrap all pre-packaged sandwiches, cakes and other similar products in cellophane or similar transparent wrapping appropriate to the food service industry.

**City Inspection/Approval/Rejection of Commodities:** All food and beverage commodities, products and/or articles kept for sale by the Contractor under this Contract are subject to inspection and approval or rejection by the City at any time during the term of this Contract. The Contractor shall immediately remove from the golf facilities all rejected food and beverage commodities, products and/or articles and such shall not be returned for sale by the Contractor under this Contract.

**Food and Beverage Pricing:** As a matter of general policy, prices of food and beverage commodities, products and/or articles sold by the Contractor pursuant to this Contract shall not be higher than those charged at comparable restaurants, bars, snack stand facilities, hotels, stadiums, convention centers, arenas, etc., for the same quality merchandise and services within this geographical area of Western Colorado. Prices must be posted in the menu, displayed on all stands and vendor's equipment as appropriate.

**Price Schedule:** The Contractor shall submit a detailed price schedule to the City based on current market conditions for any and all food and beverage commodities, products and/or articles it proposes to sell under this Contract. The price schedule shall include the size, weight, quantity and price of each proposed food or beverage product, commodity and/or article. The price schedule and all prices shown thereon are subject to the approval of the City. The Parks & Recreation Director and the Contractor shall, on a quarterly basis, or as deemed necessary by the City or the Contractor, review the price schedule of all products, commodities and/or articles sold under this Contract. Any changes in the price schedule are subject to the prior approval of the City. The City reserves the right to reasonably regulate the prices charged by the Contractor.

**Permits/Licenses:** Licenses issued by the City, the County and the State are necessary requirements to Contractor's operation. Contractor must obtain all necessary licenses at its sole and separate expense and shall

maintain the same in full force and effect during the term of and under the conditions of the Agreement. The Contractor shall pay the annual renewal fees for all licenses. All beverages served shall be canned or contained in plastic cups or containers if consumed on the golf courses. Contractor shall strictly enforce and limit containers as provided by this paragraph and furthermore, the Contractor and/or the Manager shall not serve or dispense beverages in violation of applicable law.

**Alcoholic Beverage Activity Approval:** The types of concession and catering activities, events, functions at which wine, beer or other alcoholic beverages are sold by the Contractor under this Contract are subject to the prior approval of the City and subject to any policies and procedures established by the City regarding such activities, events or functions.

**Alcohol Awareness Training:** The Contractor must provide at its own expense an alcohol awareness training program for its employees and provide the City with complete information regarding such program.

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

**Necessary Small Wares:** The Contractor shall supply all small wares necessary to accommodate guests during operations under this agreement. The Contractor shall maintain the small wares in good and presentable condition, including ensuring that said small wares are washed after each use to achieve maximum cleanliness and sanitation. The Contractor's washing of glassware and cutlery must produce spotless drying. The small ware replacement costs shall be deemed a controllable expense of the Contractor and shall not be reimbursed by the City.

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

**Uniforms** are to be provided by the Contractor for all of its employees. Type, color, style and dress code for uniforms shall be at the discretion and approval of the City. The appearance of the Contractor's employees is the sole responsibility of the Contractor. Uniforms must be cleaned or laundered on a regular basis as required for hygiene and professional appearance at the cost of the Contractor.

**Linens** shall be provided by the Contractor. The Contractor shall adhere and be held to the strictest high level standards.

**Maintenance:** The Contractor shall maintain, at all times, the kitchens, assigned storage areas, food and beverage preparation/service areas and all related equipment, fixtures, paraphernalia, material, utensils and other miscellaneous items therein, in a clean, sanitary and operable condition. It is understood the Contractor shall comply with all applicable health and sanitation laws and regulations as well as permit and facilitate

inspection of its food and beverage service operation under this Contract by the City, its representatives and by authorized public authorities.

The Contractor must not discharge grease into the drains and must keep grease in containers for disposal by the Contractor. If the Contractor fails to comply with this provision, any cost charge or expense incurred in opening, cleaning and/or repairing drains for such discharge will be paid by the Contractor.

The Contractor shall transport all waste materials, including grease, from the kitchens, storage areas and food and beverage preparation/service areas to waste receptacles at the garbage pick-up areas. Such removal shall be made during and after each activity, event, or function and all trash handling costs shall be borne by the Contractor.

**Alterations, Modifications and Repair:** The Contractor shall be responsible for and shall repair any and all damage to the kitchens, storage areas, food and beverage preparation/service areas, concession areas and all related equipment, fixtures, improvements, appurtenances, floors, walls, and other property therein where said damage occurs during the Contractor's use of the respective area. At the termination of the contract, the Contractor will be responsible for leaving the premises in the same condition as existed at the inception of this Contract, reasonable wear and tear expected, and will reimburse the City for damage to the premises.

The Contractor shall obtain the written approval of the City prior to making any alterations or modifications to, or installation of, equipment in the kitchens, storage areas and food/beverage preparation/service areas. All approved alteration and modifications shall be constructed and completed in a competent and skillful manner by professionals licensed to do business in the City. All approved alterations and modifications shall be accomplished only after the applicable licenses and permits have been obtained and they must meet all applicable State and local codes.

**Sanitation:** The Contractor shall follow and comply with the Sanitation Regulations and Job Inspection requirements as stipulated herein. The Contractor shall provide the City with a description of its approach to sanitation practices and a description of its program used to train its employees in proper sanitation procedures.

The Contractor shall maintain the Facilities, including, but not limited to the kitchen, food preparation, dining, service and banquet areas and all equipment, fixtures, materials, utensils, accessories and other items therein in a clean and sanitary manner. Contractor shall clean and maintain the restrooms at Tiara Rado Golf Course. Contractor shall comply with all applicable health and sanitation laws and regulations in effect for the food/beverage preparation and service areas. The Contractor shall permit and facilitate inspection of the food/beverage preparation and service areas by the City and its representatives, and by any and all authorized public health, sanitation, building and fire authorities. The following shall establish the minimum sanitation guidelines for the Contractor:

- The Sanitation code of the U.S. Food Service Industry as published by the National Restaurant Association.
- All State of Colorado Laws, Acts, Statutes and Regulations governing food and beverage service operations.
- All applicable City of Grand Junction and Mesa County public health/sanitation regulations, rules and codes.
- All applicable Federal Government Laws, Acts, Rules and Regulations.

Any and all applicable statutes, codes, regulations or requirements enacted by the City, County, State or Federal government or which become effective during the pendency of the Agreement.

**Informal and formal inspections** are to be conducted by the Contractor. **Daily informal inspections** of the facilities are to be conducted with immediate corrective measures taken for any deficiencies noted. **Informal inspections** of the facilities are to be conducted **weekly** by use of an inspection checklist that is prepared and completed by the Contractor. Said checklists are to be made available to the City upon request. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report. **Formal inspections** are to be conducted a minimum of four (4) times per year, on a quarterly basis, by the City's designated representative, accompanied by the Contractor.

In the event that the City deems that the Contractor's sanitation services are unsatisfactory, the City reserves the right to contract for, or provide such sanitation services and charge the Contractor for said sanitation services. This right is in addition to all other rights the City may have under this Contract and the law as a result of the Contractor's unsatisfactory sanitation services.

The Contractor expressly agrees to comply with all codes, ordinances,

regulations and laws regarding environmental health and safety matters, including the use and disposal of cleaning agents and the like.

**Pest Control:** At the Contractor's expense, the Contractor shall engage and supervise exterminators to control rodents, other vermin and pests as is necessary. Such extermination services shall be supplied in all areas where food and beverage commodities, products and/or articles are prepared, stored and/or dispensed by the Contractor in performing its obligations under this Contract. Documentation of such services shall be retained and provided to the City. Should the services not be satisfactory, the City reserves the right to insist on extermination contract revisions, at the expense of the Contractor, that results in the desired outcome.

**Health Department:** Copies of all Health Department reports will be given to the Parks & Recreation Director within 3 days of receipt. A complete report of corrective measures taken or to be taken for any deficiencies noted should accompany the inspection report. Corrective action on all violations must be completed within 7 days or the contract may be terminated at the City's sole discretion.

**Human Resources:** The Contractor shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous to patrons. The Contractor shall also provide adequately trained relief personnel in the event of absences by primary staff.

The Contractor shall furnish all necessary qualified supervision for the performance of its concession and vending services under this Contract.

The Contractor assumes full responsibility for all actions of its personnel's performance and/or non-performance of services, obligations, and/or duties under this Contract, and shall be solely responsible for their supervision, daily direction and control, payment of wages/salary (including withholding and income taxes, unemployment insurance, workers' compensation, and Social Security) and the like, as required by applicable federal, state and/or local laws.

All of the Contractor's employees that are engaged in the preparing, handling, serving and storing of food and beverages for catering, concession and vending services and sales under this Contract must meet all applicable state, county, city and local health code requirements for such operations.

The Contractor's employees may accept, but shall not solicit tips/gratuities during the performance of their duties.

The Contractor is an independent contractor, and none of the Contractor's employees or agents shall be considered an employee of the City. The Contractor and Contractor's employees or agents shall make no claim of City employment or claim any related employment benefits from the City. The Contractor has no authority to nor shall contractor represent that it has authority to bind the City in any manner.

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

Tiara Rado: The Contractor shall pay the City during the initial contract period a flat fee for lease plus a percentage of the monthly gross sales. The fee amount is \$1,300 per month. Payments shall be due not later than the 7th day of the month.

The Contractor has the option to submit an alternative fee proposal for consideration for Tiara Rado Golf Course, and the City may negotiate prior to contract award.

**Records, Accounting, & Auditing:** All Contractor's operation must conform with the laws and ordinance of the City of Grand Junction, the State of Colorado and the Federal Government.

The successful Contractor shall furnish to the City a complete profit and loss statement, prepared on the accrual accounting basis, utilizing generally accepted accounting principles, for all food, beverage, vending activities and sales of goods.

The successful Contractor shall keep proper, adequate and accurate books and records, prepared in accordance with an accounting system satisfactory to the City, of all business and transactions. Such records shall include, without limitation, the daily receipts (including cash register tapes), daily sales and business done by the Contractor in, on, from or through the premises. The Contractor shall preserve and make available for audit and examination by the City such books and records, as well as a copy of all business and sales tax returns to be filed with the City, Mesa County and the State of Colorado. Audits may be conducted by the City upon three (3) days written notice at any time, but said audit(s) shall not be required unduly or excessively, and in no event shall exceed one (1) per month.

- 4.3. Mandatory Site Visit/Briefing:** A mandatory site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the mandatory site visit shall not be eligible to submit a response to this RFP. The site visit shall be held at the Tiara Rado Golf Course Club House located at 2057 S. Broadway, Grand Junction, CO on November 15, 2016 at 10:30am.
- 4.4. Term of Contract:** This contract shall be for the Food and Beverage Service for Tiara Rado Golf Course on or about January 1, 2017, through December 31, 2017. The City reserves the right to renew this contract three (3) additional one (1) year periods annually upon review and recommendation of the Parks and Recreation Director, the satisfactory negotiation of terms, and the annual availability of budget appropriation.

**4.5. RFP Tentative Time Schedule:**

- |  |                    |
|--|--------------------|
| • Request for Proposal available                 | November 4, 2016   |
| • Mandatory Site Visit                           | November 15, 2016  |
| • Inquiry deadline, no questions after this date | November 17, 2016  |
| • Addendum Posted                                | November 22, 2016  |
| • Submittal deadline for proposals               | November 29, 2016  |
| • Owner evaluation of proposals                  | Nov 30-Dec 5, 2016 |
| • Interviews/Food Tasting                        | December 12, 2016  |
| • Final selection                                | December 14, 2016  |
| • Contract execution                             | December 16, 2016  |
| • Services begin no later than                   | January 2, 2016    |

**4.6. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)



## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to F**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in the development, management and/or operation of similar business enterprises. Qualification information should include:
- Name of **previously owned/managed facility or facilities**, number of years in operation, reason for closing facility or changing position(s). The history shall show your Food & Beverage experience for a **minimum of the past five years**. The statement must include if you owned, managed or leased the operations and how many special banquet events annually.
  - **Experience** to include number of years managing/owning Food & Beverage services with full service liquor license and a diversified menu; number of years experience supporting special banquet activities in cooperation with special events or activities that are being held simultaneously.
  - **Sample Menu** with suggested pricing for Tiara Rado Golf Course.
  - The Contractor has the option to submit an **alternative fee proposal** for consideration for Tiara Rado Golf Courses, and the

City may negotiate prior to contract award.

- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP, to include managing the Food and Beverage Service at Tiara Rado Golf Course, and your philosophy on how you intend to meet the needs of the customers. Your proposal should discuss proposed menu(s) and pricing based on your understanding of the City's requirements. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in the Food & Beverage business. Proposers shall successfully pass a background check conducted by the City to the City's sole standards.
- E. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

**6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

**6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Necessary resources
- Experience
- Business Plan
- Required skills
- Demonstrated capability
- References
- Financial Stability

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

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

**6.3 Oral Interviews:** The City intends to invite the most qualified rated proposers to participate in an oral interview/food tasting. The Contractor will be asked to explain their business model and provide a sampling of proposed food to the selection committee.

**6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4302-16-DH Food & Beverage Service for Tiara Rado Golf Course**

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

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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

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

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

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

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

State number of Addenda received: \_\_\_\_\_.

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

\_\_\_\_\_  
Company Name – (Typed or Printed)      Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature      Phone Number

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

\_\_\_\_\_  
City, State, and Zip Code      Date

**Equipment Furnished by the City - Tiara Rado**

<u>Qty.</u>	<u>Equipment Description</u>
<u>Kitchen</u>	
1	Range & Oven (6-Burner & Conventional Oven, 68")
1	French Fryer (Double Gas, 28")
1	Broiler (Gas, 28")
1	Sandwich Prep Unit (Stainless Open Top, 72")
1	Walk-in Cooler (120 Sq. Ft., 10'x12')
1	Freezer (2-Door, 52"x34")
1	Refrigerator (3-Door, 78"x32")
1	Dishwashing System (Dishwashing Unit)
1	Dishwashing System (Tables)
1	Hood System (12' Stainless Hood)
1	Hood System (Exhaust Fans for 12' Hood)
1	Fire Protection System (to fit 12' Hood)
1	Ice Machine (1,200 lb. Capacity)
1	3-Compartment Sink (10', 121"x23 1/2')
1	Hand Wash Sink (Stainless 28")
2	8' SS HD Prep Table
3	4' SS HD Prep Table
1	4' SS LD Prep Table
6	4 Wireless Shelves
6	Shelves
1	Crown X Warmer
1	Chefmate GC 12D Slicer
1	Robot Coupe R2 Food Processor
3	Carts
3	Gas Portable Range
x	Bus Tubs
x	Sautee Pans
x	Sauce Pans
x	Sheet Pans
x	Silverware
x	China
x	Glassware
x	Chafing Pans
x	Display Trays/Bowls
x	Banquet Utensils
x	Serving Trays
x	Salt/Pepper/Sugar
3	Beverage Servers
1	Coat Rack
1	Micros RES 3000 POS System w/Operating Manual
1	Phone System
X	Patio Tables
X	Oak Furniture
X	Round Table
1	Infrared Heater
1	PA System
X	High Chairs
1	Vacuum
X	Table Skirting
1	Upright Freezer
1	Beverage Cooler (Stainless 96")

- 1 Bar Sink (3-Comartment 120")
- 1 Front Bar (Wood 144")
- 1 Back Bar (Wood Cabinets 144")
- 18 Tables (Formica Top 36"x36")
- 164 Stacking Chairs (Metal with Vinyl)
- 12 Folding Tables (Formica 96")



Purchasing Division

## **ADDENDUM NO. 1**

**DATE: November 23, 2016**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Food and Beverage Service for Tiara Rado Golf Course RFP-4302-16-DH**

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

Please make note of the following clarifications:

1. Q. After reviewing the RFP for Food and Beverage Service of Tiara Rado Golf Course I see that the term of the contract, as stated in 4.4 is one (1) year. As with the section pertaining to 'Financial Provisions and Fees' there is an option for the contractor to submit alternative fees structures. Is there also an option to propose an option for a longer original term then one (1) year?
  - A. The City is willing to discuss/negotiate options for the length of the contract term with the selected preferred proposer for this project.
2. Section 4.2, paragraph titled Financial Provisions & Fees, Tiara Rado the language "...plus a percentage of the monthly gross sales" shall be removed from the solicitation language.
3. Q. Is the beverage cart fee included in the flat fee amount of \$1,300 per month?
  - A. No. The beverage cart fee of \$800 per year is in addition to the \$1,300 per month fee.
4. Q. Is the City planning to provide funds for any modernization/renovaton of the facility?
  - A. No, not at this time.
5. The current food and beverage provider has agreed to supply financial information of the operations of the facility, as well as an asset listing. See attached.

Sales for 10 months thru Oct 31, 2016

Food---\$147,637  
Alcohol--\$165,661

Sales for 12 months Nov 1, 2015 thru Oct 31, 2016

Food---\$173,433  
Alcohol--\$179,741

6. See attached Site Visit Sign In Sheet.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado



Add. Equip. Included in Lease Agreement

Includes Section 179

Date Acq	Description	Meth/Life	Cost	Age Value	Depr Basis	Leg A/Depr	Curr Depr	Ind A/Depr	Depr Bal	
1/11/2013	ICE MACHINE	SLP / 7	3,781.00							
1/11/2013	ICE BIN	SLP / 7	1,000.00							
1/11/2013	6 BURNER COOKTOP W/OVEN & CASTERS	SLP / 7	2,207.00							
1/11/2013	36" GRILL W/OVEN & CASTERS	SLP / 7	3,576.00							
1/23/2013	GAS LINES FOR OVEN AND COOKTOP	SLP / 7	617.13							
1/1/2014	BAR COUNTERTOP-EPOXY-DEPOSIT	SLP / 7	600.00							
1/1/2014	REACH IN COOLER, BACK BAR COOLER	SLP / 7	3,192.79							
1/20/2014	BAR COUNTERTOP-EPOXY	SLP / 7	1,188.00							
1/30/2014	BENSERON P.O.S. SYSTEM	SLP / 5	6,635.39							
2/6/2014	BAR REFRIGERATOR	SLP / 7	190.57							
2/24/2014	BRASS BAR RAIL	SLP / 7	245.62							
3/6/2014	BAR BUILDOUT-SKELTON CONST	SLP / 7	9,675.00							
3/6/2014	ASUS T100T TABLET	SLP / 5	466.49							
	<b>TOTAL</b>		<b>33,374.99</b>							

EQUIPMENT OWNED BY PAT SERVICES

DEPREC.  
GAAP FMV

Date Acq	Description	Meth/Life	Cost	Age Value	Depr Basis	Leg A/Depr	Curr Depr	Ind A/Depr	Depr Bal	GAAP	FMV
5/4/2012	EVENT GRILL-SAM'S CLUB	SLP / 7	521.97	0.00	521.97	273.42	74.57	347.99	173.98		
8/11/2012	COMPUTER-BEST BUY	SLP / 7	608.23	0.00	608.23	296.87	86.89	383.76	224.47		
2/7/2013	BAR STOOLS (Natural Wood/Blk Vinyl)	SLP / 7	620.84	0.00	620.84	258.68	88.69	347.37	273.47		
2/19/2013	STAINLESS TABLE	SLP / 7	230.83	0.00	230.83	96.19	32.98	129.17	101.66		
2/27/2013	CONDIMENT CABINET-LOWES	SLP / 7	195.75	0.00	195.75	81.55	27.96	109.51	86.24		
2/28/2013	2 MERCHANDISERS, STAINLESS LIQUOR DIS	SLP / 7	1,371.56	0.00	1,371.56	571.49	195.94	767.43	604.13		
6/11/2013	STANDALONE AIR CONDITIONER	SLP / 7	429.52	0.00	429.52	158.51	61.36	219.87	209.65		
2/18/2014	ASUS WIRELESS ROUTER	SLP / 5	173.98	0.00	173.98	66.70	34.80	101.50	72.48		
2/26/2014	SWITCH FOR NETWORK	SLP / 5	53.80	0.00	53.80	20.62	10.76	31.38	22.42		
3/6/2014	ASUS T100T LAPTOP COMPUTER	SLP / 5	466.49	0.00	466.49	171.05	93.30	264.35	202.14		
3/17/2014	HP COLOR LASER PRINTER	SLP / 5	322.94	0.00	322.94	118.41	64.59	183.00	139.94		
4/10/2014	SILVER KING MUG CHILLER	SLP / 7	307.76	0.00	307.76	76.94	43.97	120.91	186.85		
4/10/2014	PERLICK SS DRAIN W/LOWER DISH RACKS	SLP / 7	183.47	0.00	183.47	45.87	26.21	72.08	111.39		
4/10/2014	CAMBRO ICE BIN	SLP / 7	237.93	0.00	237.93	59.48	33.99	93.47	144.46		
4/29/2014	TABLETOP VEGETABLE SLICER	SLP / 5	146.64	0.00	146.64	51.33	29.33	80.66	65.98		
8/5/2014	CUSTOM SHEDS STORAGE BUILDING	SLP / 7	2,390.00	0.00	2,390.00	483.69	341.43	825.12	1,564.88		
10/9/2014	TV-SAM'S CLUB	SLP / 5	1,020.51	0.00	1,020.51	255.13	204.10	459.23	561.28		
10/17/2014	MICROWAVE-GRAND VALLEY FOODS	SLP / 7	389.68	0.00	389.68	69.59	55.67	125.26	264.42		
1/19/2015	CONDIMENTS DISPENSERS	SLP / 7	279.55	0.00	279.55	39.94	39.94	79.88	199.67		
1/19/2015	KITCHEN AIDE MIXER W/ATTACHMENTS	SLP / 7	689.91	0.00	689.91	98.56	98.56	197.12	492.79		
1/21/2015	76 CHAIRS (Fabric back w/ wheels)	SLP / 7	1,104.19	0.00	1,104.19	157.74	157.74	315.48	788.71		
4/22/2015	SPECIAL EVENTS TENT-10X20-W/ACCESSOR	SLP / 7	456.12	0.00	456.12	48.87	65.16	114.03	342.09		
6/30/2015	STAINLESS STEEL PANS	SLP / 7	315.43	0.00	315.43	26.29	45.06	71.35	244.08		
8/25/2015	ELECTRIC COUNTERTOP FRYER	SLP / 7	287.83	0.00	287.83	17.13	41.12	58.25	229.58		
12/11/2015	RECEIVER/TUNER/AMP-FROM BEST BUY	SLP / 7	283.10	0.00	283.10	3.37	40.44	43.81	239.29		
12/12/2015	STAINLESS STEEL TABLE-SAM'S CLUB	SLP / 7	144.21	0.00	144.21	1.72	20.60	22.32	121.89		
1/7/2016	A 3 PATIO TABLES W/UMBRELLA STANDS	SLP / 7	284.68	0.00	284.68	0.00	40.67	40.67	244.01		
1/11/2016	A 4 KEG WINE DISPENSER	SLP / 5	2,789.15	0.00	2,789.15	0.00	557.83	557.83	2,231.32		
2/18/2016	A CHANGE MACHINE	SLP / 5	138.00	0.00	138.00	0.00	25.30	25.30	112.70		
2/18/2016	A KCUP VENDING MACHINE	SLP / 5	585.00	0.00	585.00	0.00	107.25	107.25	477.75		
2/29/2016	A KCUP WATER MACHINE	SLP / 5	265.00	0.00	265.00	0.00	48.58	48.58	216.42		
4/15/2016	A VACUUM SWEEPER	SLP / 7	722.48	0.00	722.48	0.00	77.41	77.41	645.07		
6/17/2016	A VENDING MACHINE FOR SNACK BAR	SLP / 5	2,315.25	0.00	2,315.25	0.00	270.11	270.11	2,045.14		
	<b>TOTAL</b>		<b>20,331.80</b>						<b>13,640.35</b>		

<b>Solicitation Name:</b>	Food & Beverage Service for Tiara Rado Golf Course
<b>Solicitation #:</b>	RFP-4302-16-DH
<b>Date:</b>	11/15/2016
<b>Time:</b>	10:30am

# SIGN-IN SHEET



	Company Name	Representative Name	Phone	Email
1	Texas Food Company	Brent Miller	970 201-1786	texasfoodcompany@yahoo.com
2	Garfields	Sue Haman	970-986-9593	susanh48@aol.com
3	Kemper Sports	Rick Johnson	303-990-3707	RickJohnson@kemperSports.com
4	NEO CAREY	SELF	970 261-8180	nedcarey@msn.com
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# Texas Food Company

November 26, 2016

Brent Miller-Owner  
Texas Food Company  
2676 H Road  
Grand Junction, CO 81506  
(970) 201-1786  
[texasfoodcompany@yahoo.com](mailto:texasfoodcompany@yahoo.com)

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

Dear Mr. Hoff,

This letter is being submitted in regards to your Food and Beverage service Request for Proposal (RFP) 4302-16-DH. Texas Food Company is very interested in this position and I am confident our company will be a great asset to The City of Grand Junction for this specific food and beverage service.

We understand the golf season usually begins in January or February, whenever the snow melts, and runs until November or December, when it begins to snow again and the city closes the course down. We are also aware that any time the golf course is open, we will provide food and beverage service.

The City of Grand Junction's search for a food and beverage candidate ends here! Texas Food Company has an excellent track record of providing superior customer service combined with the highest food quality and strong managerial skills. Are you ready to hire a proven professional concessionaire?

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

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

Sincerely,



Brent Miller - Texas Food Company

# **Texas Food Company**

## **Qualifications/Experience/Credentials**

- Strong, accomplished management experience and customer/focused business (concessions and catering)
- Strong communication, organization skills and the ability to resolve problems in a timely manner and develop alternative solutions
- In-depth knowledge of menu items that are successful at sporting events
- Maintain and operate concession stands
- Broad knowledge of food and beverage items and its storage methods
- In-depth knowledge of various types of equipment and set up styles used in concessions
- Core staff will have a working knowledge of the point of sale system (POS)
- Familiarity with fountain drink machines, grill, fryer, food portables and warming units
- Sound personal knowledge of cash handling procedures, customer service principles, point of sale system (POS) and employee training and management
- Excellent mathematical skills
- My career in the foodservice industry began in 2004. Working in conjunction with a non-profit organization, we catered meals for 500 to 1000 people during fundraising events in South Texas. This venture lasted until 2007 when we moved to Colorado
- In 2010, Texas Food Company was officially formed and we purchased our first BBQ trailer. During this year we participated in local events such as Cinco de Mayo and the Palisade Peach Festival
- 2011 was the year of renovation at Stocker Stadium. Two Rivers Convention Center sub-contracted us to provide concession services for the majority of high school and college football games. In addition, we also provided concessions for district 51 band competitions
- I have managed Stocker Stadium Concessions for the past three and half years and the Moyer Pool Concessions for five. Both of these venues have been operated under contract with the City of Grand Junction
- During this time frame, our company has catered an average of forty events per year. Some of these events have included the Southwest Regional Intermediates All-Star Tournament, City of Grand Junction Christmas Party, Mav Club Tailgate Festivities, to name a few. Attendance at these events has ranged from twenty-five to four hundred guests, depending on the event
- I oversaw the entire JUCO Concessions operation for the past three years. This involved scheduling over 40 employees, completing inventory, pre-game preparations, and financial and administrative duties
- In addition to JUCO, during 2015 and 2016, there were a total of ninety-one and ninety-nine events serviced by Texas Food Company at Stocker Stadium respectively
- Other significant events held at Stocker Stadium that my company provided concessions for include the following: State Band Championship Competition, Mesa County Valley School District 51 district track meets, RMAC Baseball Conference Championships, NCAA Central Regional Baseball Championships, Mesa County Valley School District 51 high school graduations, Colorado Mesa University Graduation and NCAA football games
- I believe that Texas Food Company has a great relationship with the City of Grand Junction as well as the user groups of the Stadium, Mesa County Valley School District 51, the JUCO Committee and Colorado Mesa University. There is continual communication as Texas Food Company strives to bring superior service to the patrons and groups we serve

# Texas Food Company Proposed Menu for Tiara Rado Golf Course

## Food:

Smoked Nathan's Superdog	\$4.50
Hamburger	\$5.50
Cheeseburger	\$6.00
Cheeseburger Special (Grilled onions & Anaheim chili peppers with Spicy Mayo)	\$6.50
(2) Beef Fajita Tacos (Grilled onions & Anaheim chili peppers with Pico de Gallo and Flour Tortilla)	\$8.00
(2) Fish Tacos (Mahi Mahi) (Black Bean Salad with bell peppers, mango, corn and Strawberry Vinaigrette)	\$9.00
(3) Street Tacos (Ground Beef, Cilantro & Onions on a Corn Tortilla)	\$5.50
Grilled Cheese	\$5.00
Pulled Pork Sandwich (with Texas Baked Beans, Pickles, Sweet or Spicy BBQ Sauce)	\$8.00
Chopped Brisket Sandwich (with Texas Baked Beans, Pickles, Sweet or Spicy BBQ Sauce)	\$9.00
Philly Cheese Steak (Steak, Melted Provolone & American Cheese, Grilled Anaheim chili peppers, Onions with Spicy Mayo)	\$8.00
BLT Supreme Sandwich (Bacon, Lettuce, Tomato, Avocado, Fried Egg with Spicy Mayo)	\$7.50
Club Sandwich	\$9.50
Grilled Chicken Sandwich (Chicken breast, Bacon, Provolone Cheese, Fresh Baby Spinach, Tomato, Avocado with Spicy Mayo)	\$9.50
Smoked Turkey Salad (Assorted greens, Tomatoes, Cucumbers, Red Bell Peppers, Green Onions, Smoked Turkey)	\$9.00

Smoked Chicken Salad (Assorted greens, Tomatoes, Cucumbers, Red Bell Peppers, Green Onions, Smoked Chicken)	\$9.00
BLT Chopped Salad (Lettuce, Arugula, Tomatoes, Corn, Avocado, Bacon, Feta Cheese with salt, pepper, olive oil and lime juice)	\$9.00
Fish & Chips	\$9.00
Pulled Pork Nachos	\$6.50
Nachos	\$3.50
Soft Pretzel	\$3.50
French Fries	\$2.50
Cheese Fries	\$3.00
Bacon Cheese Fries	\$3.50

## Beverages:

Bottled Water	\$2.50
Gatorade	\$2.50
Bottled Soda	\$2.00
Iced Tea	\$2.00
Coffee	\$1.75
Hot Chocolate	\$1.75
Beer (12 ounce can) (Bud Light, Budweiser, Coors, Coors Light, MGD, Miller Lite)	\$3.00
Beer (16 ounce can) (Bud Light, Coors, Coors Light, Miller Lite)	\$4.00
Beer (12 ounce bottle)	\$3.50 - \$4.50
Wine (5 ounce pour)	\$4.00 - \$6.50
Bloody Mary	\$5.00 single/\$7.50 double

# **Texas Food Company**

## **Strategy and Implementation Plan**

Texas Food Company believes The City of Grand Junction is looking for a food and beverage provider who can provide quality service and quality product to the patrons that will be golfing at Tiara Rado Golf Course. This includes, but is not limited to: the equipment, labor, customer service, well stocked food supplies, and quality food and beverages for patrons of the golf course. How the food and beverage provider performs this service reflects on The City of Grand Junction, so it is very important to be professional in all aspects of the job.

The Scope of Services begins with organization and preparation. Prior to each event, adequate supplies will be ordered and on hand. Texas Food Company has established accounts with Pepsi, U S Foods and Sam's Club. At the conclusion of each week, an inventory of current supplies will be taken in order to prepare for the upcoming week. In addition, we will pay careful attention to upcoming special events in order to forecast additional inventory that may need to be purchased.

Texas Food Company recognizes that time is critical to the golfers who are on the course each day. That being said, it is imperative to have enough staff to service the patrons in a timely manner. We have an experienced labor pool that draws from multiple sectors of our community. Our goal is to plan and implement staffing schedules to ensure that excellent customer service standards are achieved.

The grill/cafe will remain open during established operating hours (11:00am - sunset). Upon closing Texas Food Company will conduct a thorough cleaning of the facility. There will be an inspection done each day before leaving to make sure all trash and debris are picked up and the location is clean and ready for the next day's business.

Texas Food Company makes every effort to conform to the rules and regulations set forth by the Mesa County Health Department. We provide training and educational resources to all employees so they can learn the basics of safe food handling. In addition, Texas Food Company will ensure compliance with operating guidelines related to the Tips programs. Ensure operations comply with all state and federal laws, rules, and regulations relating to food and beverage sanitation.

As we prepare for the daily and weekly assignments, Texas Food Company maintains an open line of communication with The City of Grand Junction. This enables us to have a clear understanding of our responsibilities. Texas Food Company is a bonafide food and beverage provider to fulfill your requirements.

Texas Food Company will ensure maintenance of all appropriate sanitation standards including, but not limited to, employee hygiene and uniforms, kitchen food service equipment and preparation areas, food storage areas, receiving areas, washing areas, dining areas, restrooms, and the beverage cart.

Texas Food Company will implement a cleaning and preventative maintenance program for appropriate fixtures, equipment and appliances.

Texas Food Company will monitor the purchase ordering and receiving program to maintain par-stock levels on food and beverage inventories. Ensure proper quantity and price levels on all menu

items.

Texas Food Company will maintain standards in production, presentation, services, facilities, and customer satisfaction.

Texas Food Company will assure the efficient and timely submission of all required operational, financial, budgeting and related reports.

Texas Food Company will work flexible hours as required to support food and beverage operations.

Texas Food Company staff will present a positive attitude, professional manner and appearance in all situations related to this contractual arrangement.

Texas Food Company is dedicated, and committed to, excellent customer service. We will make every reasonable effort to be in constant communication with Mike Mendelson and other pro shop personnel to plan and coordinate events that will provide quality experiences to patrons.

Texas Food Company will establish a comprehensive public awareness campaign so that the public is aware of the new options and choices available at the Tiara Rado Grill.

## Texas Food Company References

**Jaime Hamilton**

205 North 4th Street Grand Junction, CO 81501  
(970) 260-9375  
jaimeh@hlic.com

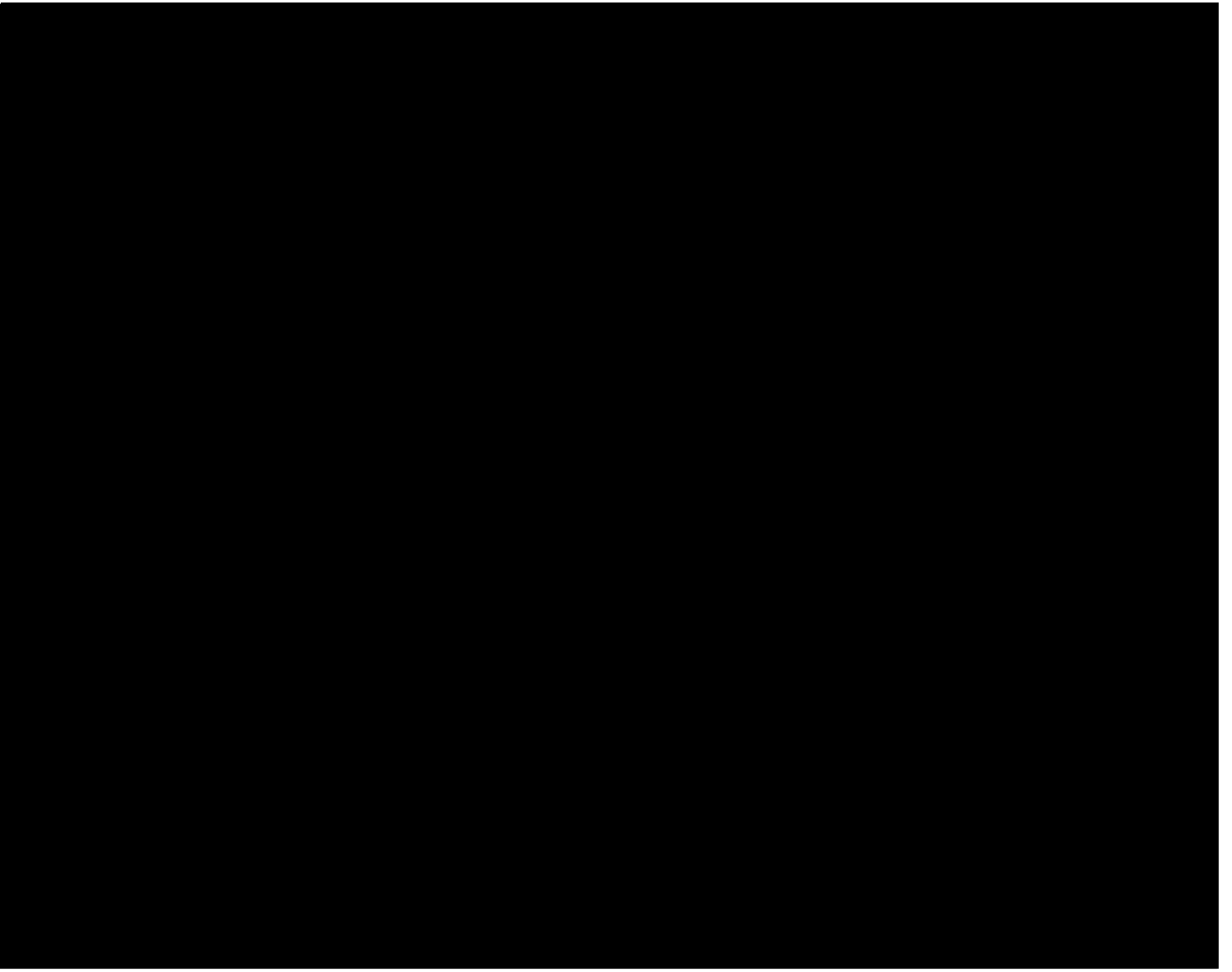
**Paul Cain**

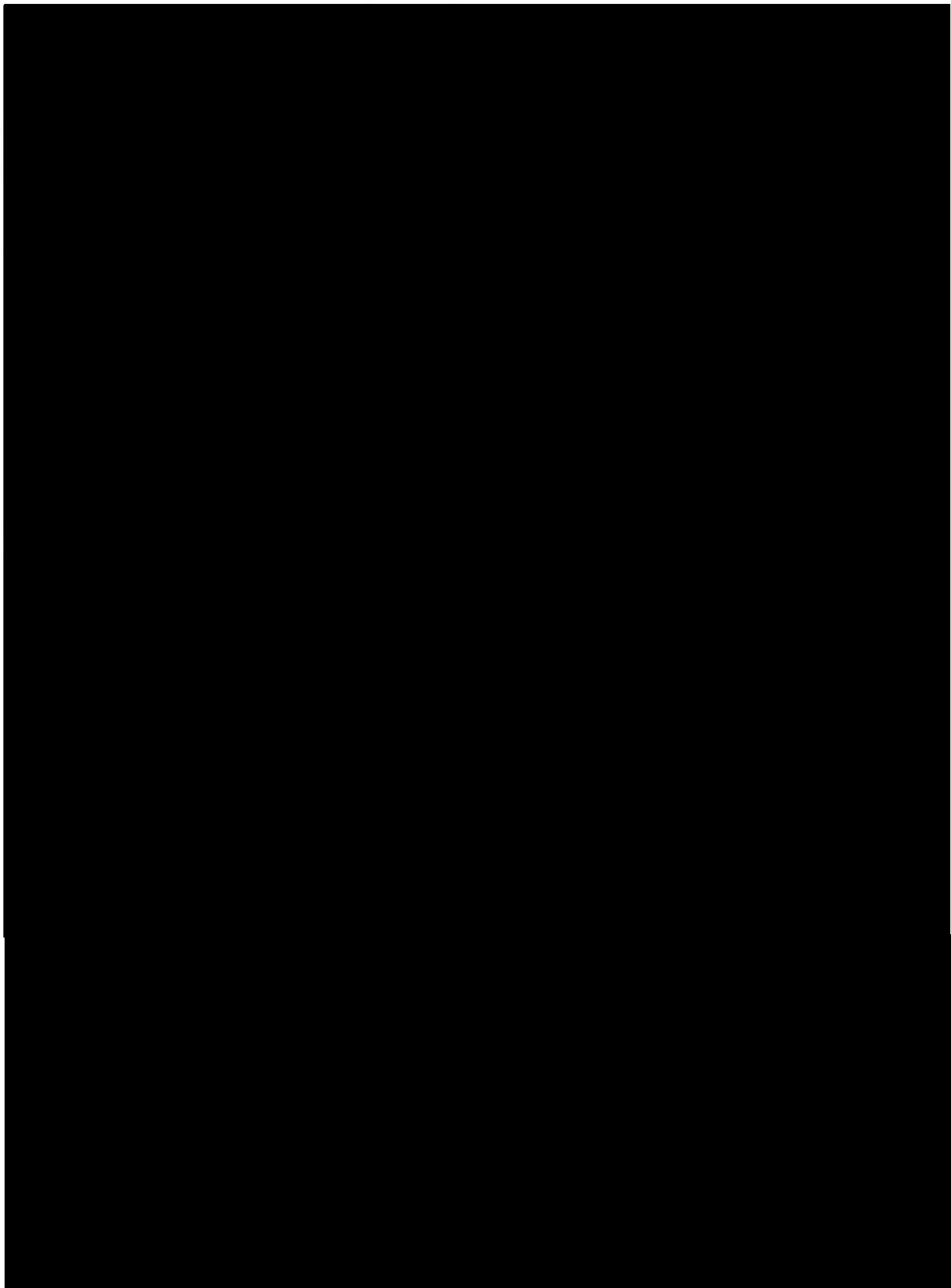
2115 Grand Avenue, Grand Junction, CO 81501  
(970) 254-5154  
paul.cain@d51schools.org

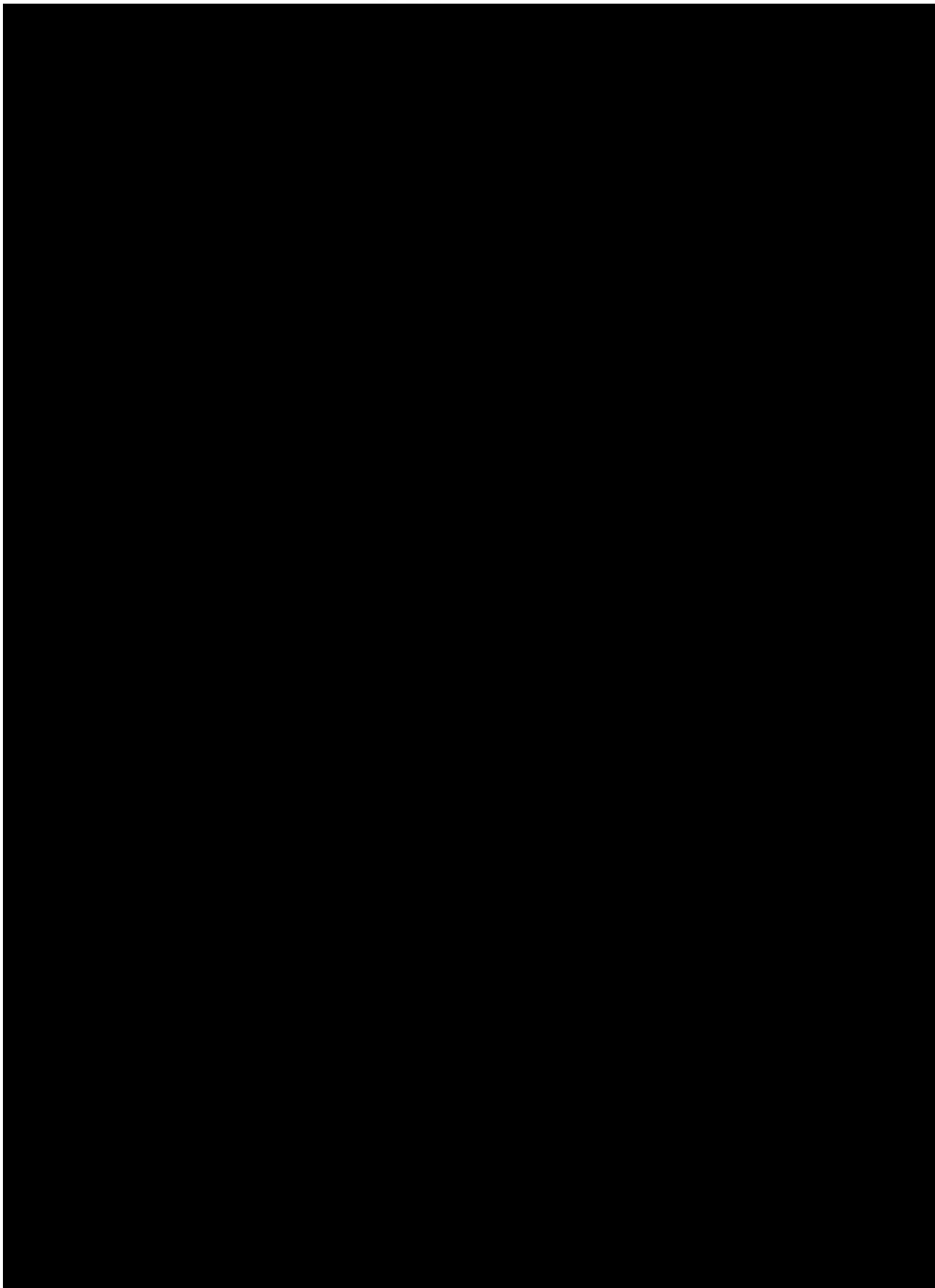
**Tom Spicer**

1100 North Avenue, Grand Junction, CO 81501  
(970) 248-1669  
tspicer@coloradomesa.edu









**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4302-16-DH Food & Beverage Service for Tiara Rado Golf Course**

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

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*The Owner reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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

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

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

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

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

State number of Addenda received:   1  .

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

<u>Texas Food Company</u> Company Name – (Typed or Printed)	<u>BRENT MILLER</u> Authorized Agent – (Typed or Printed)
<u>Brent Miller</u> Authorized Agent Signature	<u>970 201-1786</u> Phone Number
<u>2676 H ROAD</u> Address of Offeror	<u>texasfoodcompany@yahoo.com</u> E-mail Address of Agent
<u>Grand Junction, Co 81506</u> City, State, and Zip Code	<u>11-26-16</u> Date