



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P13-0061

Page 1 of 1

Description: Concessionaire Services for Rio Vista and Pioneer Parks

Amendment No. Three (3)

Date: 4/6/16

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on **6/30/16**. The contract is being extended and the new contract term is **7/1/16 – 6/30/17**.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Chris Miller 4-23-16
Signature Date

Chris Miller, Owner
Typed Name and Title

CM & Son
Company Name

11532 N. 76th Lane
Address

Peoria
City

AZ
State

85345
Zip Code

Attested By:

Rhonda Geriminsky
Rhonda Geriminsky, City Clerk

CC Number

ACON21713C
Contract Number



City Seal
Copyright 2003
City of Peoria, Arizona

John R. Sefton, Jr.
Director: John R. Sefton, Jr., Community Services Director

Kelli Kincaid
Project Manager: Kelli Kincaid, Recreation Manager

Approved as to Form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

May 3, 2016 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager

ACON21713C



CONTRACT AMENDMENT

Solicitation No. P13-0061

Page 1 of 1

Description: Concessionaire Services for Rio Vista and Pioneer Parks

Amendment No. Two (2)

Date: 3/9/15

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/15. The contract is being extended and the new contract term is 7/1/15 – 6/30/16

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Chris Miller

3-18-15

Chris Miller, Owner

CM & Son

Signature

Date

Typed Name and Title

Company Name

11532 N. 76th Lane

Peoria

AZ

85345

Address

City

State

Zip Code

Attested By:

Rhonda Geriminsky
for

Rhonda Geriminsky, City Clerk

John R. Sefton, Jr.

Director: John R. Sefton, Jr., Community Services Director

Brenda Rehnke

Project Manager: Brenda Rehnke, Recreation Manager

CC Number

Approved as to Form:

Stephen M. Kemp

Stephen M. Kemp, City Attorney

ACON21713B

Contract Number

The above referenced Contract Amendment is hereby Executed:

March 26, 2015, at Peoria, Arizona

Dan Zenko

Dan Zenko, Materials Manager



City Seal
Copyright 2003
City of Peoria, Arizona



CONTRACT AMENDMENT

Solicitation No. P13-0061

Page 1 of 1

Description: Concessionaire Services for Rio Vista and Pioneer Parks

Amendment No. One (1)

Date: 3/5/14

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/14. The contract is being extended and the new contract term is 7/1/14 – 6/30/15

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

<u>Chris Miller</u> Signature	<u>4-3-14</u> Date	<u>Chris Miller, Owner</u> Typed Name and Title	<u>CM & Son</u> Company Name
<u>11532 N. 76th Lane</u> Address	<u>Peoria</u> City	<u>AZ</u> State	<u>85345</u> Zip Code

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk

CC Number

ACON21713A
Contract Number



City Seal
Copyright 2003
City of Peoria, Arizona

John R. Sefton, Jr.
Director: John R. Sefton, Jr., Community Services Director

Brenda Rehnke
Project Manager: Brenda Rehnke, Recreation Manager

Approved as to Form:

Stephen M. Kemp
Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

April 23, 2014 at Peoria, Arizona

Dan Zenko
Dan Zenko, Materials Manager

ACON21713A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2013

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

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

PRODUCER MATT WOOSLEY, AGENT 6450 E CAVE CREEK RD SUITE 103 CAVE CREEK AZ 85331	CONTACT NAME: MATT WOOSLEY PHONE (A/C, No, Ext): 480-488-7822 FAX (A/C, No): 480-488-7825 E-MAIL ADDRESS: MATT.WOOSLEY.PCHM@STATEFARM.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	8380X3411	04/23/2013	05/08/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$	
				COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/> UMBRELLA LIMIT <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PART-TIME/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (If subsidiary to ME) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 97, Additional Remarks Schedule, if more space is required)
FOOD AND BEVERAGE DIST.

CERTIFICATE HOLDER Additional Insured: City of Peoria 8401 W. Monroe Street Peoria, Arizona 85345	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P13-0061** Proposal Due Date: **April 1, 2013**
 Materials and/or Services: **Concessionaire Services for Rio Vista and Pioneer Parks** Proposal Time: **5:00 P.M. AZ Time**
 Project No: **NA** Contact: **Lisa Houg, CPPB**
 Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: 602 501-2467 Fax: _____

Name: Chris Miller

Email: CMAndSon@SK.ns4life.com

CM & SON
Company Name

Chris Miller
Authorized Signature for Offer

11532 W 76th LN
Address

Chris Miller
Printed Name

Peoria AZ 85345
City State Zip Code

Owner
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

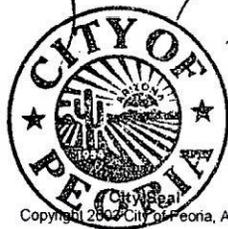
Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: [Signature]
City Clerk

City of Peoria, Arizona. Effective Date: May 16, 2013

Approved as to form:
[Signature]
Stephen M. Kemp, City Attorney



Copyright 2002 City of Peoria, Arizona

CC: _____

Contract Number:
ACON21713

Contract Awarded Date May 15, 2013

[Signature]
Dan Zenko, Materials Management Supervisor



SOLICITATION AMENDMENT

Solicitation No: P13-0061
 Description: Concessionaire Services for Rio Vista and Pioneer Parks
 Amendment No: One (1)
 Solicitation Due Date: April 1, 2013
 Solicitation Due Time: 5:00 p.m.

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg, CPPB

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The City has been asked for and is providing the design plans for the concession buildings for Pioneer Park and Rio Vista (see attached).

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Chris Miller 5-7-13
 Signature Date

Chris Miller Owner
 Typed Name and Title

CM & SON
 Company Name

11532 N 76th LN
 Address

Peoria City AZ State 85345 Zip

The above referenced Solicitation Amendment is hereby Executed

March 20, 2013

at Peoria, Arizona

Lisa Houg
 Lisa Houg, CPPB
 Contract Officer

HAYDON
 HAYDON ENGINEERING CORPORATION
 1400 N. CENTRAL AVE. SUITE 1200
 PHOENIX, ARIZONA 85004

ETWING-PHELPS & ASSOCIATES
 CONSULTING ENGINEERS AND ARCHITECTS
 401 N. CENTRAL AVE. SUITE 1200
 PHOENIX, ARIZONA 85004

COMMUNITY SERVICES
 CITY OF PEORIA, AZ

PROJECT SHEET
 PROJECT NO. 1500-01-001
 SHEET NO. 1500-01-001-01

REVISIONS

NO.	DATE	DESCRIPTION
1	1/25/12	ISSUE FOR CONSTRUCTION

CITY COMMENTS

NO.	DATE	DESCRIPTION

CITY OF PEORIA
 COMMUNITY PARK No. 2

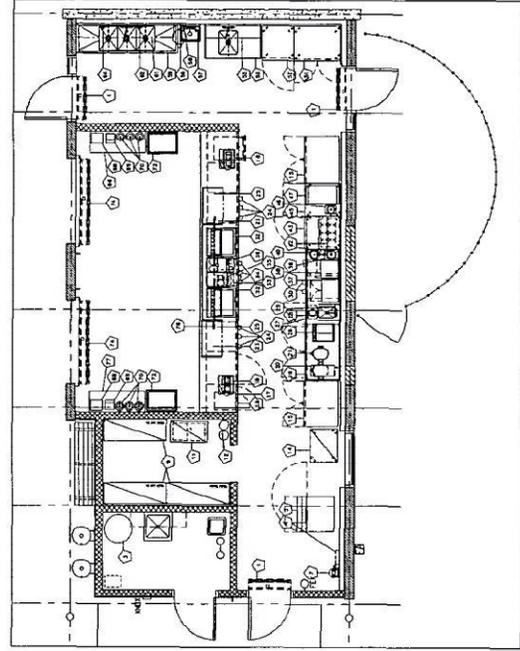
FOODSERVICE EQUIPMENT PLAN & SCHEDULE

252 OF 295

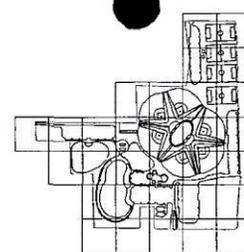
FS-1.1

EQUIPMENT SCHEDULE

Item	Qty	Description	Equipment Remarks
1	1	48" x 36" x 8" SS Counter	By SS
2	1	36" x 36" x 8" SS Counter	By SS
3	1	36" x 36" x 8" SS Counter	By SS
4	1	36" x 36" x 8" SS Counter	By SS
5	1	36" x 36" x 8" SS Counter	By SS
6	1	36" x 36" x 8" SS Counter	By SS
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12	1	36" x 36" x 8" SS Counter	By SS
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78	1	36" x 36" x 8" SS Counter	By SS
79	1	36" x 36" x 8" SS Counter	By SS
80	1	36" x 36" x 8" SS Counter	By SS



Foodservice Equipment Plan
 1/4" = 1'-0"



HAYDON
ARCHITECTURAL CORPORATION
140 EAST OGDON DR. SUITE 100
PEORIA, ILLINOIS 61654

STILES-PIRELL
ENGINEERS AND ARCHITECTS
1411 N. CENTRAL AVE. SUITE 100
PEORIA, ILLINOIS 61654

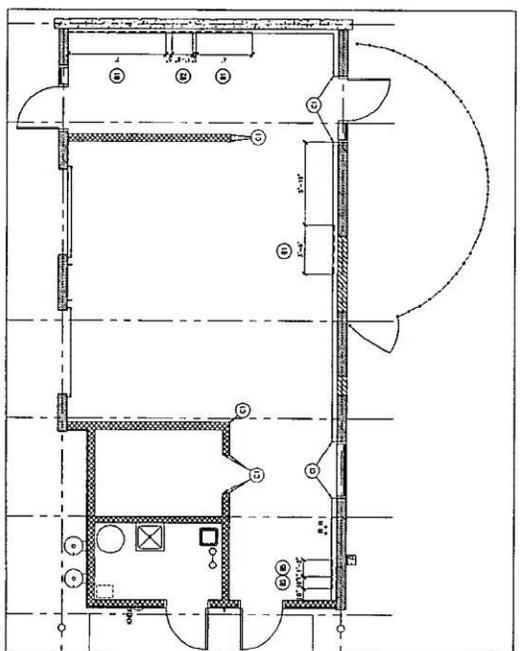
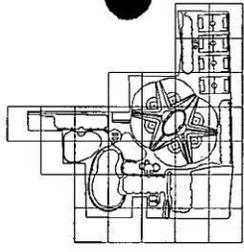
ENVIRONMENTAL PLANNING GROUP
1411 N. CENTRAL AVE. SUITE 100
PEORIA, ILLINOIS 61654

HAULLY
ARCHITECTS
1411 N. CENTRAL AVE. SUITE 100
PEORIA, ILLINOIS 61654

CITY OF PEORIA, AZ
COMMUNITY SERVICES

NO.	BY	DATE	REVISION

SCALE: 1/4" = 1'-0"
 1400-STATE ST
 PEORIA, ILLINOIS 61654

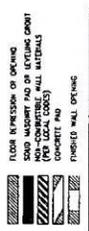


Foodservice Equipment Building Conditions Plan
 1/4" = 1'-0"

MAKING CONDITIONS INDICATED APPLICABLE

- 1. ALL WALLS TO BE FINISHED WITH GYP. BOARD.
- 2. ALL FLOORS TO BE FINISHED WITH POLISHED CONCRETE.
- 3. ALL CEILING TO BE FINISHED WITH GYP. BOARD.
- 4. ALL ROOF TO BE FINISHED WITH BURR. GUTTERS.
- 5. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK.
- 6. ALL EXTERIOR FLOORS TO BE FINISHED WITH CONCRETE.
- 7. ALL EXTERIOR ROOF TO BE FINISHED WITH BURR.
- 8. ALL EXTERIOR WALLS TO BE FINISHED WITH BRICK.
- 9. ALL EXTERIOR FLOORS TO BE FINISHED WITH CONCRETE.
- 10. ALL EXTERIOR ROOF TO BE FINISHED WITH BURR.

BUILDING CONDITIONS/VENTILATION SYMBOLS



VENTILATION NOTES

- 1. ALL ROOMS TO BE VENTILATED.
- 2. ALL ROOMS TO BE VENTILATED WITH MECHANICAL SYSTEMS.
- 3. ALL ROOMS TO BE VENTILATED WITH MECHANICAL SYSTEMS.
- 4. ALL ROOMS TO BE VENTILATED WITH MECHANICAL SYSTEMS.
- 5. ALL ROOMS TO BE VENTILATED WITH MECHANICAL SYSTEMS.
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- 10. ALL ROOMS TO BE VENTILATED WITH MECHANICAL SYSTEMS.

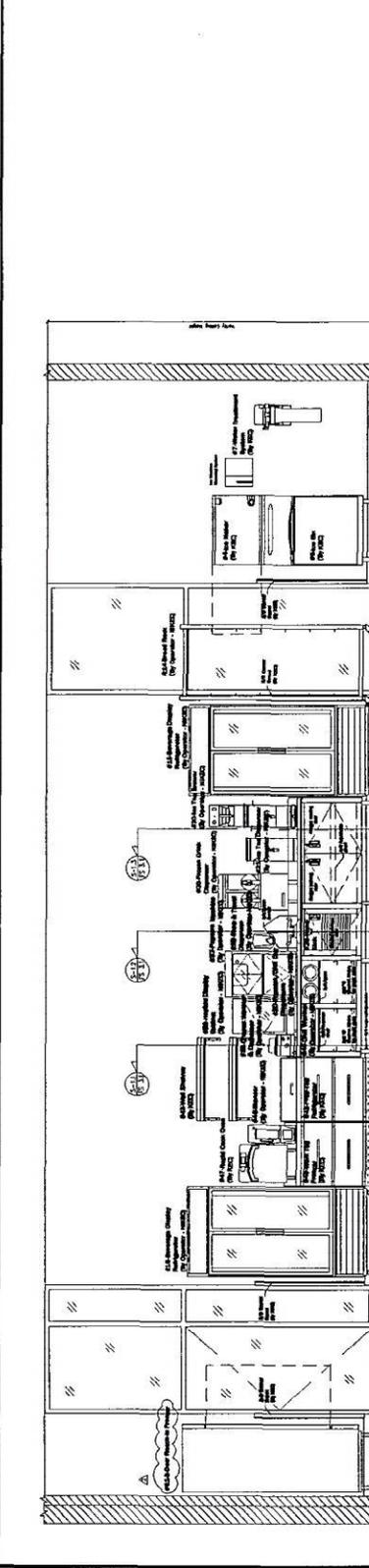
HAYDON
 HAYDON & ASSOCIATES
 400 EAST COTTONWOOD BLVD
 FORT COLLINS, CO 80501

ENVIRONMENTAL PLANNING GROUP
 ENVIRONMENTAL PLANNING GROUP
 141 N. SPURRY ST. SUITE 100
 FORT COLLINS, CO 80501

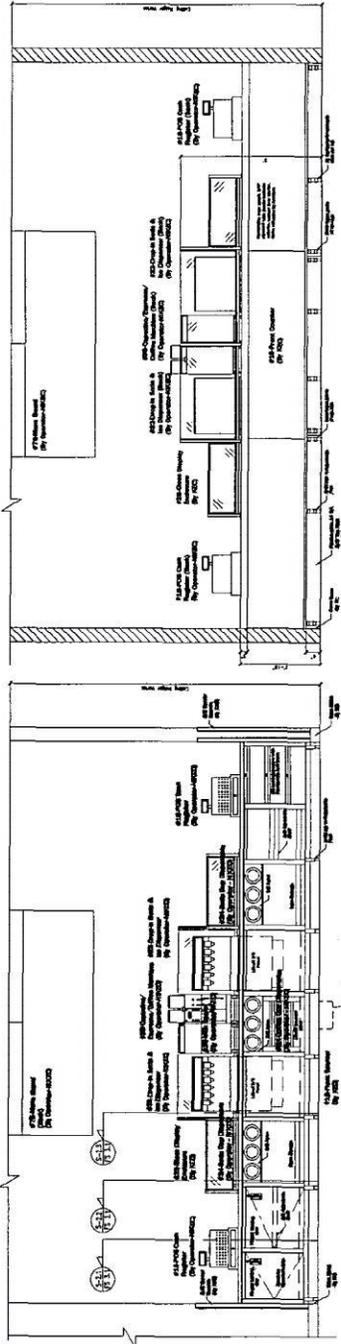
ENVIRONMENTAL PLANNING GROUP
 ENVIRONMENTAL PLANNING GROUP
 141 N. SPURRY ST. SUITE 100
 FORT COLLINS, CO 80501

NO.	REV.	DATE	REVISION	BY	DATE
1	NS	1/27/12	CITY COMMENTS		
2	RS	1/31/11	CITY COMMENTS		

SCALE: AS SHOWN
 SHEET NO. 400
 600 STATE ST
 FORT COLLINS, CO 80501

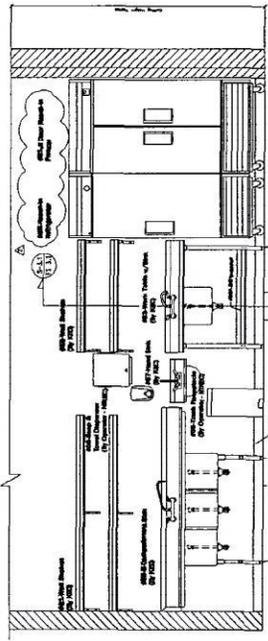


ELEVATION AT BACK WALL
 1/2" = 1'-0"

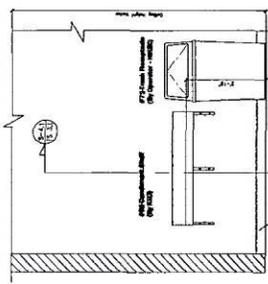


ELEVATION AT FRONT COUNTER-OPERATOR SIDE
 1/2" = 1'-0"

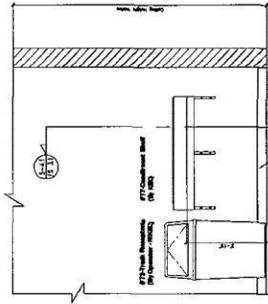
ELEVATION AT FRONT COUNTER-CUSTOMER SIDE
 1/2" = 1'-0"



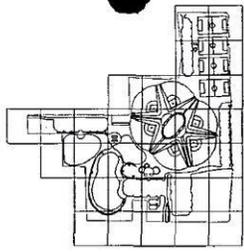
ELEVATION AT WARE WASHING & PREP
 1/2" = 1'-0"



ELEVATION AT CONDIMENT SHELF #66
 1/2" = 1'-0"



ELEVATION AT CONDIMENT SHELF #77
 1/2" = 1'-0"



CITY OF PEORIA
 COMMUNITY PARK No. 2

FOODSERVICE EQ ELEVATIONS
 256 OF 295
FS-2.1

ENVIRONMENTAL PLANNING GROUP
 ENVIRONMENTAL PLANNING GROUP
 141 N. SPURRY ST. SUITE 100
 FORT COLLINS, CO 80501



HAYDON
MECHANICAL CONTRACTORS
PHOENIX, ARIZONA 85006

CITY OF PEORIA
COMMUNITY SERVICES

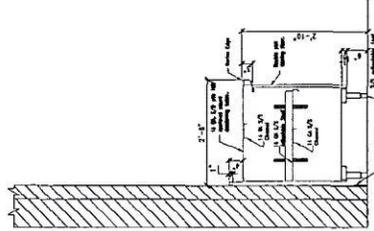


GDU
COMMUNITY DEVELOPMENT
1411 N. CENTRAL AVE. SUITE 200
PHOENIX, AZ 85018 (602) 985-2179

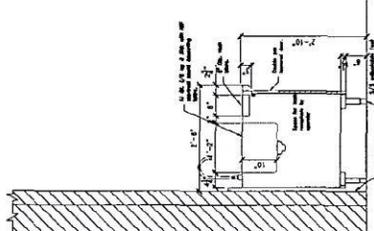
REVISED SHEET
DATE: APR 12, 2011
BY: [Signature]

NO.	BY	DATE	CITY COMMENTS
1	USB	1/27/12	

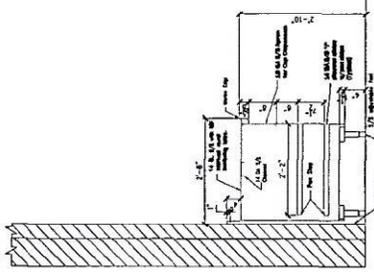
602-283-1100
602-283-1100
602-283-1100



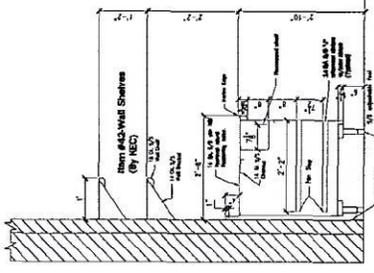
S-1.4 ITEM #19-Back Counter
3/4" = 1'-0"



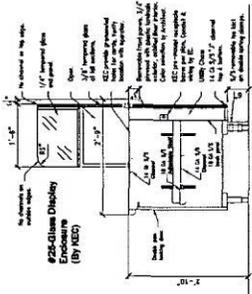
S-1.3 ITEM #19-Back Counter
3/4" = 1'-0"



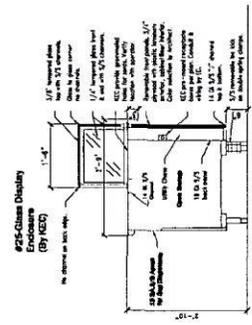
S-1.2 ITEM #19-Back Counter
3/4" = 1'-0"



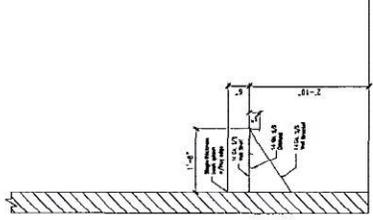
S-1.1 ITEM #19-Back Counter
3/4" = 1'-0"



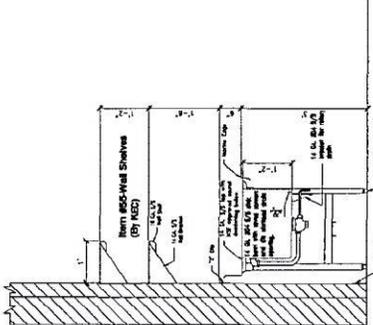
S-2.3 ITEM #16-Front Counter
3/4" = 1'-0"



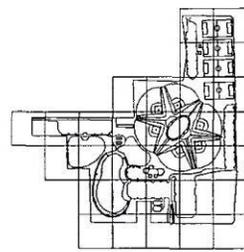
S-2.2 ITEM #16-Front Counter
3/4" = 1'-0"



S-4.1 Condiment Shelf
3/4" = 1'-0"



S-3.1 ITEM #53-Work Table w/Sink
3/4" = 1'-0"

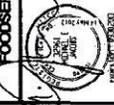


CITY OF PEORIA
COMMUNITY PARK No. 2

FOODSERVICE EQ SECTIONS

257 OF 295

FS-3.1





REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



STANDARD TERMS AND CONDITIONS

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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



STANDARD TERMS AND CONDITIONS

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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P13-0061

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Concessionaire Services for Rio Vista and Pioneer Parks.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Pre-Proposal Conference:** A conference will be held at the City of Peoria, Development and Community Services Building:

ADDRESS: 9875 N. 85th Avenue, 1st Floor
Peoria, Arizona 85345
Point of View Conference Room

DATE: Thursday, March 14, 2013

TIME: 10:00 a.m., Arizona Time

The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.
10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Method of Approach.
 - b. Experience & Qualifications.



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- c. Financial Considerations.
- d. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards.
16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
19. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.



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23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.



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- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

27. Confidential Information:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

28. Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

29. Identity Theft Prevention: The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date



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30. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

31. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

32. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

33. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.



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A. BACKGROUND

Rio Vista Park consists of a 4-diamond softball complex, 3 youth baseball fields, 2 multi-purpose fields, lake, skateboard park, 3 sand volleyball courts, water playground, group ramadas and a Recreation Center located on 52 acres at Thunderbird Road and Loop 101 (see attachment A). Concession buildings are located in the Softball Complex and Youth Baseball/Multi-Use Field Complex. Vending machines will be located at the Softball Complex, Baseball/Multi-Use Field Complex, Playground area and inside the Recreation Center; first and second floors.

Pioneer Community Park consists of a 6-diamond softball complex, 4 multipurpose fields, lake, dog park, sand volleyball courts, splashground, playground and group ramada located on 84 acres at 83rd Ave and Olive (see attachment B). The concession building is located in the softball complex. Vending machines will be located at the softball complex, multi-purpose fields and playground. The park is currently under construction and due to open fall 2013.

The City of Peoria is soliciting proposals from companies interested in providing food/ beverage services and vending machines in both Rio Vista and Pioneer Community Park.

B. CONCESSIONAIRE REQUIREMENTS

The City of Peoria requires that the Concessionaire shall:

Staff, manage, operate and maintain the concession buildings and vending machines to the highest industry standards and in the best interest of the City of Peoria and its citizens.

Operate concessions and vending machines and keep complete and accurate financial records of all business transactions and provide timely reimbursement to the City of Peoria.

Ensure concession operations is in full compliance with regulations and laws relating to the preparation and distribution of food, beverage and beer. The City of Peoria owns the liquor license for both parks; the Concessionaire will be listed as the manager on the license.

The Concessionaire shall have experience in preparing and serving food and drink that would encompass large numbers coming to the concession building before and after games.

The Concessionaire shall have financial resources that, in the opinion of the City, are adequate to ensure full and proper performance of the contractual agreement.

Concessionaire shall obtain and be responsible for all licenses involved with such operation.

Concessionaire will be responsible for any and all improvements to the building that was not previously done in the construction phase. The City of Peoria must approve such improvements in writing.



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The City of Peoria will provide and maintain the City owned appliances like the dishwasher, ice machine, fridge, etc (see attachment C). Concessionaire will be responsible for any damage to this equipment, concession room and storage room.

Concessionaire shall provide and maintain all other operating equipment on the premises utilized by the Concessionaire under the terms of this agreement.

Concessionaire shall submit to the Recreation Manager a monthly settlement report and a check payable to the City of Peoria, due no later than the 10th of the following month. The City will allow a five (5) day grace period. However, if the payment is not received by the 16th of the following month, the City will institute a \$50/day penalty fee until it is paid in full. If the vendor receives three (3) penalties within a 12 month period, it may be cause for cancellation of the contract by the City.

Concessionaire must have Microsoft Excel or compatible software so that the monthly settlement report can be completed electronically (see attachment D).

At the conclusion of the contract, Concessionaire will be responsible for returning the building/stands to their original condition. The Concessionaire will pay for any building damages done during the course of their business operations, outside the normal wear and tear.

Concessionaire understands and will post signs explaining the City of Peoria food and beverage policy for the concession buildings and vending machines.

Concessionaire shall propose a menu, with pricing, prior to use. The City of Peoria must approve all listed menu items and associated prices.

Any catering for events at the complexes will be with the knowledge and consent of the City of Peoria and will be subject to the same percentage of gross sales.

The City of Peoria will provide keys allowing access into the facility.

The Concessionaire shall only serve beverages that are Pepsi products due to an existing contract. Pepsi products must be purchased from a distributor acknowledging the City of Peoria as the contract holder. If the beverage choice changes during the term of this contract, the Concessionaire will be notified to change to the new contracted beverage.

The City of Peoria will provide screens or an insect fan at the concession stands to comply with Maricopa County Health Department regulations.

Concessionaire must have a Certified Food Manager (from Environmental Health Division) who will oversee the concession operations.

All food service workers must have current Food Service Worker cards from Environmental Health Division and supply a copy to the City of Peoria.



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All food service workers must be fingerprinted and background check through the Department of Public Safety (DPS). Results need to be given to the Recreation Manager when new staff are hired.

No on-site storage of any vehicles, trailers, carts, stands, etc. without written approval from the City of Peoria. Concessionaire shall remove any and all supplies and equipment, if requested, for any events not covered under the contract.

The Concessionaire will provide vending machines (i.e., snack and drink) at the Softball Complex, Multi-purpose Field Complex and playground area in both parks and the Rio Vista Recreation Center (i.e., lower and upper floors). Funds received will be included in the gross sales.

Beer sales must be included at the concession stands and can only be during adult leagues or adult tournaments. The City holds a Series 5 Government License. The Concessionaire will become a "manager" under the license and will be responsible to take any training that is necessary for the license. All licenses, liability insurance and permits (i.e., outside the City's Series 5 Government License) required by the State are the responsibility of the Concessionaire. The Concessionaire will submit to the city copies of all of the above and post all permits in the concession stands.

Term of agreement will be for one (1) year with up to 4 additional, mutually agreeable, 1-year extensions. Both the City of Peoria and Concessionaire will agree upon any extensions after each year. Concessionaire will have exclusivity for providing food/beverage in the softball complex and multi-purpose field complex at both parks, except for up to five (5) special events/tournaments per calendar year. These special events could be produced by the city or an outside promoter which would include outside food vendors and could require a special events liquor license to be obtained.

C. QUALITY OF SERVICE

The Concessionaire service provided shall be the highest quality attainable. Provide outstanding customer service to all patrons and ensure staff has the proper training. All concession areas, including the outside tables and surrounding area are to be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.

The Concessionaire shall provide services such that meet the needs of the patrons and they are satisfied. All food and beverages shall be of the highest standards of quality and purity and shall be appropriately prepared and serviced. All such products and services shall conform to the requirements of all applicable Federal, State, County and Municipal Laws and Ordinances.

If the Recreation Manager or their authorized representative finds fault with any aspect of the Concessionaire's operation (including and not limited to the procedures, equipment, employees, services, etc.) they shall confer with the Concessionaire for purposes of correction of said matters. The Concessionaire shall accomplish all said changes and corrections within forty-eight (48) hours after notice thereof. Failure of the Concessionaire to take appropriate action after notification from the Recreation Manager or their authorized representative may be cause for cancellation of the contract with the City.



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D. UTILITY SERVICES

The City of Peoria will provide trash and recycling containers for the Complexes. Concessionaire will work with the Maintenance Supervisor to determine the best method for removal of the Concessionaire-generated trash and recycling material on a daily basis. The City of Peoria has a 40-yard roll off container for trash and 90 gallon containers for recycling. Recycling is a priority for the City of Peoria. The Concessionaire will make every effort to purchase supplies that are in recyclable containers. The Concessionaire will let the public know when purchasing items which containers are recyclable. The goal is 75% of trash should be recycled.

The City of Peoria will provide and pay for all utilities utilized by Concessionaire at the buildings/stands during the term of this agreement exclusive of any damage caused to said utilities or applicable equipment. The City has the right to manage energy consumption and require any changes be made by the Concessionaire for their equipment or how the city-owned equipment and services are being used. Energy efficient equipment needs to be purchased and used in the facility.

The City will purchase an ice machine. This is to be used by the Concessionaire but also upon request by the staff for hydration of employees and first aid needs.

The City shall not be liable or responsible for any failure to furnish services set forth above occasioned by strikes or other work stoppage, or for the act of any other government agency or public utility. Nor shall the City be liable or responsible for failure to furnish such services due to breakdown or failure of apparatus, equipment or machinery employed in supplying said service. The City shall not be responsible for damage resulting from power failure, flood, fire, explosion or other causes.

E. CLEANING AND MAINTENANCE

Concessionaire will be responsible for the upkeep and daily cleaning of the concession buildings/stands throughout the contract. Standards must meet or exceed those established by the State of Arizona. Waste foods will be kept in closed containers until removed from the facility. Such removal shall be made promptly during and after leagues and events. Refuse, waste material and "green" materials shall be deposited by the Concessionaire in the proper outdoor litterbins provided by the City.

The Concessionaire shall not permit any waste, injury or damage upon or to the facilities or its equipment. At the end of each day, the Concessionaire shall leave the facilities and its equipment in at least the same condition as that in which they were at the commencement, excepting only normal wear and tear. Equipment or building items needing repair shall be reported to the Recreation Manager.

The Concessionaire shall not erect, maintain or keep at the facility any structure or equipment of any kind, whether temporary or otherwise, except with the written consent of the Recreation Manager or authorized representative. The Concessionaire shall not make any alteration in or addition to nor post any signs upon any part of the facilities premises or permit signs to be posted for advertising of goods of any nature on facilities premises or on vendor's personnel or equipment without prior permission in writing from the Recreation Manager.



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F. EQUIPMENT AND SUPPLIES

The City of Peoria will provide the equipment as indicated in Attachment C. All said equipment remains the property of the City of Peoria and shall not be removed by the Concessionaire.

The Concessionaire shall be responsible to obtain and provide, at its sole cost and expense, all equipment and supplies, not provided by the City of Peoria, necessary so that the Concessionaire can prepare and serve meals on site. With the approval of the Recreation Manager or authorized representative, the Concessionaire may bring other Concessionaire-owned equipment into the facilities for a league or event. Ownership of all equipment discussed in this paragraph, shall remain with the Concessionaire and only their equipment shall be removed.

The Concessionaire shall clean and service all kitchen, food service and food preparation equipment and furnishings, as necessary, so as to keep the operating condition and appearance "like new." The City will make allowances during inspections for normal wear and tear.

G. CONCESSIONAIRE EMPLOYEES

Employees of the Concessionaire shall, at all times, be neat and clean and in uniformed professional attire. Concessionaire employees must meet all sanitary standards prescribed for restaurant employees. Employees' uniforms shall be devoid of advertising, unless advertising is approved in writing by the Recreation Manager or authorized representative. Accurate records shall be kept by the Concessionaire of the names of employees and shall be given at any time as requested by the City, Recreation Manager.

The Concessionaire employees shall, at all times, reflect personal cleanliness. Unkempt and unclean employees will not be tolerated.

Concessionaire employees shall at all times be polite and courteous in their dealings with the patrons and management. Such employees shall not, either by act or language, offend or unreasonably disturb patrons and spectators or interfere with a league or event in progress. The Recreation Manager or authorized representative shall be the sole judge in the determination of such matters.

The Recreation Manager or authorized representative may recommend that the Concessionaire discipline or may require that the Concessionaire remove an employee from employment at the facilities. An employee so removed from employment by the Concessionaire shall never again be allowed to enter Rio Vista or Pioneer Community Park as an employee of the Concessionaire.

H. OBSERVANCE OF LAWS, RULES AND REGULATIONS

The Concessionaire shall at all times comply with all applicable laws, rules and regulations and orders of the federal government, State of Arizona, County of Maricopa and the City of Peoria.

All requirements of federal, state and local laws and regulations pertinent to or affecting the handling, sale and disposal of food and beverage (alcoholic and non-alcoholic) shall be complied with. The Concessionaire shall, at his own expense and cost, procure and keep in force during the entire period of the contract, all permits and licenses required by such laws and regulations.



SUBMITTAL REQUIREMENTS

Solicitation Number: P13-0061

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. SUBMITTAL REQUIREMENTS

Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed twenty-five (25) pages in length, but shall include all of the elements below.

A. Method of Approach to accomplish the services outlined in the Scope of Work.

- Provide a detailed description of all services to be provided. The response should address the Concessionaire's ability to meet the requirements outlined in the Scope of Work.
- Provide information related to concession theme concepts and attraction methods, condiment stand management, a comprehensive alcohol management plan and any other areas of interest.
- Provide a proposed menu including alcoholic beverages for the complexes showing portion sizes and proposed selling prices. Include plans and methods for determining price increases and state conditions that would lead to price increases.

B. Experience & Qualifications.

- Provide all applicable licenses, certifications, permits required for Concessionaire business and employees.
- Indicate number of years in business and indicate sales volume history.
- Provide staff qualifications of personnel that will be handling the facilities at Rio Vista and Pioneer Community Park. Include resume for the Concessionaire Owner/Manager.

C. Financial Considerations.

- Provide detailed accounting and financial control systems to be implemented by Concessionaire including, at a minimum, sample forms, procedures, policies, etc. related to cash handling, inventory control, audit, management/client informational reporting, and per cap review.
- Concessionaire will submit to the City a revenue sharing proposal, which shall be based on a percentage of sales from concession stand and vending machines. An example annual sale pricing structure would be as follows:
 - Sales of \$0 to \$75,000 would be at 25% of net sales
 - Sales over \$75,000 would be at 28% of net sales

II. PROPOSAL EVALUATION

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

A. Method of Approach.

B. Experience & Qualifications.

C. Financial Considerations.



SUBMITTAL REQUIREMENTS

Solicitation Number: P13-0061

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

D. Conformance to Request to Proposal.

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

Interviews with selected top ranked vendors will be held on **April 23, 2013**.

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.



QUESTIONNAIRE

Solicitation Number: P13-0061

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references from other concessionaire services performed within the past three (3) years that are of similar size and scope whom the Materials Management Division may contact:

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____
 Annual Gross Revenue: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____
 Annual Gross Revenue: _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Description of Work: _____
 Annual Gross Revenue: _____



QUESTIONNAIRE

Solicitation Number: P13-0061

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

- No Exceptions.
- Offeror takes the following Exceptions:

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.



ATTACHMENTS

Solicitation Number: **P13-0061**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Attachment A – Rio Vista Park map

Attachment B – Pioneer Community Park map

Attachment C – City provided equipment

Attachment D – Monthly Settlement Form

Attachment E – 2012 & 2013 Tournament Schedule

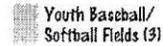
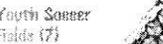
Attachment F– 2012 - 2013 Concession Gross Sales

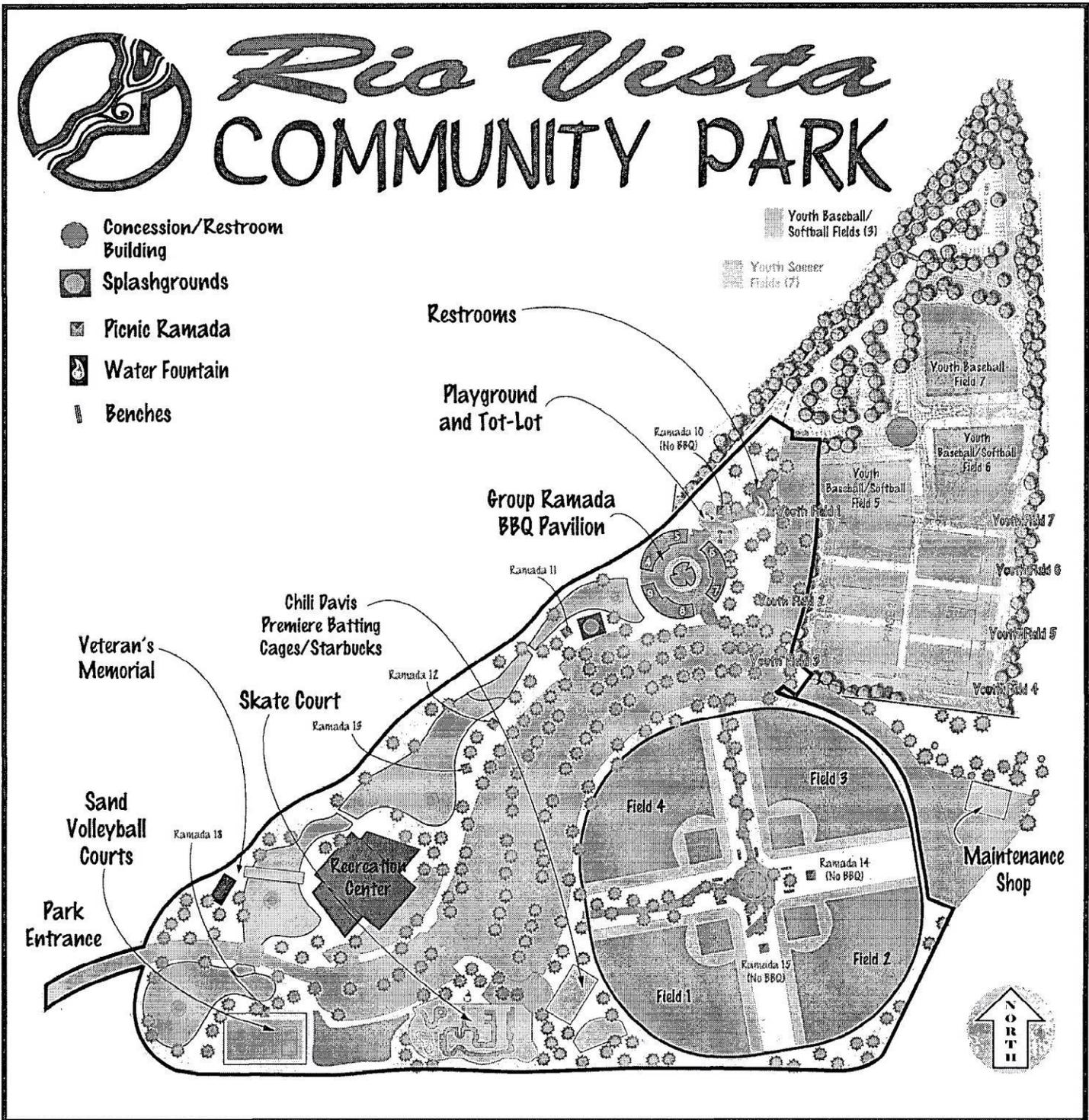
ATTACHMENT A



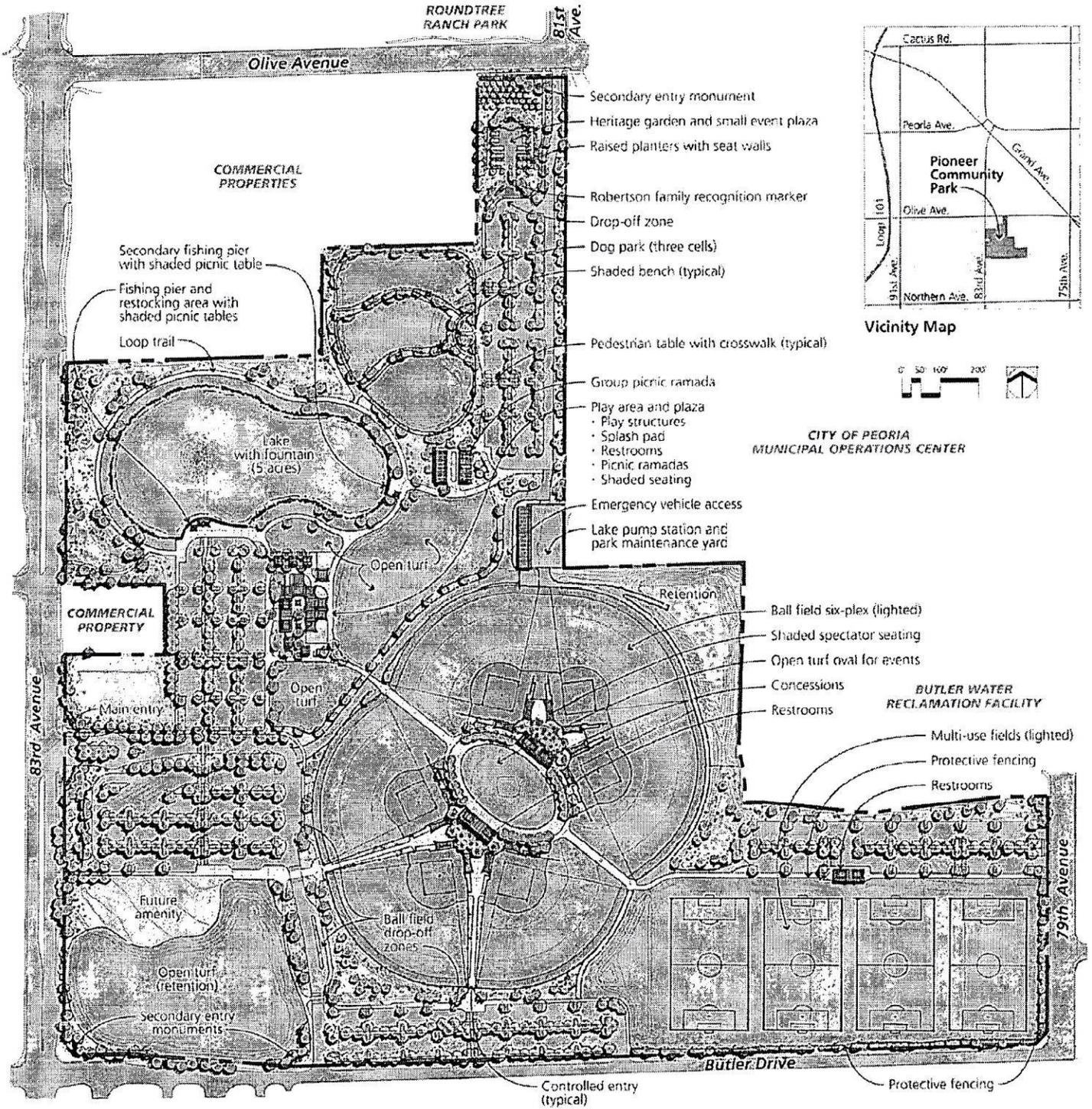
Ria Vista COMMUNITY PARK

-  Concession/Restroom Building
-  Splashgrounds
-  Picnic Ramada
-  Water Fountain
-  Benches

-  Youth Baseball/Softball Fields (31)
-  Youth Soccer Fields (7)



ATTACHMENT B



Pioneer Community Park



ATTACHMENT C

CITY OWNED EQUIPMENT AT RIO VISTA PARK

SOFTBALL COMPLEX CONCESSION STAND

- 1 – Wall Mounted Overhead Shelf
- 1 – Front Service Counter
- 1 – Hand Sink with soap and towel dispenser
- 2 – Wall Mounted Overhead shelf
- 2 – Window air curtain
- 1 – Back Counter
- 1 – Dual temp reach-in freezer/fridge
- 1 – Work Counter
- 1 – Drop-in three compartment sink
- 1 – Sink mounted disposer
- 1 – Under counter dishwasher
- 1 – Ice maker with bin
- 1 – Water filter
- 1 – Door air curtain

MULTIPURPOSE COMPLEX CONCESSION STAND

- 3 – Fly Fan
- 1 – Pot Sink
- 1 – Wall Mounted Overhead Shelf
- 1 – Mop Sink
- 1 – Chemical Storage Rack
- 1 – Service Counter with Pass Shelf
- 8 – Drop-in cup dispenser
- 1 – Hand Sink
- 1 – Drop in prep sink
- 1 – Wall Mounted Overhead Cabinets

ATTACHMENT C

CITY OWNED EQUIPMENT AT PIONEER COMMUNITY PARK

SOFTBALL COMPLEX CONCESSION STAND

- 1 – Ice maker with bin and water treatment system
- 6 – Wall Mounted Overhead Shelf (2= 1' x 3'; 2= 1' x 4'; 2= 1' x 7')
- 2 – Window air curtain
- 3 - Door air curtain
- 6 – Drop-in cup dispenser
- 2 - Popcorn cup dispenser
- 3 - Coffee cup dispenser
- 1 – Sandwich top Refrigerator
- 1 – Work top Freezer
- 1 – Reach-in Freezer
- 1 – Reach-in Refrigerator
- 1 – Work Table with sink
- 1- Soap and Towel Dispenser
- 1 – Hand Sink
- 1 – Drop-in three compartment sink
- 2- Condiment Shelf
- 1 – Front Service Counter
- 1 - Back counter
- 2 - Glass display enclosure

ATTACHMENT D



(CONCESSIONAIRE'S NAME)

Rio Vista Park Settlement Form

Month: _____

	2.80%	7.30%	
	City Sales Tax	State Sales Tax	Net Sales
Softball Complex Concession Stand	\$0.00	\$0.00	\$0.00
Multipurpose Concession Stand	\$0.00	\$0.00	\$0.00
Other (explain below)	\$0.00	\$0.00	\$0.00

	1.80%	7.30%	
	City Sales Tax	State Sales Tax	Net Sales
Softball Complex Vending Machine	\$0.00	\$0.00	\$0.00
Multipurpose Complex Vending Machines	\$0.00	\$0.00	\$0.00
Playground Vending Machines	\$0.00	\$0.00	\$0.00
Rio Vista Rec Center Vending Machines	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

List other events here:

ATTACHMENT E

2012 TOURNAMENT SCHEDULE

DATES	TOURNAMENT	CONTACT(S)	ADULT SB PHASE I SUN 6PM	PHASE II SAT 8AM- 2PM	PHASE II GRASS FIELDS SUN	
January 1						
January 2						
January 7						League begins 1/7
January 8			WINTER			
January 14 (MLK HOLIDAY)						
January 15 (MLK HOLIDAY)	Eric Bell USSSA Baseball		WINTER			
January 16 (MLK HOLIDAY)			WINTER			
January 21	Rick Perreault Top Choice Baseball					
January 22			WINTER			
January 28	PUSD					
January 29			WINTER			
January 30	PUSD					
February 1	PUSD					
February 4	Mike McCormick Classic Tourn/It's					
February 5 (SUPER BOWL)	All in the Game		WINTER			ADULT LEAGUE SUN AM
February 11	Eric Bell USSSA Baseball					
February 12			WINTER			
February 18 (President's Day)						
February 19 (President's Day)	Rick Perreault Top Choice Baseball					
February 20 (President's Day)						
February 25	Peoria Senior Tournament/ASO					
February 26			WINTER			
March 3	Rick Perreault Top Choice Baseball					
March 4			WINTER			
March 10	Mike McCormick Classic Tourn/It's					March 8-18 PH II infield maint.
March 11	All in the Game		WINTER			
March 19	Rick Perreault Top Choice Baseball					
March 20			WINTER			
March 23						
March 24	Rick Perreault Top Choice Baseball					March 21-25 Skate park maint.
March 25			WINTER			
March 31 PHASE II FIELDS ONLY	MAINTENANCE PHASE I					March 28-April 8 Phase I infield maint.
April 1 PHASE II FIELDS ONLY						League begins 4/8
April 7	PUSD Tournament Phase I / PHOENIX				Perreault	
April 8 (EASTER)	AM SKATEBOARD EVENT		SPRING			
April 9	PUSD		SPRING			
April 11	PUSD		SPRING			
April 14	Tom Carle ASA					
April 15			SPRING			
April 21	Rick Perreault Top Choice Baseball					
April 22						
April 28	USSSA Adult Softball					
April 29			SPRING			
May 5	Mike McCormick Classic Tourn/It's					
May 6	All in the Game		SPRING			
May 12						
May 13 (MOTHER'S DAY)			SPRING			
May 19	Premier Fast Pitch SB					
May 20			SPRING			
May 26						
May 27	Rick Perreault Top Choice Baseball					
May 28 (MEMORIAL DAY)						
June 2 (FRIDAY DAYTIME)	Premier Fast Pitch SB					May 31 - June 26 Field 7 closed for re- sodding
June 3			SPRING			June 14- 17 build Field 5&6 mounds
June 9	Rick Perreault Top Choice Baseball					June 20- 23 build Field 3&4 mounds
June 10			SPRING			
June 16	Tom Carle ASA					
June 17 (FATHER'S DAY)			SPRING			
June 23						
June 24						
June 30						
July 1	Little League District Tournament June 27-July 15					
July 7						
July 8						
July 14						

May 18	Warren Williamson USSSA EP SB	Warren Williamson USSSA EP SB							
May 19									
May 25 (MEMORIAL DAY)									
May 26 (MEMORIAL DAY)									
May 27 (MEMORIAL DAY)									
June 1	Dean Johnson NSA Adult Softball	Dean Johnson NSA Adult Softball							
June 2									
June 8	Rick Perreault Top Choice Baseball	Rick Perreault Top Choice Baseball							
June 9									
June 15	Gil Manzanares AWS/CABA BB	Gil Manzanares AWS/CABA BB							
June 16 (FATHER'S DAY)									
June 22									
June 23									
June 29									
June 30									
July 6									
July 7									
July 13									
July 14									
July 20									
July 21									
July 27									
July 28									
August 3									
August 4									
August 10									
August 11									
August 17									
August 18									
August 24									
August 25									
August 31 (LABOR DAY)									
September 1 (LABOR DAY)									
September 2 (LABOR DAY)									
September 7									
September 8									
September 14									
September 15									

ATTACHMENT F

RIO VISTA PARK FY'12

Month	2.80%		7.30%		1.40%		7.30%		2.80%		6.30%		TOTAL Net Sales	City's %	Paid	Date				
	Gross Sales Softball Complex Concession Stand	Gross Sales Multipurpose Complex Concession Stand	Gross Sales Other	A. Sub-Total Gross	City Sales Tax	State Sales Tax	A. Net Sales	Gross Sales Softball Complex Vending Machine	Gross Sales Multipurpose Complex Vending Machines	Gross Sales Playground Vending Machines	Gross Sales Rec Center Vending Machines	B. Sub-Total Gross					City Sales Tax	State Sales Tax	B. Net Sales	TOTAL Gross
July	\$1,294.00	\$1,659.00	\$0.00	\$2,953.00	\$22.88	\$215.57	\$2,654.75	\$59.00	\$0.00	\$0.00	\$1,955.00	\$28.17	\$114.25	\$1,422.59	\$4,518.00	\$110.85	\$328.81	\$1,223.20	8/17/2011	
August	\$2,287.00	\$0.00	\$0.00	\$2,287.00	\$64.04	\$166.95	\$2,056.01	\$0.00	\$0.00	\$39.00	\$966.00	\$17.39	\$70.52	\$978.09	\$3,253.00	\$61.42	\$237.47	\$880.23	9/12/2011	
September	\$6,208.00	\$0.00	\$0.00	\$6,208.00	\$173.82	\$453.18	\$5,560.99	\$0.00	\$0.00	\$55.00	\$781.00	\$14.06	\$57.01	\$709.93	\$6,899.00	\$167.88	\$510.20	\$1,887.28	10/14/2011	
October	\$2,892.00	\$1,092.00	\$0.00	\$3,984.00	\$111.55	\$290.83	\$3,561.62	\$0.00	\$0.00	\$94.00	\$743.00	\$13.37	\$54.24	\$875.39	\$4,727.00	\$124.93	\$345.07	\$1,277.10	11/14/2011	
November	\$3,294.00	\$1,320.00	\$0.00	\$4,614.00	\$128.19	\$336.82	\$4,147.99	\$0.00	\$0.00	\$75.00	\$650.00	\$11.70	\$47.45	\$590.85	\$5,284.00	\$140.99	\$384.27	\$1,421.65	12/15/2011	
December	\$3,307.00	\$2,122.00	\$0.00	\$5,429.00	\$152.01	\$396.32	\$4,880.67	\$0.00	\$0.00	\$65.00	\$1,098.00	\$19.75	\$89.15	\$699.08	\$6,527.00	\$171.78	\$476.47	\$1,763.63	1/5/2012	
January	\$5,771.00	\$3,991.00	\$0.00	\$9,762.00	\$273.34	\$712.63	\$8,776.04	\$0.00	\$0.00	\$22.00	\$1,280.00	\$23.04	\$93.44	\$1,163.52	\$11,042.00	\$296.38	\$806.07	\$2,881.87	2/7/2012	
February	\$10,387.00	\$2,958.00	\$0.00	\$13,345.00	\$373.66	\$974.18	\$11,997.16	\$0.00	\$0.00	\$125.00	\$1,527.00	\$27.49	\$111.47	\$1,386.04	\$14,872.00	\$401.15	\$1,065.66	\$4,015.56	3/12/2012	
March	\$12,266.00	\$8,920.00	\$0.00	\$21,186.00	\$593.21	\$1,546.59	\$19,046.21	\$0.00	\$0.00	\$211.00	\$1,887.00	\$33.97	\$137.75	\$1,715.28	\$23,073.00	\$627.17	\$1,694.33	\$6,228.45	4/19/2012	
April	\$4,913.00	\$3,654.50	\$0.00	\$8,797.50	\$245.48	\$640.03	\$7,981.98	\$0.00	\$0.00	\$99.00	\$1,478.00	\$26.62	\$107.97	\$1,344.41	\$10,246.50	\$272.11	\$747.99	\$2,787.92	5/19/2012	
May	\$6,387.50	\$4,170.00	\$0.00	\$10,557.50	\$265.61	\$770.70	\$9,481.19	\$0.00	\$0.00	\$133.00	\$1,344.00	\$24.19	\$98.11	\$1,221.70	\$11,801.50	\$319.80	\$868.81	\$3,213.87	6/7/2012	
June	\$5,857.00	\$3,642.00	\$0.00	\$9,599.00	\$268.77	\$700.73	\$8,629.50	\$0.00	\$0.00	\$117.00	\$1,530.00	\$27.54	\$111.69	\$1,390.77	\$11,128.00	\$296.31	\$812.42	\$3,006.08	7/9/2012	
Total	\$64,963.50	\$33,726.50	\$0.00	\$98,692.00	\$2,763.38	\$7,204.52	\$86,724.11	\$59.00	\$0.00	\$1,925.00	\$14,850.00	\$87.30	\$1,064.05	\$13,498.65	\$113,542.00	\$3,030.69	\$8,288.57	\$30,666.83	\$30,666.84	

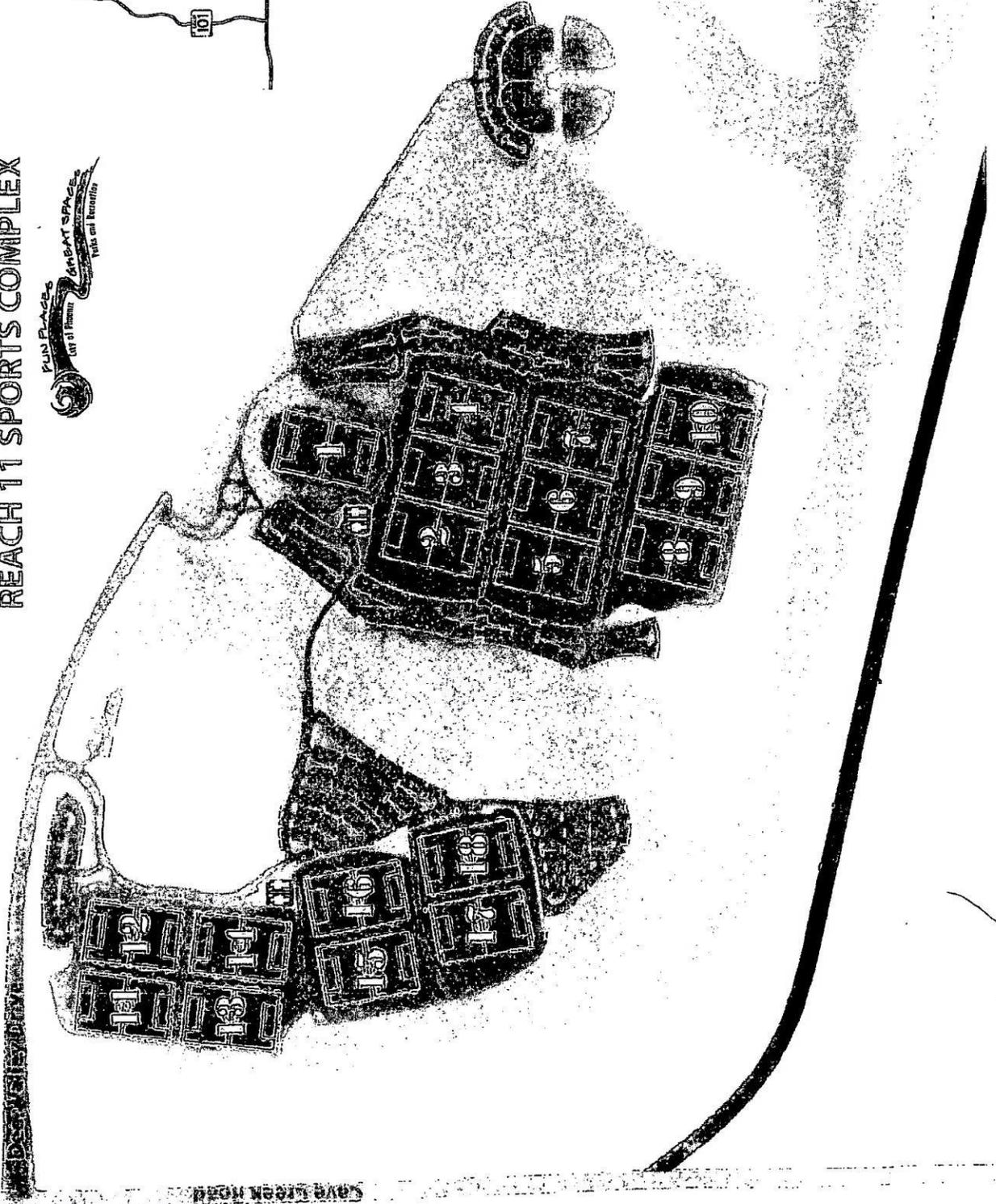
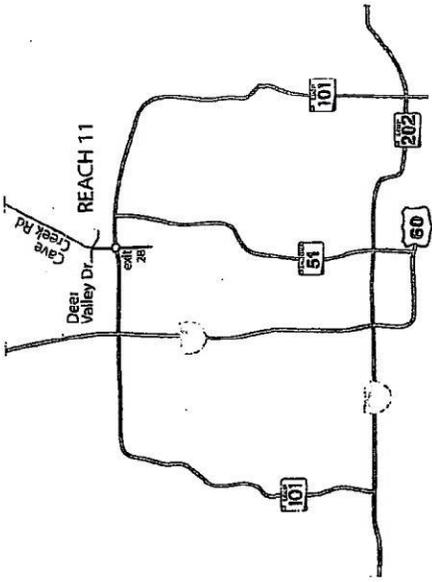
CM & SON EVENT CATERING

CHRIS MILLER - OWNER

602-501-2467

SUBMISSION FOR
CITY OF PEORIA (AZ) RFP SOLICITATION NUMBER P13-0061
CONCESSIONAIRE SERVICES FOR RIO VISTA AND PIONEER PARKS
APRIL 1, 2013

REACH 11 SPORTS COMPLEX



CM & Son

RFP Submittal to the City of Peoria (AZ)
For
Concessionaire Services for Rio Vista and
Pioneer Parks

Introduction

Purpose

This document is being submitted by CM and Son Event Catering (herein referred to CM and Son), pursuant to the Materials Management Procurement department, of the City of Peoria (AZ), request for proposals to maintain and operate Concessionaire Services for both the (1) Rio Vista and (2) Pioneer parks. The Rio Vista Park is a current on-going operation and the Pioneer Park will be a newly opened facility scheduled for inaugural activities in the fall of 2013, and is estimated to be 38% larger than the Rio Vista facility.

Background of CM and Son

CM and Son since 2006, has successfully operated and maintained vendor services for the City of Phoenix at their Reach 11 Sports Complex. This contractual period at the Reach 11 Sports Complex has provided CM and Son the background, knowledge and expertise in the development of relationships with local vendors as well as with the customer base of the local area.

Prior to operations at the Reach 11 Sports Complex, CM and Son, under the name of Sweet Cactus operated a mall-based concession stand from 2002 to 2007. CM and Son's business owner has over 25-years in customer service related positions.

Business Organization of CM and Son

Business Owner's Name:	<u>Chris Miller</u>
DBA (Doing Business As):	CM & Son Event Catering
Business Mailing Address:	<u>11532 N. 76th Lane</u>
City: <u>Peoria</u> State: <u>AZ</u>	Zip Code: <u>85345</u>
Telephone (Business):	<u>602.501-2467</u> (Home): <u>623.486.2051</u>
Tax ID#:	<u>431996461</u>
Organization:	LLC (Limited Liability Corporation)

Operations

Method of Approach

Presently CM and Son provides vendor services for a facility which has four baseball fields, and 18 soccer fields at the Reach 11 Sports Complex in Phoenix (<http://phoenix.gov/parks/sports/reach11comp.html>), the largest soccer complex in the southwest, and has been the concessionaire vendor for the previous seven years. This experience has poised CM and Son to fully understand and appreciate the necessity to have all appropriate and required licenses in order to provide the requested services, from the city, the state as well as the federal agencies. Such licenses include, but are not limited to the Department of Health, the Fire Department and the City of Peoria.

Existing operations of CM and Son have placed CM and Son in the position to provide vendor services of exceptional quality. CM and Son only uses top quality foodstuffs (i.e. – Hebrew National kosher hot dogs) and have on-going working relationships with numerous local vendors of the necessitated items required to operate a fully functional, first class concessionaire facility.

Some of the vendors are: Costco (food), Pepsi (beverages) and Hensley (beer and other non-alcoholic beverages).

Moreover CM and Son presently operates and has operated vending machines for over 10 years, has the immediate capability to obtain and have vending machines installed. Furthermore, CM and Son is able to step right in with the knowledge of how to affect a product mix that will work to maximize sales volume with existing and newly installed vending machines.

This knowledge of product mix in vending machines carries over to understanding the outdoor sports facility clientele as well. The menu offered items from CM and Son have been developed over several years locally, with the awareness that new trends and offerings will continue to envelope the marketplace, and CM and Son accepting the need to potentially modify menu offerings based on shifts in the marketplace.

CM and Son has an on-going relationship with a local certified public accountant who oversees and manages the financial records of the organization, and who further insures compliance as well as accurate and timely financial reporting and payments, and who will continue to assume this role as operations may shift.

**CM & Son Event Catering RFP Submission for :
City of Peoria (AZ) RFP Solicitation Number P13-0061 Concessionaire Services for RioVista and Pioneer
Parks**

Staffing, management, operations and maintenance of the areas used in CM and Son has been of the highest quality to date. The staff of CM and Son regularly receives compliments on the professionalism, cleanliness and presentation of their foods and related facilities. All names of employees , have been, and will continue to be accurately maintained and available upon request.

CM and Son is keenly aware of the requirement to have the Food Service Workers fingerprinted and background checked through the Department of Public Safety and understands that a Certified Food Manager (CFM) will oversee the concession operations. The Ms. Erika Godinez of CM and Son is the current CFM. CM and Son currently uses Microsoft Excel as its tool for reconciliation of its financial information that is related to sales and inventory.

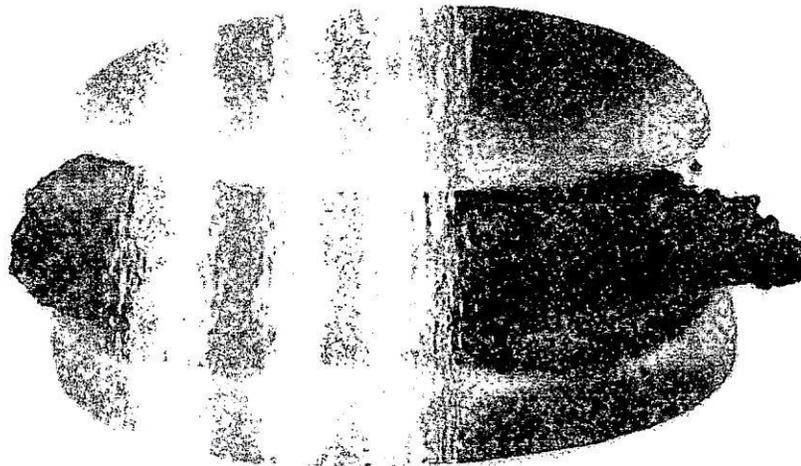
CM and Son further understand that the goal of City of Peoria is that 75% of trash should be recycled, and that the public should be, and will be made aware of the containers that are recyclable. CM and Son currently has certain equipment and supplies which enable it to effectively service its clients, and will purchase additional equipment and supplies as needed to prepare and serve meals on site.

Alcohol management will occur via: (1) the regularly accepted practice of each patron showing state issued / government issued identification showing that they are over twenty-one years of age, and (2) once the proper identification in (1) is provided, CM and Son will provide each patron a wrist band, good for the day only, indicated by the color of the wrist band. All employees who dispense and sell alcoholic beverages must attend the State of Arizona Liquor Management Class as required by Arizona Department of Liquor License and Control. CM and Son will refuse to sell alcoholic beverages to any patron who appears to be impaired already.

Condiment stand management will be handled in accordance with Maricopa County Environmental Service Department's requirements pursuant to their inspection of the facilities.

Theme concepts will be A-1 customer service, value, quality and quantity for your dollar. The attraction methods will vary and will include items such as an A-Frame Menu, and the use of our corporate Marketing materials from Chick-Fil-A and Port-A-Sub.

Chick-fil-A
catering



Chick-fil-A®
Chicken Sandwich

\$5.00

tax included

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CM & Son Event Catering RFP Submission for :
City of Peoria (AZ) RFP Solicitation Number P13-0061 Concessionaire Services for RioVista and Pioneer
Parks



CM & Son Event Catering RFP Submission for :
City of Peoria (AZ) RFP Solicitation Number P13-0061 Concessionaire Services for RioVista and Pioneer
Parks



**CM & Son Event Catering RFP Submission for :
City of Peoria (AZ) RFP Solicitation Number P13-0061 Concessionaire Services for RioVista and Pioneer
Parks**

Menu items pricing will change based solely on wholesale / distribution price increases. The menu items are listed below:

CM & Son Event Catering Price List

Chicken nuggets (6)	\$ 3.50
Chicken strips (3)	\$ 4.00
French fries (5 ounce French fry boat)	\$ 3.00
Hamburger (Angus 1/3 pound hamburger patty)	\$ 3.75
Italian dog	\$ 4.00
Jumbo Hot dog	\$ 3.75
(Nathan's and Hebrew National All beef quarter pound hot dogs)	
Polish dog	\$ 3.75
Offered via our Corporate Sponsorships	
Chick-Fil-A Sandwiches	\$5.00
Port-A-Sub (6" inch)	\$5.00

Snacks:

Candy	\$ 1.50 - \$2.00
Chips	\$ 1.50
Cookies	\$ 1.50
Fruit	\$ 1.50
Ice tickles	\$ 2.00
Kettle corn	\$ 4.00
Pickles	\$ 1.50
Popsicles	\$ 2.00
Power bars	\$ 2.50

Drinks:

Alcoholic:

Beer (12 oz. Plastic Bottles)	\$4.00
Beer (16 oz. Cup)	\$3.75

Non-Alcoholic: Pepsi , Diet Pepsi, Mountain Dew, Dr. Pepper, Gatorade, Vitamin water, Smart water, Bottled water, Propel water (all will be \$ 2.00 - \$2.50)

Price's and Menu Subject to Change Without Notice

Operational Experience

Experience and Qualifications

CM and Son over the past two fiscal years *averaged* \$95,000 per year in sales at its current facility, Reach 11 Sports Complex in Phoenix. This sales volume has occurred in a limited sales environment due to the nature of the Reach 11 Sports Complex operational hours, which are strictly weekend and includes closure of the facility during the summer months. The average number of operational days that encompass a year of operations at the Reach 11 Sports Complex has been eighty-three (83).

CM and Son have operated the concessions at the Reach 11 Sports Complex for the past seven years, since 2006. CM and Son initially was the interim concessionaire, and then were sselected as the official contracted concessionaire. CM and Son has increased sales volume year-over-year each year it has operated as the concessionaire at the Reach 11 Sports Complex.

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The below table summarizes the business and management experience of CM & Son Event Catering, Owner / Operator, Chris Miller.

Facility Name / Size	Number of Years	Period	Experience/ Position	Number of Employees	Gross Revenue
Embassy Suites	2	1985 - 1987	Assistant Executive Housekeeper	33	N/A ¹
Embassy Suites	2	1987 - 1989	Executive Housekeeper	43	N/A ¹
Footlocker	1	1989 - 1990	Sales Associate	N/A ²	N/A ²
Footlocker	3	1990 - 1993	Assistant Manager	4	\$2.5 million
Footlocker	3	1993 - 1996	Manager	8	\$750,000
United Parcel Service	5	1996 - 2001	Promoted from Unloader to Sorter to Feeder Driver	N/A ³	N/A ⁴
Sweet Cactus, Inc	5	2001 - 2006	Business Owner	5	\$1 million
CM & Son Event Catering	7	2006 - 2013	Business Owner	8	\$1.3 million

Table Footnotes: ¹ Revenue Information not available for site facility; ² Revenue Information Not Available for facility; ³ No employees were supervised nor managed; ⁴ Revenue not available for facility were work was performed.

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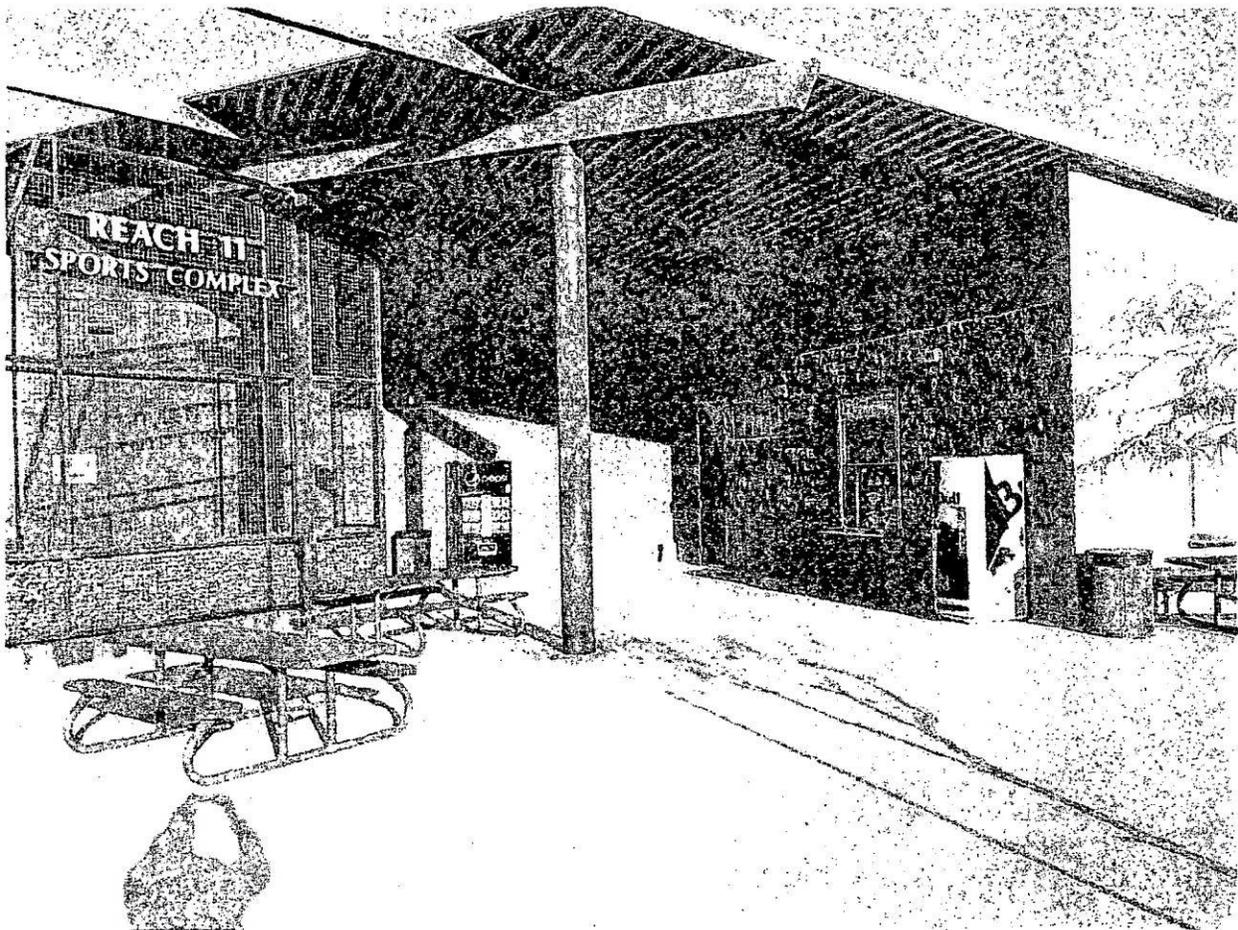
Employees

As discussed on page 6, paragraph 2, of this document, CM and Son is keenly aware of the requirements to have Food Service Workers work in this industry, and to that end, registration cards of some of the CM and Son Food Service Workers are provided below:



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Employee Name	Employer 1	Employer 2
Erika Salazar	Sweet Cactus (2003 – 2007)	CM and Son (2007 – Present)
T J Simpson	Arizona State Univesity Student	CM and Son (2007 – Present)
Mia Simpson	University of Phoenix Student	CM and Son (2007 – Present)
Christopher Miller	Greenway High School Student	CM and Son (2007 – Present)
Kandyce Miller	Brookfield	CM and Son (2007 – Present)
Derrick Parham	CM and Son (2007 – 2011)	
Manny Salazar	U.S. Marine Corps (2007 – 2011)	CM and Son (2007 – Present)



Concession Stand Area - Reach 11Sports Complex – Phoenix (AZ)

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Current Inventory

CM and Son

Current Inventory Assets

Tangible Assets	Food	Condiments	Candy	Drinks	Other
Micro wave oven	Nathan's hot dogs	Ketchup	Fruity snacks	Pepsi	Cups
Blenders	Hebrew National hot dogs	Mustard	Snicker	Diet Pepsi	Spoons
Nacho cheese machines	Quick N easy hamburgers	Mayo	M&M's plain	Mt Dew	Forks
Convection oven	Medallion tortilla chip	Salt	M&M's peanut	Dr. Pepper	Lids
Grills	Nacho cheese	Relish	Skittles	Dirt Dr. Pepper	Napkins
Registers	Super pretzel	Jalapeño	Hot tamales	Sierra Mist	Foil
Candy racks	French Fries	Worcestershire sauce	Starburst	Hawaiian Punch	Wax paper
Freezers	Chicken strips	Sugar	Red vines	Aquafina water	Hotdog holders
Fryers	Port of Subs (received)		Sour punch straws	Gatorade	Food containers
Steamer	Chick-Fil-a (received)		Bubble tape	Mugs root beer	French fry boats
Tables	Assorted chips		Baby bottle pops	Hot chocolate	Receipt tape
Tents	Yogurt		Push pops	Tea	Ink
Menu's	Muffins		Kit kat	Coffee	Straws
Hot coco machine	Cheese slices		Twix		
Safe	Hot dog buns		Xtrem air heads		
Lock Box	Hamburger buns		Slim Jim		
Heater			Trail mix		
			Sunflower seeds		
			Shelled peanuts		
			Famous Amos cookies		
			Super ropes		
			Big league chew		
			Jolly ranchers (assorted)		

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Sales Volume History

YEAR	SALES VOLUME
2007 (grill)	\$197,000
2008 (grill)	\$193,000
2009 (grill)	\$190,000
2010 (no grill)	\$128,000
2011 (no grill)	\$102,000
2012 (no grill)	\$88,000

At the Reach 11 Sports Complex, CM and Son initially enjoyed great success in offering a varietal menu with both grilled and non-grilled food items. The sales volume indicated in the table below above evidences this success. Unfortunately, the great sales, which CM and Son initially enjoyed when taking over as the park concessionaire, would change approximately mid-way into the contractual period. Two events outside CM and Son's control occurred almost simultaneously. The first event, which occurred, was the start, and the lingering affects Great Recession.

Entire families initially enjoyed attending soccer events at the Reach 11 Sports Complex, with both parents and children in attendance. Gradually the attendance by the families would decrease to a point where only a single parent would attend. Thus, no longer would a mother, father and siblings attend events, the new dynamic saw either the mother or father in attendance singularly. In addition to the number of persons in support of the athlete dwindling, the other force, which exacerbated the economic recession, was the business decision of the Reach 11 Sports Complex management team to forgo facility improvements.

As laws changed, initiated by Maricopa County Department of Health, the City of Phoenix did not keep up with the changes. One of the most overt legal requirement changes was Maricopa's requirement mandating a hood over the cooking area of grilled items. The City of Phoenix apparently decided that the investment in capital improvements was not worth the cost, therefore the required hood over the cooking area, pursuant to the new county law, was not delivered, and overnight CM and Son had to shutter its grilled item menu. This decision by the City of Phoenix not to install the required hood, had immediate, drastic and long-term effects on the financial picture of CM and Son. Year-over-year sales volume decreased by \$62k between FY2009 -

Financial Data

Financial Considerations

Review of the Rio Vista park financial reporting for FY2012 indicates a thirty-percent payout to the City of Peoria. Using the FY2012 data set as the base year, CM and Son has determined the following:

- FY2013 is trending gross revenues in approximately the same manner.
- CM and Son is set to offer a straight line 28% payout of all revenues to the City of Peoria
- CM and Son forecasts a 15% increase in revenues overall from the FY2012 period for FY2014. This is because CM and Son believe a better product mix will enhance revenues.

Rio Vista FY2012 (actual) revenues, Rio Vista FY2012 revenue percentages and CM and Son FY2014 forecasted revenues follow:

RIO VISTA FY2013 (Actuals)

Month	2.80%				7.30%				1.80%				7.30%				30.0%						
	Gross Sales Stand	Gross Sales Multipurpose Concession	Gross Sales Other	Total Concessor Gross Sales	City Sales Tax	State Sales Tax	Total Sales Tax	Net Sales	Gross Sales Complex Stand	Gross Sales Multipurpose Complex	Gross Sales Salar Rec Center	Gross Sales Vending Machines	Total Vending Machines	City Sales Tax	State Sales Tax	Total Sales Tax	Net Sales	Total Gross Sales	Total City Sales Tax	Total State Sales Tax	Total Net Sales	Total Net Sales	City of People %
July	1,294	1,659	0	2,953	83	216	298	2,655	59	0	1,506	0	1,565	28	114	142	1,423	4,518	111	330	4,077	4,077	1,223
August	2,287	0	0	2,287	64	167	231	2,056	0	39	927	0	966	17	71	88	878	3,253	81	237	2,934	2,934	880
September	6,208	0	0	6,208	174	453	627	5,581	0	55	775	0	781	14	57	71	710	6,989	188	510	6,291	6,291	1,887
October	2,891	1,092	0	3,984	112	291	402	3,582	0	94	649	0	743	13	54	68	675	4,727	135	345	4,237	4,237	1,277
November	3,294	1,320	0	4,614	129	337	466	4,148	0	75	575	0	650	12	47	59	591	5,264	141	384	4,739	4,739	1,422
December	3,307	2,117	0	5,425	152	396	548	4,881	0	95	1,003	0	1,098	20	80	100	998	6,527	172	476	5,879	5,879	1,764
January	5,771	3,591	0	9,763	273	713	986	8,776	0	22	1,258	0	1,280	23	91	116	1,164	11,042	296	806	9,940	9,940	2,982
February	10,387	2,598	0	13,345	374	974	1,348	11,997	0	125	1,402	0	1,527	27	111	139	1,388	14,872	401	1,086	13,385	13,385	4,016
March	12,266	8,920	0	21,186	593	1,547	2,140	19,046	0	211	1,676	0	1,887	34	138	172	1,715	23,073	617	1,684	20,761	20,761	6,228
April	4,913	3,854	0	8,767	245	640	885	7,882	0	59	1,420	0	1,479	27	108	135	1,344	10,246	272	748	9,226	9,226	2,768
May	6,387	4,170	0	10,557	296	771	1,066	9,491	0	133	1,211	0	1,344	24	98	122	1,222	11,129	310	869	10,712	10,712	3,214
June	5,957	3,642	0	9,599	269	701	969	8,630	0	117	1,413	0	1,530	28	111	139	1,391	11,129	296	812	10,010	10,010	3,006
Totals	64,983	31,728	0	96,711	2,783	7,206	9,988	88,723	59	1,025	11,756	0	14,650	267	1,084	1,351	13,409	135,541	3,031	8,288	124,212	124,212	36,667

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FY2010 alone. Overall sales have decreased 116% between FY2009 and FY2012 with the truncated menu selection seen as the overriding cause for the sales volume decrease.

Summarily the lingering effects of the Great Recession coupled with the business decision not to install the required capital improvements has caused the sales volume of Reach 11 Sports Complex to fall dramatically. CM and Son therefore looks enjoyably towards working in its hometown of Peoria providing concessionaire services where it can once again provide great grilled food items on its menu and offer an enjoyable sports facility atmosphere.

The current licensing renewals for CM and Son are on the following pages for Maricopa Health Department and the City of Phoenix Business Licensing Department. CM and Son understands the City of Peoria Business License will have to be obtain if awarded the contract for the Rio Vista and Pioneer Parks.

The state tax license for CM and Son is on file at the current contractor, the Reach 11 Sports Complex in the city of Phoenix.

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**CM and Son Maricopa City of Phoenix Business
 License**



**City of Phoenix
 TAX & LICENSE BILLING
 STATEMENT
 www.phoenix.gov/plt**

FOR CITY USE ONLY

PRINT DATE: March 28, 2013

ACCOUNT NO. 10054139

BILL ID: 22233

10054139

CM & SON LLC

2405 E DEER VALLEY RD
 PHOENIX AZ 85080

Line	Description	Period	Received or Billed	Code(s)	Taxes/Fees	Penalty	Interest	Paid/ Credited	Balance
1	Annual Tax License Fee	Dec 2013	03/28/2013	D.	57.50				

Payment due dates, explanation of codes and account updates at www.phoenix.gov/plt
 If payment is not received by the due date, additional penalty, interest and collection fees may accrue.
 ****POSTMARKS ARE NOT ACCEPTED AS PROOF OF TIMELY PAYMENT****
 Return this form with your payment. Make checks payable to City of Phoenix.
 Write your Account Number on check.
 For accounts with a Liquor License - See Note Below

Payment Amount Enclosed

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CM and Son Monthly Revenue Report Form

Report of Concession Revenue for Month of _____
Date(s) concession operation was closed this month: _____

Gross Revenue

Vending Machine

Revenue _____
City's Percentage (5%) _____

Food and Beverage

Less Sales Tax (_____) _____
Net of Tax _____
City's Percentage (12%) _____

Non-food Items

Less Sales Tax (_____) _____
Net of Tax _____
City's Percentage (12%) _____

Subcontractor Fees

Less Sales Tax (_____) _____
Net of Tax _____
City's Percentage (12%) _____

Total Due City (12% or \$1,700 whichever is greater) _____

I swear (or affirm) that this return has been examined by me and, to the best of my knowledge and belief, it is a true and complete report for the period stated.

Concessionaire _____ Received by (PRLD) _____
Date: _____ Receipt Number: _____
Date: _____