City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No.	**P09-0060**	Proposal Due Date	**May 28, 2009**
Materials and/or Services.	**Concessionaire Services for Rio Vista Community Park**	Proposal Time	5 00 P M AZ Time
		Contact.	**Athena Bonner**
Project No	Location City of Peoria, Materials Management	Phone	(623) 773-7115
	Mailing Address 8314 West Cinnabar Avenue, 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

Name BILL WALLACE	Telephone (623) 363 4663 Fax (866) 991-4966
KATIES KETTLE KORN WEST COAST EVENTS Company Name	Authorized Signature for Offer
8615 W DALEY LN Address	BILL WALLACE Printed Name
PEORIA AZ 85383 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
Mary Jo Kief, City Clerk

CC

Contract Number

Official File

City of Peoria, Arizona Effective Date 7/3/09

Approved as to form
Ellen Van Riper, Assistant City Attorney
Stephen M Kemp, City Attorney

Contract Awarded Date July 2 2009

Herman Koebergen, Materials Manager
for

COP 203RFP (10/01/08) CW

A CON 32109

P09-0060

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2009

PRODUCER Phone: (623)322-5955

Integra Insurance Group, Inc.
12129 W Bell Rd, Ste 201
Surprise, AZ 85374

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

INSURED

WILLIAM WALLACE
DBA KATIE'S KETTLE KORN
8615 W DALEY LN
PEORIA, AZ 85383-2009

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MOUNT VERNON FIRE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	GENERAL LIABILITY	APP209063146	09/09/2008	09/09/2009	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 50,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$ 1,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[ ] HIRED AUTOS					
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS ALSO LISTED AS AN ADDITIONAL NAMED INSURED ON THIS POLICY.

CERTIFICATE HOLDER

CITY OF PEORIA
8666 W THUNDERBIRD ROAD
Peoria, AZ 85382

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Kay Stelsa (KVS)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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)

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

WEST COAST EVENTS
KATIE'S KETTLE KORN
RFP FOR CONCESSIONS SERVICES FOR RIO VISTA COMMUNITY PARK

Bill Wallace
8615 W Daley Lane
Peoria, AZ 85383
(623) 363-4663

May 27, 2009

City of Peoria
8314 W Cinnabar Ave
Peoria, AZ 85345

Solicitation Number P09-0060

West Coast Events is a family owned business based out of Peoria Arizona with over eleven years experience in the food concession business.

We are the current food concession vendor for the Rio Vista community Park. We have been the contracted concessionaire from the first day the park opened. We have equipment in place to operate and update or replace the equipment as necessary.

We will retain the current staff and continue to operate as we currently operate now.

Other venues we operate in are as follows:

Peoria Sports Complex Practice Field Concessions
Peoria Sports Complex Spring Training Concessions
University of Phoenix Stadium
Jobing.com Arena
Tempe Diablo Stadium
Phoenix Municipal Stadium

References:

University of Phoenix Stadium
Centerplate
Contact person: Steve Trotter
(623) 433-7217
Provide Kettle Korn for AZ Cardinal games and food concessions for special events.

Cricket Pavilion
Aramark
Contact Person: Paul Chapman
(602) 820-5872
Provide Kettle Korn at concerts

Jobing.com Arena
Aramark
Contact Person: Shawn
(623) 772-3921
Provide Kettle Korn at Hockey games and concerts

Payment to City of Peoria

Sales of $0.00 to $60,000.00 will be 25% of net sales
Sales of $60,001.00 to $75,000.00 will be 28% of net sales
Sales of $75,001.00 and above will be 30% of net sales

A report will be completed monthly and the city will paid every month based on the net sales.

Menu:

Hot dog small	$2.00
Hot dog large	$3.00
Taco in a bag	$3.00
Breakfast burrito	$3.00
Water	$1.75
Gatorade	$2.25
Amp energy drink	$3.00
Soda 16 oz	$2.00
Soda 24 oz	$2.50
Soda 32 oz	$3.50
Various candy	$.25–$1.50
Various Pastry	$1.00-$2.00
Nachos	$2.50
Pretzel	$2.50
Chips	$1.00
Coffee	$1.50
Hot chocolate	$1.50
Snow cones	$4.00
Sunflower seeds	$1.00
Beer 16 oz	$3.00

We can offer an extended menu for special events. The menu would depend on the event. We have served Hamburgers and hot dogs including cold drinks at events held at the skate park. The monies earned at the specialty event would be added to the monthly sales report and added to the year to date sales.

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
8314 West Cinnabar Avenue
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 on the cover page of 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
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

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 11456.

   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 is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

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.

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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious 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 contact. 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. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of 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

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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:

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.

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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

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

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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.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P09-0060**

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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 at Rio Vista Community Park

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 Development and Community Services Building:

ADDRESS: 9875 N 85th Ave
Peoria, Arizona 85345
Point of View Room

DATE: **Friday, May 15, 2009**

TIME: **9:30 AM, Local 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 three (3) copies on the forms and in the format as contained in the Request for Proposal on pages 21 and 22

11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's 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 The Consultant's Project/Team Manager

shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

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 Project Understanding and Project Approach
    b Experience/Projects.
    c. Financial Considerations.
    d. Conformance to Request for Technical Proposals.

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 **Payments:** The City shall pay the Contractor based upon work performed and upon submission of invoices All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

22. **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

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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.

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/or 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.

23 **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 00011093 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 20101185, and shall include coverage for Contractor's operations and products and completed operations

Any Contractor subletting 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 00011293, 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.

24. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or 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 Aclaims 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.

25. **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.

26. **Independent Contractor:**

a. General

1 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.

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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.

27. **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.

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

28 **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

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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.

29. **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.

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 **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

32. **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.

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,

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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 other remedies as provided by law.

RIO VISTA FOOD CONTRACTOR SPECIFICATIONS

I. 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 (see Attachment C). The City of Peoria is soliciting proposals from firms interested in providing food/ beverage services and vending machines for the Softball Complex and Youth Baseball/Multi-Use Field Complex at Rio Vista Park.

II. 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.

Provide outstanding customer service to all patrons and ensure staff is properly trained.

Utilize care and proper maintenance and cleaning of city property within the concession buildings.

Ensure concession operations is in full compliance with regulations and laws relating to the preparation and distribution of food, beverage and beer.

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.

The City of Peoria will provide and maintain City-owned appliances such as a dishwasher, ice machine, fridge, etc (see attachment A). Concessionaire will be responsible for the proper utilization of and 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 compatable software so that the monthly settlement report can be completed electronically.

Concessionaire will be responsible for the upkeep and daily cleaning of the concession buildings and stands involved in the performance of this contract. Standards must meet or exceed those established by the State of Arizona.

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 Rio Vista Softball Complex and Youth Baseball/Multi-Use Field Complex.

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 City of Peoria will provide trash and recycling containers in the Softball Complex and Youth Baseball/Multi-Use Field Complex.

Concessionaire is responsible for the removal of all 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 inform customers, when purchasing items, which containers are recyclable.

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 Concessionaire shall only serve beverages that are Pepsi products due to an existing contract. Should this beverage contract change, the concessionaire will be notified of the new beverage product. The concessionaire must ensure compliance with the City's beverage contract.

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.

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, Youth Baseball/Multi-Use Field Complex, playground area and the Recreation Center (i.e., lower and upper floors). Funds received will be included in the gross sales.

Beer must be sold at the concession stands of the softball complex and Youth Baseball/Multi-Use Field Complex and can only be sold during adult leagues or 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.

If desired, the concessionaire may supply vending carts throughout Rio Vista Park.

Term of agreement will be for one (1) year with up to 4 additional, mutually agreeable, 1-year extensions. Concessionaire will have exclusive use for providing food and beverage service in the Rio Vista Softball Complex and Youth Baseball/Multi-Use Field Complex. Concessionaire will have exclusive Softball Complex and Youth Baseball/Multi-Use Field Complex concession rights for events listed on Attachment D. Any events not listed will be at the City's sole discretion on an "as needed" basis. Both the City of Peoria and Concessionaire will agree upon any extensions after the first year.

III. QUALITY OF SERVICE

The concessionaire service provided shall be the highest quality attainable. 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 their satisfaction. 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.

IV. UTIITY SERVICES

The City shall arrange and contract for garbage and waste services for the facilities. The Concessionaire will be responsible for the proper disposal of concessionaire related garbage prior to exiting the facilities. The City is making every effort to go "green" and request that the Concessionaire purchase "green" materials, if possible, separate garbage and recyclables into the proper containers and assist in educating patrons on material that can be recycled. The City will furnish all electricity, gas and water utility service via its delivery system.

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.

V. CLEANING AND MAINTNEANCE

The Concessionaire shall clean and keep concessionaire and table areas free of debris during and after leagues or events. Laws, ordinances and regulation of all governmental bodies pertaining to the operation of food-serving establishment shall apply and be complied with the Concessionaire. 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. 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 of the Recreation Manager.

The Concessionaire shall not remove any article or piece of equipment belonging to the City.

VI. EQUIPMENT AND SUPPLIES

The City of Peoria will provide the equipment as indicated in Attachment A. All said equipment shall be and 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, 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.

VII. 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. Accurate records shall be kept by the Concessionaire of the names of employees and shall be given at any time for required by the City, Recreation Manager or any other proper agency

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 shall be the sole judge in the determination of such matters.

The Recreation Manager or an 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 the Rio Vista Park as an employee of the Concessionaire.

VIII. 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.

The Concessionaire shall also abide by all rules, regulations and directives prescribed by 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.

IX. ATTACHMENTS

Attachment A – List of Equipment
Attachment B – Monthly Settlement Form
Attachment C – Rio Vista Park Map
Attachment D – 2009 Tournament Schedule
Attachment E – 2008 Concession Gross Sales

X. SUBMITTAL REQUIREMENTS

1. Proposal Format
   Proposals shall be submitted in one (1) original and (3) three copies in the format as contained in the Request for Proposal and the page limits below. Proposals shall be on 8 ½ X 11 paper with the text on one side only.

2. Proposal Content

a. Plan and Method of Approach to accomplish the Scope of Work (8 page maximum)
   - Provide response to address the Concessionaire's ability to meet the requirements set forth in this Scope of Work.
   - A detailed account of the Project Understanding, Approach and Operation to Provide the Desired Service Levels Acceptable to the City. The Operation Plan should describe in detail the vendors capability and capacity to fully and successfully perform the operational plan.

b. Concessionaire's Experience and References (5 page maximum not including the provided reference questionaire)
   - Provide all applicable Licenses, Certifications, Permits required for Concessionaire business and

employees.

- Indicate number of year of business and indicate sales volume history.
- Staff's Capabilities and Assignments including resumes of personnel that will be handling the facilities at Rio Vista Park.
- Provide a minimum of three (3) references from other concessionaire services performed within the past three (3) years that are of similar scope and size. The references must contain detailed information (i.e., company name, address, telephone number, contact name, nature of services provided, annual gross revenue)

c. Financial Considerations (3 page maximum)

- 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 (provided for example only):

  Sales of $0.00 to $75,000 would be at 25% of net sales
  Sales over $75,000 would be at 28% of net sales

3. Evaluation Criteria

The proposals will be evaluated on the criteria as outlined in the Special Terms and Conditions, Section 12, Evaluation

4. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original AND three (3) copies and shall be delivered to:

Athena Bonner, Contract Officer
City of Peoria, Materials Management
8314 W. Cinnabar Ave., Peoria, AZ 85345

The proposal shall be due no later than **5:00pm** on May 28, 2009.

All questions regarding the proposal should be directed to Athena Bonner at:
athena bonner@peoriaaz.gov

	QUESTIONNAIRE	**Materials Management Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone (623) 773-7115 Fax (623) 773-7118
	Solicitation Number: **P09-0060**	

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: See Proposal
   Contact: _____
   Address: _____
   _____
   Phone: _____

2. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____

3. Company: _____
   Contact: _____
   Address: _____
   _____
   Phone: _____

	QUESTIONNAIRE	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax (623) 773-7118
	Solicitation Number: **P09-0060**	

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__X__.

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

Please indicate any and all exceptions to the Terms and Conditions or Scope of Work below:

CONTRACT AMENDMENT
Change Order

Solicitation No P09-0060 Page 1 of 1

Amendment No One (1) Date July 15, 2009

Materials Management Procurement
8314 W Cinnabar Ave
Peoria, AZ 85345
Telephone (623) 773-7115
Fax (623) 773-7118

Buyer. Athena Bonner

Project No.: N/A
Agreement Date: July 6, 2009

Project Description: Concessionaire Services for Rio Vista Community Park
Completion Date: Term

Change Order Type: ☒ Owner Initiated ☐ Errors & Omissions ☐ Unknown Conditions ☐ Phased Award

The changes as shown on this sheet are hereby made to the contract. The revenue percentage is changed from a tiered rate to a flat rate of 30% of sales, effective August 1, 2009.

Contract Price Change:

Original Contract Price:	$0
Total of previous change orders:	$0
Original contract price plus previous change order(s).	$0
The contract price due to this change order will be increased/decreased by:	$0
The new contract price including this change order will be:	$0

Contract Time Change:

The contract time will be increased by 0 days.

The new date for completion of all work will be: Term

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

Signature	Date	Typed Name and Title	Company Name
[signature]	7-18-09	William Wallace owner	West Coast Events

Address	City	State	Zip Code
8613 W Daley Ln	Peoria	AZ	85383

Attested By:

Mary Jo Kief, City Clerk

Department Brenda Rhenke, Recreation Manager

Buyer Athena Bonner, Contract Officer

CC Number

Approved by: Herman F Koebergen, Materials Manager

Ellen Van Riper, Assistant City Attorney

ACON32109A

Contract Number

Approved as to Form: Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

August 12, 2009, at Peoria, Arizona

City Seal

Copyright 2003 City of Peoria, Arizona
(Rev 01/05/09)

Official File

Herman F. Koebergen, Materials Manager

A CON 32109A

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: P09-0060 Page 1 of 1
Description: Concessionaire Services for Rio Vista Community Park
Amendment No: Two (2) Date: 4/20/2010

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 Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 07/31/10. **CONTRACT EXTENSION ONE (1)**

The New Contract Term:

Contract Term: 08/01/10 to 07/31/11

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

Signature	Date	Typed Name and Title	Company Name
	8-1-10	Bill Wallace, Owner	West Coast Events Katies Kettle Korn

Address	City	State	Zip Code
8615 W. Daley Ln.	Peoria	AZ	85383

Attested by:

City Clerk

CC Number

ACON32109B
Contract Number:

Official File

City Seal

(Rev 02/13/10)

Requested by: Brenda Rehnke, Recreation Manager

Recommended by: J.P. de la Montaigne, Com Services Director

Ellen Van Riper, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed _____, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 32109B

CONTRACT AMENDMENT

Solicitation No: P09-0060 Page 1 of 1
Description: Concessionaire Services for Rio Vista Community Park
Amendment No: Three (3) Date: 6/8/2011

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 Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 07/31/10. The New Contract Term is: 08/01/11 to 07/31/12.

In addition, the Concessionaire acknowledges that the City of Peoria has a pouring rights contract with Pepsi and agrees to serve and purchase Pepsi products. It is further understood that the Pepsi products shall be purchased directly from Pepsi in order to comply with said pouring rights contract.

Contract Extension Two (2) Amendment Three (3)

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

Signature	Date	Typed Name and Title	Company Name
	6-16-11	Bill Wallace, Owner	West Coast Events Katies Kettle Korn

Address	City	State	Zip Code
8615 W. Daley Ln.	Peoria	AZ	85383

Attested by:

Wanda Nelson, City Clerk

CC Number

ACON32109C
Contract Number:

Official File

City Seal
(Rev 02/11/10)

Director: Jeff Tyne, Interim Community Services Director

Dept Rep: Brenda Rehnke, Recreation Manager

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed July 6, 2011, at Peoria, Arizona.

Materials Manager
for

A CON 32109C

CONTRACT AMENDMENT

Solicitation No: P09-0060 Page 1 of 1
Description: Concessionaire Svcs for Rio Vista Community Park
Amendment No: Four (4) Date: 6/27/2012

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 Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 07/31/12.

The New Contract Term is 08/01/12 through 07/31/13.

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

Signature	Date	Typed Name and Title	Company Name
	7-2-12	Bill Wallace, Owner	West Coast Events Katies Kettle Korn

Address	City	State	Zip Code
8615 W. Daley Ln.	Peoria	AZ	85383

Attested by:
Rhonda Geriminsky
~~Wanda Nelson~~, City Clerk
Acting

CC Number

ACON32109D
Contract Number:

Official File

City Seal
(Rev 02/11/10)

Director: Jeff Tyne, Interim Community Services Director - Acting

Dept Rep: Brenda Rehnke, Recreation Manager

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed July 17, 2012, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 32109D