



CONTRACT AMENDMENT

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

Solicitation No: P09-0053 Page 1 of 1
Description: Catering Services for Rio Vista Recreation Center
Amendment No: Four (4) Date: 7/3/2013

Buyer: Lisa Houg

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/31/13. LAST YEAR OF CONTRACT. The contract is being extended and the new contract term is: 09/01/13 to 08/31/14.

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

[Signature] 8/10/13 Tanya Schmit, CFO Heidi's Events and Catering
Signature Date Typed Name and Title Company Name

2095 W. 15th St. Tempe AZ 85281
Address City State Zip Code

Attested by:

[Signature]
for Rhonda Geriminsky, City Clerk

[Signature]
Director: John R. Sefton Jr., Community Services Director

[Signature]
Dept Rep: Jackie Stanley, Rio Vista Manager



City Seal

CC Number

ACON 32909D

Contract Number:

Official File

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

The above referenced Contract Amendment is hereby Executed
Sept 4, 2013, at Peoria, Arizona.

[Signature]
Dan Zenko, Materials Manager

A CON 32909D



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, CPPB

Solicitation No: P09-0053 Page 1 of 1
Description: Catering Services for Rio Vista Recreation Center
Amendment No: Three (3) Date: 7/25/2012

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 08/31/12.

The New Contract Term is: 09/01/12 to 08/31/13

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

Tanya Schmit
Signature

10/9/12
Date

Tanya Schmit
Typed Name and Title

Heidi's Events and Catering
Company Name

2095 W. 15th St.
Address

Tempe
City

AZ
State

85281
Zip Code

Attested by:

Linda Blas
for City Clerk

Kirk D. Haines

Director: Kirk Haines, Acting Community Services Director

Jackie Stanley
Depl Rep: Jackie Stanley, Rio Vista Manager



CC Number

ACON 32909C

Contract Number:

Official File

Stephen M. Kemp

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

The above referenced Contract Amendment is hereby Executed

Oct. 16, 2012, at Peoria, Arizona.

Dan Zenko

Dan Zenko, Materials Management Supervisor

City Seal
(Rev 02/11/10)

A CON 32909C



CONTRACT AMENDMENT

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

Solicitation No: P09-0053 Page 1 of 1
Description: Catering Services for Rio Vista Recreation Center
Amendment No: Two (2) Date: 5/18/2011

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/31/11.

The New Contract Term Is:

Contract Term: 09/01/11 to 08/31/12

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

	7/11/11	Tanya Schmit Drew Coleman C.O.O.	Heidi's Events and Catering
Signature	Date	Typed Name and Title	Company Name

2095 W. 15 th St.	Tempe	AZ	85281
Address	City	State	Zip Code

Attested by:

Wanda Nelson, City Clerk



City Seal

(Rev 02/11/10)

CC Number

ACON 32909B

Contract Number:

Official File

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 13, 2011, at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 32909B



CONTRACT AMENDMENT

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

Solicitation No: P09-0053 Page 1 of 1
Description: Catering Services for Rio Vista Recreation Center
Amendment No: One (1) Date: 6/16/2010

Buyer: Lisa Houg, CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 08/31/10.

The New Contract Term Is:

Contract Term: 09/01/10 to 08/31/11

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

[Signature] 7/20/10 Tanya Schmit, C.O.O. Heidi's Events and Catering
Signature Date Typed Name and Title Company Name

2095 W. 15th St. Tempe AZ 85281
Address City State Zip Code

Attested by:
[Signature]
Mary Jo Waddell, City Clerk

[Signature]
Requested by: Brenda Rehnke, Recreation Manager.
[Signature]
Recommended by: J.P. de la Montagne, Community Services Director

Elen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed
July 27, 2010, at Peoria, Arizona.

[Signature]
Herman F. Koebergen, Materials Manager



City Seal

(Rev 02/11/10)

ACON32909A



City of Peoria, Arizona

Notice of Request for Proposal



Request for Proposal No: **P09-0053** Proposal Due Date: **May 28, 2009**

Materials and/or Services: **Catering Services for the Rio Vista Recreation Center** Proposal Time: **5:00 P.M. AZ Time**

Project No: _____ Contact: **Lisa Houg, CPPB**

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: Drew Coleman Telephone: 480 491-5254 Fax: 480-491-0407

Heidi's Events and Catering _____
Company Name Authorized Signature for Offer

2095 W. 15th St _____
Address Printed Name

Tempe AZ 85281 _____
City State Zip Code 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]
for Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: 9/1/09
Approved as to form: Ellen Van Riper, Assistant City Attorney

CC: _____

[Signature]
Stephen M. Kemp, City Attorney



Contract Number: ACON 32909

Contract Awarded Date: July 10, 2009

Official File: _____

[Signature]
Herman Koebergen, Materials Manager



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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

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 venture, 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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. **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



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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:

- 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:



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 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.
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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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: P09-0053

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

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Catering Services for the Rio Vista Recreation Center.
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:** Term
6. **Term of Contract:** The term of any resultant contract shall commence on September 1, 2009 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 and site visit will be held at the following location:

ADDRESS: Rio Vista Community Park
Recreation Center
8866-A W. Thunderbird Road
Peoria, Arizona 85381
Riverside Conference Room

DATE: Wednesday, May 20, 2009

TIME: 10:00 a.m., 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. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.
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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0053

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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 to accomplish the Scope of Work.
 - b. Caterer's Experience and References.
 - c. Conformance to Request for Proposal.
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. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
15. **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. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
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. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
20. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0053

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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.

21. 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



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0053

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

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.

22. **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.

23. **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.

24. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- 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.

25. **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.

26. **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.

27. **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.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0053

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

28. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract at any time for convenience upon the giving of thirty (30) days advance written notice. In such event, the contractor is to immediately cease soliciting or accepting catering contracts for the Rio Vista Recreation Center, but may complete and fulfill any contracts executed prior to receipt of the City's written cancellation notice as otherwise permitted under the contract and shall otherwise satisfy all of its contractual obligations that accrue up to and including the last catering services provided. In addition, the City may 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 after receiving written notice of default from the City and failing to remedy the default within the time required in the notice. The City may issue a written notice of default to the contractor for any material breach of this contract, including, but not limited to, 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 default, the contractor shall have ten (10) days, unless the notice provides another time period, to provide a satisfactory written response to the City. Failure on the part of the contractor to adequately address all issues referenced in the notice may result in the City resorting to any single or any combination of the following remedies:

- a. Cancel the 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.

In addition, in the event that the City has cause to issue a written notice of default to the contractor on three or more occasions during any twelve-month period, the City may cancel the contract upon the giving of thirty (30) days advance written notice to the contractor as provided above.



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. BACKGROUND

The Rio Vista Recreation Center is a state-of-the-art, 51,000 sq. ft. facility geared to serve the fitness, social and entertainment needs of Peoria's residents. The facility is located in Peoria's only community park located at Thunderbird Road and Rio Vista Parkway (8866-A W. Thunderbird Road).

Within the facility is a 4,650 sq. ft. banquet room and catering kitchen. This unique space has a large outdoor patio with unobstructed views of the lake. The Recreation Center's Lakeview Room is a highly sought after rental space for meetings, wedding receptions, quinceaneras, reunions, corporate events and much more. The room can seat up to 300 individuals depending upon the type of event and set-up required. The room also has the capability of splitting into 2 rooms with a divider thus allowing for 2 rentals at one time.

The City of Peoria is seeking caterers who are interested in providing food/beverage service to outside lessees of the Rio Vista Recreation Center. It is the desire of the City to give its citizens a wide selection of food choices at prices that can accommodate different price ranges. It is the intent of the City to provide a list of approved caterers to the lessee so they may make a selection and make arrangements with the selected Caterer directly. Alcohol will be permitted to be served at this facility.

There will be a maximum of six (6) food vendors that will have catering privileges at the Rio Vista Recreation Center. Three (3) of the Caterers will have Alcohol privileges under the City's license and three (3) Caterers will serve food only. The City may also select up to six (6) alternate caterers that will be put on contract in the event that a contracted caterer cannot fulfill its duties. The City holds a Series 5 Government Liquor License. The caterer will become a "manager" under the liquor license.

II. CONTRACTOR REQUIREMENTS

The City of Peoria requires that the Caterer shall:

1. Staff, manage, operate and maintain the catering operation to the highest industry standards and in the best interest of the City of Peoria and its citizens.
2. Keep complete and accurate financial records of all business transactions and provide timely reimbursement to the City of Peoria.
3. Utilize care and proper maintenance and cleaning of city property within the Rio Vista Recreation Center.
4. Provide a broad mix of food and beverage options appealing to all segments of the community.
5. Provide quality catering services at a competitive, affordable cost to the various market segments that lease the Rio Vista Recreation Center Lakeview Room.
6. Provide outstanding customer service to lessees throughout the rental process and ensure that the staff is provided with the appropriate training.



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

7. Ensure catering operation is in full compliance with all regulations and laws relating to the preparation and distribution of food, beverage and alcohol.
8. The Caterer shall have experience in preparing and serving food and drink in banquet or restaurant style to at least 300 persons in one sitting.
9. The Caterer shall assist in marketing the Rio Vista Recreation Center through various activities, i.e. website, brochures, outside functions such as bridal fairs, etc.).
10. The Caterer shall have financial resources that, in the opinion of the City, are adequate to ensure full and proper performance of the contractual agreement.
11. The Caterer shall be responsible for the production of all menus, brochures and other sales material used to promote the food and beverage services at the Rio Vista Recreation Center. The City has final approval on all such materials.
12. The Caterer shall only serve beverages that are Pepsi products.
13. The Caterer shall share the following percentage of Gross Commissions with the City of Peoria: 15% Gross Sales, excluding Alcohol and 20% Gross Sales, Alcohol. Gross commissions are based on gross sales being defined as total revenues as invoiced (less gratuity and applicable taxes). Total revenues include food, beverage, alcohol, all service fees, labor fees, and rental fees charged and received by the Caterer. These percentages are the cost for the Caterer to operate their business at the Rio Vista Recreation Center. The Caterer agrees that these percentages will at no time be communicated orally or in writing with the lessee.
14. The Caterer shall submit on a monthly basis: 1) the Catering Monthly Settlement Form; 2) client receipts for each catering event held during the month; and 3) a check payable to the City of Peoria. The Catering Monthly Settlement Form shall be completed electronically in Excel, handwritten copies will not be accepted. The information indicated above shall be submitted to the Rio Vista Recreation Center Manager by no later than the 10th day of the following month. The City will allow a five (5) day grace period. However, if the payment is not received by the 16th day, the City may impose a penalty fee. The penalty fee is a flat \$50 per day fee that will begin on the 17th day of delinquency. If the vendor receives three (3) penalties within any given 12-month period, the City may cancel the contract.
15. The Caterer is limited to entering into third party catering contracts with lessees at most six (6) months in advance of the event date, and no contract shall be entered into for any event date that would occur later than ninety (90) days after any anniversary or other renewal date of the contract.
16. The Caterer is to provide the City copies of all third party catering contracts, including all financial terms and deposit information, immediately after execution, so as to afford the City the ability to keep track of scheduled events and estimate future payments to be made by the Caterer.

III. QUALITY OF SERVICE

The catering service to be provided shall be of the highest quality attainable. All catering areas are to be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

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

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

IV. OPERATING CONDITIONS

The City shall be responsible for setting up tables, chairs and staging necessary for all events or functions at which the Caterer is to provide services. The Caterer is responsible for the removal of litter and cleaning of tables immediately after an event, in a manner suitable to the Rio Vista Manager on duty. The City shall be responsible for the removal of all tables and chairs after all events or functions at the facility. The lessee has the option of utilizing the caterer or an outside vendor for large equipment rentals, i.e., dance floors, patio heaters, outdoor folding chairs, etc.

Representatives of the City shall have the right to enter upon and have access to all spaces occupied by the Caterer during the time events are in operation and at all times when the Caterer's employees are present.

V. UTILITY SERVICES

The City shall arrange and contract for garbage and waste services for the Facility. The Caterer will be responsible for the proper disposal of catering related garbage prior to exiting the facility. The City is making every effort to go "green" and requests that the Caterer separate garbage and recyclables into the proper containers that are located in the outside service area. The City will furnish all electricity, gas and water utility service via its delivery system. The Caterer shall not store any goods (i.e., alcohol excluded per liquor license), merchandise or equipment at the Facility.

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 failures, flood, fire, explosion or other causes.



SCOPE OF WORK

Solicitation Number: P09-0053

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

VI. CLEANING AND MAINTENANCE

The Caterer shall clean and keep catering areas free of debris during and after events. Only cleaning materials authorized for use by the Rio Vista Manager shall be utilized for surface cleaning.

The Caterer shall keep the premises and surrounding area neat, clean and in a sanitary condition at all times during the term of the contract. Kitchen and related areas shall be kept clean at all times. Laws, ordinances and regulations of all governmental bodies pertaining to the operation of food-serving establishment shall apply and be complied with by the Caterer. Waste foods will be kept in closed containers until removed from the facilities. Such removal shall be made promptly during and after the event. Refuse, waste material, and "green" materials shall be deposited by the Caterer in the proper outdoor litterbins provided by the City and designated by the Rio Vista Manager.

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

The Caterer 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 Rio Vista Manager. The Caterer shall not make any alterations in or addition to nor post any signs upon any part of the Facility's premises or permit signs to be posted for advertising of goods of any nature on Facility's premises or on vendors' personnel or equipment without prior permission in writing of the Rio Vista Manager.

VII. EQUIPMENT AND SUPPLIES

The City of Peoria will provide the kitchen/food service equipment as indicated in Attachment A, which contains descriptions. All said equipment shall be and remains the property of the City of Peoria and shall not be removed by the Caterer.

The Caterer shall be responsible to obtain and provide, at its sole cost and expense, all equipment and supplies (not provided by the City) necessary so that Caterer can serve prepared meals on-site.

With the approval of the Rio Vista Manager, the Caterer may bring other caterer-owned equipment into the Facility during the event. Ownership of such equipment shall remain with the Caterer, and only their equipment shall be removed.

The Caterer shall provide, at no expense to the City, such operating equipment as linens, cash registers, chinaware, silverware, cutlery, pots and pans, glassware, cooking utensils and food trays, walking vendor equipment and office machines, all of which are subject to approval of the Rio



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Vista Manager. Title to these items shall remain with the Caterer. The Caterer must provide sufficient quantities of table service items (china, glassware, silverware and other items) to accommodate a catered function for up to 300 persons at one time.

The Caterer 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.

VIII. CATERER EMPLOYEES

Employees of the Caterer shall, at all times, be neat and clean and in uniformed professional attire. Caterer's 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 Rio Vista Manager. Accurate records shall be kept by the Caterer of the names and addresses of employees at any time required by the City, the Rio Vista Manager or any other proper agency.

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

The Caterer shall employ a representative who shall be present and have authority at all times during the operation of the catering at the Facility. If at any time the Rio Vista Manager or the Manager on duty finds that the Catering Supervisor or their alternate representative is unsatisfactory, the Caterer shall, within ten (10) days, replace such representative with one who is satisfactory to the Rio Vista Manager.

Caterer's employees shall at all times be polite and courteous in their dealings with the facility's patrons and management. Such employees shall not, either by act or language, offend or unreasonably disturb patrons and spectators or interfere with a program or event in progress. The Rio Vista Manager shall be the sole judge in the determination of such matters.

The Rio Vista Manager or his authorized representative may recommend that the Caterer discipline or may require that the Caterer remove an employee from employment at the Facility. Any employee so removed from employment by the Caterer shall never again be allowed to enter the Facility as an employee of Caterer.

IX. OBSERVANCE OF LAWS, RULES AND REGULATIONS

The Caterer 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 Caterer 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



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

with. The Caterer shall, at this 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.

X. ATTACHMENTS

Attachment A – List of Equipment
Attachment B – Layout of Kitchen
Attachment C – Monthly Settlement Form

XI. SUBMITTAL REQUIREMENTS

1. 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. Proposals shall be on 8 1/2" & 11" paper with the text on one side only.

2. Proposal Content

The following items shall be addressed in the proposal submittal:

a. Method of Approach to accomplish the Scope of Work.

- Provide response to address the Caterer's ability to meet the requirements set forth in the Scope of Work; specifically provide individual response to each section (Sections II through IX).
- Provide response to the three (3) scenarios's attached.
- Complete Questionnaire.
- Provide copy of company policies on Customer Deposits and Refunds.

b. Caterer's Experience and References.

- Provide all applicable Licenses, Certifications, Permits required for Catering business and employees.
- Indicate number of years in business and indicate sales volume history.
- Provide a staff-to-customer ratio containing number of supervisory personnel and number of staff to be provided for each event.
- Provide a minimum of three (3) references from other catering 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 and telephone number, contact name, and nature of services provided.



SCOPE OF WORK

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

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:
Lisa Houg, Contract Officer
City of Peoria, Materials Management
8314 W. Cinnabar, Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. on May 29, 2009.**

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: P09-0053

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

Vendor Questions	Response
1. Describe your ability to generate rentals at the Rio Vista Recreation Center. Indicate how you will help promote the facility.	
2. How many events serving over 150 or more people are typically done by your catering company in a year? Indicate the type of functions.	
3. What ethnic foods do you prepare? (i.e., Italian, Mexican, etc.) The City prefers that the lessee's have a variety of food choices. Also, indicate if you have subs that you can utilize for special ethnic food requests.	
4. Does your company provide a Kid's Menu? If so, list some of the menu options.	
5. If a customer is on a limited budget, provide some options or items that you would offer or discuss with them to try and assist in working within their limited budget.	
6. Indicate plans and methods for determining price increases and state conditions that would lead to price increases.	
7. Provide information related to level of service being proposed, i.e. buffet style, restaurant style, etc.	
8. Describe procedures to ensure that the monthly payments are processed and received by the City by the timeframes established in the contract.	



SCENARIO #1

Solicitation Number: P09-0053

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

WEDDING EVENT

Sit down dinner with servers for 200 people.
Provide Linen and Basic China and Silverware

Menu requested:

Salad and Rolls
Chicken Entrée
2 side dishes
Water, Tea, and Coffee
Wedding Cake
Cash Bar

Provide cost estimate and specific menu as if you were dealing directly with the lessee.
Include a Per Person Cost and a Total Cost.

If there is a portion of the scenario that you cannot complete, state why and give a cost estimate on the remaining. If you are unable to complete all of Scenario #1, state the reason why and move to Scenario #2.



SCENARIO #2

Solicitation Number: P09-0053

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

FAMILY REUNION EVENT

Buffet Style for 200 people.
Provide Linen and Plastic ware.

Menu requested:

2 Pasta Dishes
Salad and Breadsticks
Dessert
Water, Tea, and Coffee
Cash Bar

Provide cost estimate and specific menu as if you were dealing directly with the lessee.
Include a Per Person Cost and a Total Cost.

If there is a portion of the scenario that you cannot complete, state why and give a cost estimate on the remaining. If you are unable to complete all of Scenario #2, state the reason why and move to Scenario #3.



SCENARIO #3

Solicitation Number: P09-0053

**Materials Management
Procurement**

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

CLASS REUNION EVENT

Very limited budget for 150 people.

Provide menu recommendations for this event.

Provide cost estimate and specific menu as if you were dealing directly with the lessee.

Include a Per Person Cost and a Total Cost.



ATTACHMENT A

Solicitation Number: P09-0053

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

RIO VISTA RECREATION CENTER KITCHEN EQUIPMENT

Quantity	Equipment	Make	Model
1	Fly Fan	Mars	48CH
2	Portable Hot Cart	Cres-Cor	131-UA-11D
1	Work Counter	Custom	
1	Double Stack Oven		
1	Drop in Prep Sink	Advance Tabco	DI-1-2012
3	Wall mounted overhead shelf	Custom	
2	Microwave		
3	Lockable cabinets on wheels		
2	Hand Sink	Advance Tabco	7-PS-60
1	Ice Maker	Scotsman	CME1356AS-32F
1	Ice Bin	Scotsman	BH-900S-C
1	Water Filters	Scotsman	7-PS-60
1	Reach in Freezer		
1	Reach in Fridge		
1	Island Table w/table mtd overshelf	Custom	
1	Drop in Food Wells	Delfield	N8768N
1	Pot Rack	Custom	
1	L shaped table	Custom	
1	Undercounter dishwasher	Hobart	LXIGH
1	Disposer	In Sinkarator	SS150
1	Prerinse w/sink spout	Fisher	2210-WB
1	Pass shelf		
1	Drop in comp sink	Advance Tabco	
1	Roll down gate		
1	Mop sink	Advance Tabco	9-OP-20
1	Chemical storage rack	Metro	
1	Heated holding cabinet		

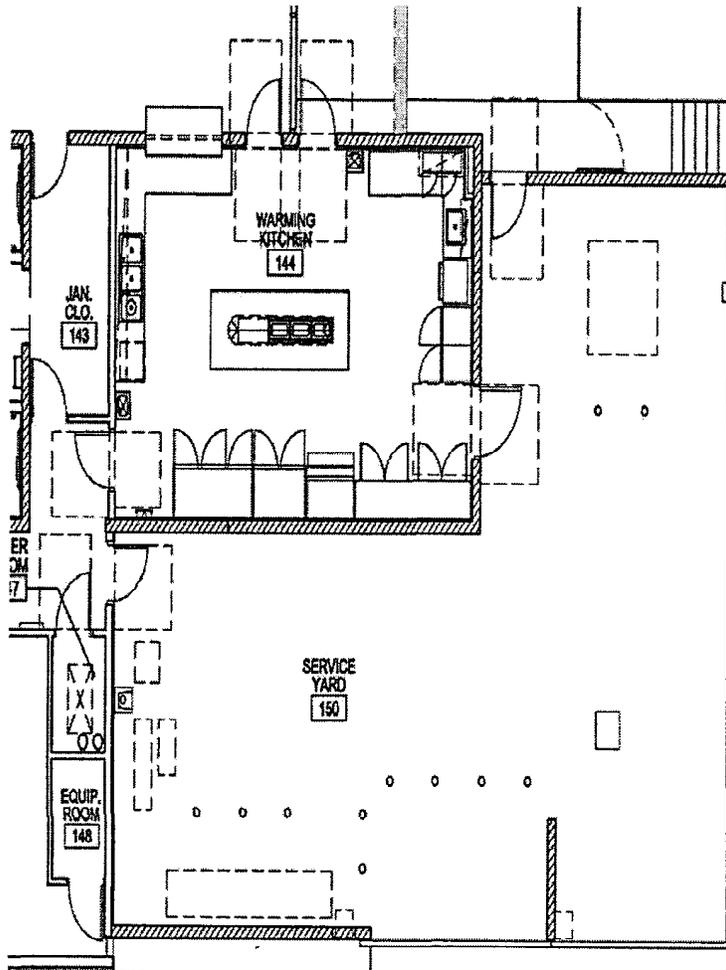


ATTACHMENT B

Solicitation Number: P09-0053

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

RIO VISTA RECREATION CENTER LAYOUT OF KITCHEN





ATTACHMENT C

Solicitation Number: P09-0053

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

RIO VISTA RECREATION CENTER CATERING SERVICES MONTHLY SETTLEMENT FORM



RIO VISTA RECREATION CENTER
Catering Monthly Settlement Form



_____ through _____

Date:							
Event:							

Catering (15% of total catering fees collected)

Menu/Food costs							
Service Charges							
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Peoria %*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Computed at 0.13 above

Serveware							
Set-up							
Equipment							
Linens							
Deposit							
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Peoria %	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Peoria % - Food Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Liquor (20% of total fees collected for liquor services)

Liquor costs							
Service Charges							
Personnel							
Set-up							
Equipment							
Bar Tickets							
Cash Bar Sales							
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Peoria % - Liquor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Peoria/event	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
---------------------------	------	------	------	------	------	------	------

To be filled in by caterer based on customer invoice.

Total Monthly City of Peoria Earnings \$ -

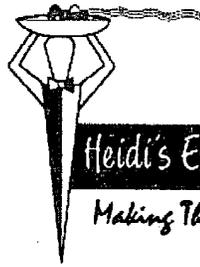
Settlement Sheet and Payment are Due on the 10th of Each Month. / Please Attach a Copy of All Client Invoices.



Heidi's Events & Catering

Making The Good Times Easy!

Individual Responses for Sections II through IX



Heidi's Events & Catering

Making The Good Times Easy!

II. Contractor Requirements

As it pertains to catering events at the Rio Vista Recreation Center, Heidi's Events and Catering agrees to:

1. Staff, manage, and operate our catered events for the City of Peoria and its citizens with the same standard of excellence that we have been providing to our clients since 1992.
2. Hold complete and accurate financial records of all transactions and provide payment to the City of Peoria in a timely fashion.
3. Care for, maintain, and clean the Rio Vista Recreation Center as if it were our own home.
4. Offer our eclectic mix of over 40 menus for Rio Vista lessees to choose from. We also create custom menus.
5. Cater high quality events at fair prices for those that lease the Rio Vista Recreation Center Lakeview Room.
6. Treat each customer with the highest possible level of customer service from the first phone call to the post event follow up and provide only the best, well trained staff.
7. Remain in full compliance with all regulations and laws relating to food and beverage service.
8. Ensure Rio Vista that we are experienced and capable of catering for groups of 300 guests or more.
9. Assist in marketing the Rio Vista Recreation Center through avenues such as our website, bridal shows, and word of mouth as we meet with clients.
10. Furnish proof of adequate financial resources.
11. Create and furnish approved menus, brochures, and other marketing materials to promote Heidi's Events and Catering at Rio Vista Recreation Center.
12. Only serve Pepsi products.
13. Pay the City of Peoria a 20% commission on alcohol and a 15% commission on all other gross sales without communicating said commission to the lessee.
14. Submit the Catering Monthly Settlement Form, client receipts for each event, and a check payable to the City of Peoria each month no later than the 10th of the month.
15. Refrain from entering into contracts with lessees any more than 6 months in advance of the event date. We also are not to enter into contracts with lessees that will occur more than 90 days after an anniversary or renewal date of our contract with Rio Vista Recreation Center.
16. Provide the City of Peoria copies of all contracts for events catered at the Rio Vista Recreation Center, including terms and payment information, immediately after event execution.



Heidi's Events & Catering

Making The Good Times Easy!

III. Quality of Service

Heidi takes pride in her serving staff. Heidi's Events and Catering strives to hire only the best and brightest service staff. Part of our mission is to offer limitless customer service fueled by creative passion. Heidi's Events and Catering sets out to cater each event with the highest level of food quality and service possible. Our scullery team, behind the scenes, will be assigned to keep all catering areas clean, neat, and sanitary. All of our scullery staff have undergone SaniSafe Manager training, extending their knowledge of sanitation and seeing to it that the rest of our staff adheres to all rules and regulations.

In front with the guests, our service team works together to make sure patrons are enjoying the event. Each event is lead by a banquet captain to run the event. The banquet captain will work along side the other vendors and the contact for Rio Vista Recreation Center to help achieve synergy between our team and additional key people responsible for a successful event. Each event with table service will employ a floor captain to act as a butler to the guests of honor and to coordinate the servers. Each server will focus on providing five star service to their section of approximately three tables.

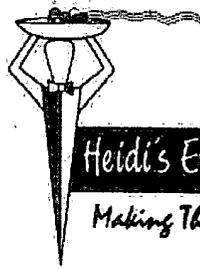
Heidi's Events and Catering has a full time service manager whose primary responsibility is to train and develop our five star service team. We never charge for gratuity as we strongly feel that it is a gift for good service. Our service manager collects all gratuities earned and distributes them to the staff according to a stringent list of expectations. If any of the staff are in violation such as tardiness, incomplete or dirty uniforms, unpreparedness or lack of knowledge regarding the event, etcetera; a portion of their gratuity is withheld and put back in the pot to distribute among the rest of staff that was in compliance. Due to this reward system, we have very few and far between staff issues. In the unlikely event that the Rio Vista Manager should find fault with any aspect of our operation, we shall seek to correct the matter within 24 hours after notification.



IV. Operating Conditions

Each event catered by Heidi's Events and Catering will employ one or more persons to accept responsibility for maintaining a clean and tidy event space. Such persons will remove any litter and clean tables throughout and after the event. It is our policy to refrain from departing an event until the Rio Vista Manager on duty has found the condition of the event space suitable. In the event that the lessee has chosen to rent additional equipment from Heidi's Events and Catering, we will manage all set up, teardown, and removal of said equipment.

Heidi's Events and Catering understands that City of Peoria representatives have the right to enter upon and have access to spaces occupied by our employees during the time events are in operation and at all times we are present. We agree to fully comply with such rights.

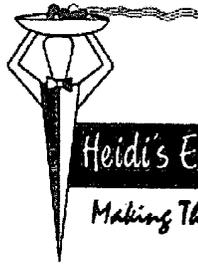


Heidi's Events & Catering

Making The Good Times Easy!

V. Utility Services

Heidi's Event and Catering is also making every effort to go "green". Because we understand the importance of recycling, each one of our events is staffed with a scullery team who is responsible for separating trash from recycling. Our staff will dispose of the appropriate items in the proper containers at the Rio Vista service area. We understand that we are not to store any goods or equipment at the facility and we intend to fully comply with that request.



VI. Cleaning and Maintenance

Each event catered by Heidi's Events and Catering will employ a team of professionals to clean and maintain the event. Behind the scenes, a scullery team will keep catering areas and the kitchen free of debris during and after the event. We will not use any cleaning materials that have not been authorized by the Rio Vista Manager. Our scullery staff has been trained above and beyond what is required by Maricopa County, having all completed SaniSafe Manager Training. Due to their training, our staff is very knowledgeable of all laws, ordinances, and regulations pertaining to the operation of food service. It is these highly trained individuals that will keep areas clean, keep waste foods in closed containers, remove waste promptly, and dispose of all materials in the proper bins designated by the Rio Vista Manager.

All of our staff will handle the Rio Vista Recreation Center equipment and facilities with the utmost care. We train our staff to leave each venue in the same condition that they found it, if not in better condition. Any damage to equipment or items by our staff or not, shall be reported by our staff to the Rio Vista Manager on duty before departing the event.

We understand that we are not to maintain or keep any equipment or structure on the Rio Vista property. After each event, our staff will completely remove any equipment that belongs to Heidi's Events and Catering. We agree to refrain from altering or posting any signs upon the premises for advertising of goods.



Heidi's Events & Catering

Making The Good Times Easy!

VII. Equipment and Supplies

Heidi's Events and Catering will not remove any equipment belonging to Rio Vista Recreation Center. Any equipment needed to cater an event that is not already supplied by Rio Vista Recreation Center will be brought in, maintained, and removed by Heidi's Events and Catering staff. Operation equipment such as linens, tableware, cookware, etc. will be provided by Heidi's Events and Catering to the expense of the lessee when applicable. We understand that our operating equipment is subject to approval by the Rio Vista Manager. Heidi's Events and Catering owns enough table service items to accommodate a catered function for over 1000 persons at one time.

Each event catered by Heidi's Events and Catering will employ a scullery team to clean and service all kitchen, food service and food preparation equipment belonging to Rio Vista Recreation Center. Our scullery staff will strive to keep said equipment looking and operating like new.



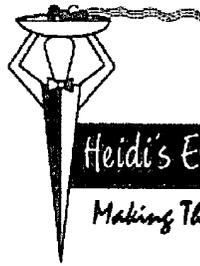
VIII. Caterer Employees

Heidi's Events and Catering maintains an employee policy stating that all employees must look neat, professional, and clean at all times. Never using temporary help, we hire and train all of our employees so we know who they are and how they look. We keep an up to date database of all employee information, including names, addresses, and phone numbers.

All of our employees will reflect personal cleanliness. Much like Rio Vista, we at Heidi's Events and Catering, do not tolerate unkempt and unclean employees.

Each event catered by Heidi's Events and Catering will employ a Banquet Captain who will be present and have authority at all times during the catered event. In the unlikely event that the Rio Vista Manager finds that the Banquet Captain is unsatisfactory, we will replace the captain with one who is satisfactory to the Rio Vista Manager.

Each one of our staff has a passion for serving other people and we attribute much of the success at our events to our staff. We are a drug free workplace and each employee is drug tested before hiring as well as subject to monthly random testing to maintain the integrity of our policies. At no time, would any of our staff think to offend or disturb patrons in any way. In the unlikely event that a Rio Vista Manager would find any staff behavior unsuitable, we will see to it that that individual does not enter Rio Vista Recreation Center as an employee of Heidi's Events and Catering.



Heidi's Events & Catering
Making The Good Times Easy!

IX. Observance of Laws, Rules, and Regulations

Heidi's Events and Catering maintains a company policy that all employees are to comply with all applicable laws, rules, and regulations at all times during their work shift. We also require that all employees follow regulations regarding food service as required by Maricopa County Environmental Services. Each of our staff has passed their food safety class and obtained a Maricopa County Food Handler's Card.



Heidi's Events & Catering

Making The Good Times Easy!

Responses to the Three Catering Scenarios



Wedding Event Reception Contract
 Cost per guest \$46.43
 Prospective

Client/Organization City of Peoria	Event Date 1/1/2009 (Thu)	Booking Contact Lisa Houg	Site Contact Lisa Houg	Event # E10399
Address 8314 W. Cinnabar Ave.		Telephone (623) 773-7115	Fax () -	Guests 200 (Pln)
Party Name Wedding Event	Theme Wedding Reception	Sales Rep Drew Coleman	Category Wedding	

SITE LOCATION

Site Name	Site Address	Site Website
Rio Vista Recreation Center	8866-A West Thunderbird Road, Peoria, AZ 85381	

EVENT TIMES

Description	Type	Arrival	Serving	Departure	Setup Person
Dinner	Table Served		6:00 pm		

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
TABLE SERVED SELECTIONS AT 18.85	18.85	200	3,770.00
Rustic Baguettes with Whipped Butter and Choice of Salad: Spinach Salad--Baby Spinach with Crisp Bacon, Egg, Mushrooms, Red Onion, and Sweetened Red Wine Vinagrette Chicken Picatta with a Light Lemon Caper Sauce, Roasted Rosemary Yukon Gold Potatoes and Fresh Farmers Vegetable Medley			
BEVERAGES			
Vienna Blend Full Roast Coffee (150 oz pot)	35.00	4	140.00
Fresh Brewed Tea with ice, lemon sweetner and cups (per gallon)	10.00	10	100.00
WEDDING CAKE (per slice)	3.50	200	700.00
CASH BAR:			
Bar Rental and Supplies	150.00	1	150.00
Bartender (per hour)	25.00	6	150.00
SOLID COLOR LINENS (polycotton):			
120" Round Linens for Guest Tables	18.70	20	374.00
Linen Napkins	0.80	200	160.00
BASIC WHITE CHINA			
7" Salad Plate (white)	0.50	200	100.00
10" Dinner Plate (white)	0.50	200	100.00
GLASSWARE RENTAL			
Water Glass	0.50	200	100.00

BASIC STAINLESS FLATWARE

Salad/Cake Fork (stainless)	0.45	200	90.00
Dinner Fork (stainless)	0.45	200	90.00
Knife (stainless)	0.45	200	90.00

SERVERS 8 for approx 6 hours 18.50 48 888.00

- Professionally Attired Servers for Attentive Service
- Set Tables, Place Guest Favors and Centerpieces
- Fill Water Glasses
- Pour Toast, Serve Salad, Bread, Dinner and Cake
- All Clearing and Clean Up of Guest Tables

FLOOR CAPTAIN 1 for approx 7 hours 18.50 7 129.50

- (staffing time includes travel time to and from event)
- Personal Butler to Guests of Honor
- Oversee Floor Servers

SCULLERY CAPTAIN 1 for approx 7 hours 25.00 7 175.00

- (staffing time includes travel time to and from event)
- On Site Food Preparation, Heat and Plate Hors d'oeuvres
- Plate Salads, and Main Dinner Courses
- Package Leftovers and Pack For Client

SCULLERY ASSISTANTS 1 for approx 7 hours 18.50 7 129.50

- (staffing time includes travel time to and from event)
- Assist Captains with On Site Food Preparation
- Plate up Salad and Main Dinner Courses
- Process All Tableware and Maintain Scullery Area

BANQUET CAPTAINS 1 for approx 7 hours 25.00 7 175.00

- (staffing time includes travel time to and from event)
- Coordinate Staff at Event
- Act as Liasion Between Staff, Client and Outside Vendors to Ensure a Successful Event

Subtotal	7,611.00	Paid	0.00	Pay Method	Expires
Tax (8.1%)	695.73	Balance	9,284.97	Card Type	
Operations Fee	978.24			Card Holder	
Total Value	9,284.97			Signature	

PAYMENTS MADE

Date	Payment	Method	Card Type	Card Holder	Expires
------	---------	--------	-----------	-------------	---------

A **one hundred-dollar** deposit is required to hold the date.

Changes may be made to the contract up to ten days prior to the event. Decreases more than 20% are subject to additional charges. Final count and non-refundable payment is due ten days prior to event date.* _____ Any additions made after ten days will be considered but can not be guaranteed. All services and equipment are subject to a sixteen- percent operations fee and eight and five tenths- percent sales tax. **Gratuity is not included** but can be added to the contract at finalization or given directly to your staff the night of the event if you are completely satisfied with the service.

Cancellations to contract must be made in writing by certified mail.* _____

The one Hundred dollar deposit is nonrefundable if the event is canceled* _____.

Cancellations made within forty five days of event are subject to payment of fifty percent of contract.* _____ Cancellations made within thirty days of event are subject to seventy five percent of contract price.* _____ Damaged or missing equipment will be billed to client at standard replacement value.* _____

Please initial at all* and sign contract below agreeing to the terms stated.

Client _____ Date _____

Event Planner _____ Date _____



Contract

Cost per guest \$25.08

Prospective

Client/Organization City of Peoria	Event Date 1/1/2010 (Fri)	Booking Contact Lisa Houg	Site Contact Lisa Houg	Event # E10400
Address 8314 W. Cinnabar Ave.		Telephone (623) 773-7115	Fax () -	Guests 200 (Pln)
Party Name Family Reunion	Theme Buffet Luncheon	Sales Rep Drew Coleman	Category Wedding	

SITE LOCATION

Site Name	Site Address
Rio Vista Recreation Center	8866-A West Thunderbird Road, Peoria, AZ 85381

EVENT TIMES

Description	Type	Arrival	Serving	Departure	Setup Person
Dinner	Table Served		6:00 pm		

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
ITALIAN BUFFET	6.55	200	1,310.00
Classic Caesar or Traditional Garden Salad			
Garlic Toast and Fresh Rolls			
Spaghetti with Marinara			
Grilled and Sliced Chicken in Alfredo Sauce	3.30	200	660.00
BEVERAGES			
Vienna Blend Full Roast Coffee (150 oz pot)	35.00	4	140.00
Fresh Brewed Tea with ice, lemon sweetner and cups (per gallon)	10.00	10	100.00
DESSERT BARS AND BROWNIES			
Lemon Dessert Bars (per dozen)	11.95	8	95.60
Fudge Brownies (per dozen)	11.95	8	95.60
CASH BAR:			
Bar Rental and Supplies	150.00	1	150.00
Bartender (per hour)	25.00	6	150.00
DISPOSABLE TABLEWARE--10" Black Plates with Fork and Knife Rollup	1.50	200	300.00
SOLID COLOR LINENS (polycotton):			
120" Round Linens for Guest Tables	18.70	20	374.00
SERVERS 4 for approx 6 hours	18.50	24	444.00
Professionally Attired Servers for Attentive Service			
Set Tables, Place Guest Favors and Centerpieces			
All Clearing and Clean Up of Guest Tables			

SCULLERY CAPTAIN 1 for approx 7 hours (staffing time includes travel time to and from event) On Site Food Preparation, Buffet Set Up and Teardown, Maintain and Replenish Food Package Leftovers and Pack For Client	25.00	7	175.00
SCULLERY ASSISTANTS 1 for approx 7 hours (staffing time includes travel time to and from event) Assist Captains with On Site Food Preparation Maintain Buffets Process All Tableware and Maintain Scullery Area	18.50	7	129.50

Subtotal	4,123.70	Paid	0.00	Pay Method	Expires
Tax	375.82	Balance	5,015.55	Card Type	
Operations Fee	516.03			Card Holder	
Total Value	5,015.55			Signature	

PAYMENTS MADE

Date	Payment	Method	Card Type	Card Number	Expires
------	---------	--------	-----------	-------------	---------

A one hundred-dollar deposit is required to hold the date.
 Changes may be made to the contract up to ten days prior to the event. Decreases more than 20% are subject to additional charges.
 Final count and non-refundable payment is due ten days prior to event date.* _____ Any additions made after ten days will be considered but can not be guaranteed. All services and equipment are subject to a sixteen- percent operations fee and eight and one tenth- percent sales tax. **Gratuity is not included** but can be added to the contract at finalization or given directly to your staff the night of the event if you are completely satisfied with the service.

Cancellations to contract must be made in writing by certified mail.* _____
 The one hundred dollar deposit is nonrefundable if the event is canceled* _____.
 Cancellations made within forty five days of event are subject to payment of fifty percent of contract.* _____ Cancellations made within thirty days of event are subject to seventy five percent of contract price.* _____ Damaged or missing equipment will be billed to client at standard replacement value.* ____ -

Please initial at all* and sign contract below agreeing to the terms stated.

Client _____ Date _____

Event Planner _____ Date _____



Catering Contract

Cost per guest \$12.05
Prospective

Client/Organization City of Peoria	Event Date 1/1/2009 (Thu)	Booking Contact Lisa Houg	Site Contact Lisa Houg	Event # E10404
Address 8314 W. Cinnabar Ave.		Telephone (623) 773-7115	Fax () -	Guests 200 (Pln)

Party Name Class Reunion Event	Theme Hors D'Ouevres Recc	Sales Rep Drew Coleman	Category Social
--	------------------------------	---------------------------	--------------------

SITE LOCATION

Site Name	Site Address
Rio Vista Recreation Center	8866-A West Thunderbird Road, Peoria, AZ 85381

EVENT TIMES

Description	Type	Arrival	Serving	Departure	Setup Person
Dinner	Table Served		6:00 pm		

FOOD/SERVICE ITEMS

Food/Service Items	Price	Qty	Total
CLASSIC HORS D'OUERVE BUFFET	11.95	150	1,792.50
HOT ASSORTMENT:			
Meatballs with Marinara, BBQ, Swedish, or Oriental			
Chicken Wings with Buffalo, Honey BBQ, or Teriyaki			
Stuffed Mushrooms with Spinach and Cheese,			
COLD ASSORTMENT:			
Bouquet of Fresh Vegetables with Fiesta Dip			
Domestic Cheeses and Assorted Gourmet Crackers			
Tortilla Spirals with Herbed Cream Cheese and Vegetables			
LEMONADE, ICED TEA, AND WATER INCLUDED			
SCULLERY CAPTAIN 1 for approx 6 hours (staffing time includes travel time to and from event) On Site Food Preparation, Heat and Plate Hors d'oeuvres Plate Meals or Buffet Set Up and Teardown, Maintain and Replenish Food Package Leftovers and Pack For Client	25.00	6	150.00

PRICE INCLUDES DISPOSABLE PLATES, FORKS, AND NAPKINS

Subtotal	1,942.50	Paid	0.00	Pay Method
Tax (8.1%)	180.57	Balance	2,409.87	
Operations Fee	286.80			
Total Value	2,409.87			

PAYMENTS MADE

Date	Payment	Method
------	---------	--------

Minimum guaranteed count is due ten days prior to event date. Final payment is due at that time unless your company has been set up with us on corporate terms with a net 30 option.* _____ Changes may be made to the contract up to ten days prior to the event. We will do our best to accommodate increases after the the ten days but cannot be guaranteed. Decreases more then 20% are subject to additional charges.

Cancellations within 7 days of an event are subject to the full cost of the event.* _____ Cancellations must be made in writing by certified mail.* _____ OR email with a returned email from the Event planner stating the cancellation was received and excepted.

All services and equipment are subject to a sixteen- percent operations fee and eight and one tenth percent sales tax. **Eighteen percent gratuity will be added to all corporate events prior to billing.* _____**
A one and one half- percent finance charge will be applied to any events unpaid past thirty days.

Damaged or missing rental equipment will be billed to client at standard replacement value.* _____

Please sign and initial in all places with an * agreeing to the terms of the contract.

Client _____ Date _____

Printed Name _____ Title _____

HEC Event planner _____ Date _____

Printed Name _____ Title _____



Heidi's Events & Catering

Making The Good Times Easy!

Questionnaire Responses

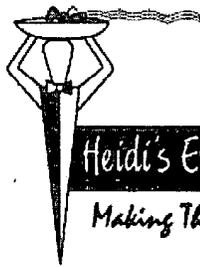


Heidi's Events & Catering

Making The Good Times Easy!

Rio Vista Recreation Center RFP Questionnaire

1. Describe your ability to generate rentals at the Rio Vista Recreation Center. Indicate how you will help promote the facility. You will be listed as a preferred venue on our website which gets 500 hits per day. Our event planners participate in events for the Association of Bridal Consultants, National Association of Catering Executives, the International Special Events Society, and several chambers of commerce where they will refer your venue by word of mouth. We will also refer your venue to the brides that we meet with face to face.
2. How many events serving over 150 or more people are typically done by your catering company in a year? Indicate the type of functions. We cater about 200 events per year serving 150 guests or more. Types of events are weddings, corporate holiday parties, bar mitzvahs, fundraisers, grand openings, birthday parties, and galas.
3. What ethnic foods do you prepare? Also, indicate if you have subs that you can utilize for special ethnic food requests. We believe that the event is first with the food to follow. Our multicultural kitchen staff can cook anything. For highly specialized foods (such as true Kosher), we are more than happy to work with a food service company specializing in that food as long as they are legally licensed and allow Heidi's Events and Catering to assume full responsibility of maintaining the safety of the food for our client.
4. Does your company provide a Kid's Menu? If so, list some of the options. Kids can eat for half price off any buffet menu or a special menu can be developed to suit the event. For \$6.55 per child, we could serve something similar to crispy chicken tenders with macaroni and cheese and fresh fruit.
5. If a customer is on a limited budget, provide some options or items that you would offer or discuss with them to try and assist in working within their limited budget. We would recommend cost saving ideas such as holding the event at off times (such as between lunch and dinner) so that the food served could be simpler and thus less expensive. Another example is to serve casual foods in an upscale way such as beef tips and mashed potatoes in a martini glass. The style of service can enhance the perception of the food being served.

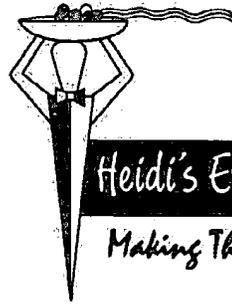


Heidi's Events & Catering

Making The Good Times Easy!

Rio Vista Recreation Center RFP Questionnaire

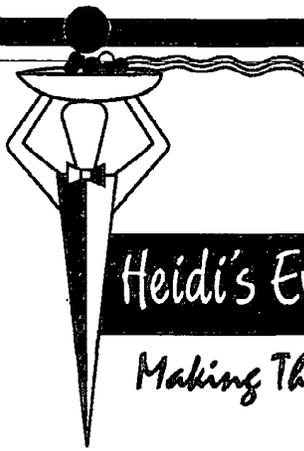
6. Indicate plans and methods for determining price increases and state conditions that would lead to price increases. We base our prices on the prices of raw food materials and gasoline. The only reasons that we would increase our catering prices would be due to a raise in grocery and gas prices.
7. Provide information related to level of service being proposed, i.e. buffet style, table served, etc. We cater all levels of service. We believe that everyone deserves the lovely event that they have in mind. To date, we have not come across a level of service that we would not or could not do. We most commonly cater buffet style, table served, stations, hand passed, and family style service.
8. Describe procedures to ensure that the monthly payments are processed and received by the City by the timeframes established in the contract. On the last day of each month, the Heidi's Events and Catering Event Planner that is in charge of events held at Rio Vista Recreation Center will complete the settlement forms for all events held in the venue throughout that month and submit them to our controller. The controller will have a check payable to the City of Peoria cut by the 5th of the month so that it is delivered to the City by the 10th of each month.



Heidi's Events & Catering

Making The Good Times Easy!

Company Policies on Event Terms (including deposits)



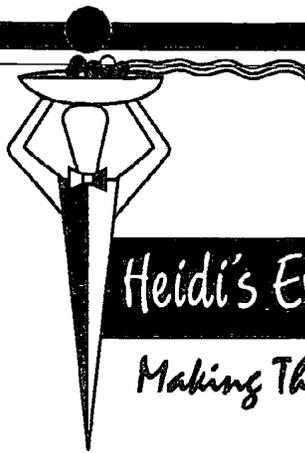
Heidi's Events & Catering

Making The Good Times Easy!

CONTRACT TERMS

CORPORATE TERMS Minimum guaranteed count is due ten days prior to event date. Final payment is due at that time unless your company has been set up with us on corporate terms with a net 30 option. Changes may be made to the contract up to ten days prior to the event. We will do our best to accommodate increases after the ten days but cannot guarantee. Decreases more than 20% are subject to additional charges. Cancellations within 7 days of an event are subject to the full cost of the event. Cancellations must be made in writing by certified mail OR email with a returned email from the event planner stating the cancellation was received and accepted. All services and equipment are subject to a sixteen- percent operations fee and eight and one tenth percent sales tax. **Eighteen percent gratuity will be added to all corporate events prior to billing.** A one and one half- percent finance charge will be applied per day to any events unpaid past thirty days.

SOCIAL TERMS A one hundred-dollar deposit is required to hold the date. Changes may be made to the contract up to ten days prior to the event. Decreases of more than 20% are subject to additional charges. Final count and non-refundable payment is due ten days prior to event date. Any additions made after ten days will be considered but can not be guaranteed. All services and equipment are subject to a sixteen- percent operations fee and eight and one tenths- percent sales tax. **Gratuity is not included** but can be added to the contract at finalization or given directly to your staff the night of the event if you are completely satisfied with the service. Cancellations to contract must be made in writing by certified mail. The one hundred dollar deposit is nonrefundable if the event is canceled. Cancellations made within forty five days of event are subject to payment of fifty percent of contract. Cancellations made within thirty days of event are subject to seventy five percent of contract price. Damaged or missing equipment will be billed to client at standard replacement value.



Heidi's Events & Catering

Making The Good Times Easy!

GENERAL INFORMATION

Our Mission Statement

Build and maintain a business with a solid foundation. Provide quality jobs for honest people. Offer limitless customer service fueled by creative passion. Be a leader in the industry with cutting edge food, presentation and people.

About Us

Heidi's Events and Catering offers full service catering and special event planning for corporate, weddings, social events, and a full line of rental equipment. We have a beautiful 11,000 square foot state of the art catering commissary, showroom, community room, and rental warehouse in Tempe, Arizona. Our community room is available for meetings, dinners and socials. Our lovely event venue, La Petite Maison is available for intimate receptions and gatherings.

Heidi's Events and Catering has been making the good times easy since 1992. We have been rated one of the top caterers in the Valley by the Arizona Business Journal every year since 1999. Heidi attributes her success to her incredible team, a commitment to provide quality service, effortless event planning, creative menus, and incredible presentation. Always staying current and in the new...

Our Team

Heidi takes pride in her serving staff. Our culinary team is led by Executive Chef, Carl Wendt who firmly believes in buying local, and preparing only the freshest foods made from scratch using the finest ingredients. The operations team is led by Juan Lizardi, making sure that everything necessary for each event is loaded in the appropriate vehicle so that the event staff arrives fully prepared to do their job. The operations team maintains our beautiful fleet of trucks and keeps our warehouse clean and organized. Event staff are hired, trained, and managed by our Five Star Service Manager, Adam Zimnisky. Event staff are very professional in casual or formal attire. They will do everything to make sure your event is a success such as build creative displays, serve food and beverages, tend to the needs of your guests, and open up your time so you can be a guest at your own event! After the event, the staff will pack the leftovers, tear down and clean everything. Heidi and her event planners are your first point of contact. With almost 30 years combined experience, their creative ideas and flawless execution will take any stress you may have in planning your event away. Heidi's planners are involved in the Wedding and Event Network, the National Association of Catering Executives, the Association of Bridal Consultants, the International Special Events Society, as well as attending the International Catersource Conference in order to bring you the latest and greatest trends in food and design. Heidi's Events and Catering is a drug free workplace.



Heidi's Events & Catering

Making The Good Times Easy!

Copies of Licenses, Certifications, Permits, Etc.



City of Phoenix
EQUAL OPPORTUNITY DEPARTMENT

HEIDIS EVENTS & CATERING INC

IS HEREIN GRANTED

**WOMAN-OWNED BUSINESS ENTERPRISE (WBE)
&
SMALL BUSINESS ENTERPRISE (SBE)
CERTIFICATION**

In the Area(s) of

Catering and party rental

Certification Eligibility: January 31, 2009 – January 31, 2012

*This certification is valid through the above date provided this firm meets the
on going programmatic standards and fulfills the annual update requirement
to remain in good standing as a WBE/SBE*

A handwritten signature in cursive script, appearing to read 'Carolyn S. Gall'.

Carolyn S. Gall, Deputy Director
City of Phoenix Equal Opportunity Department



ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX, ARIZONA 85007-2650

NOTICE OF EMPLOYER WITHHOLDING IDENTIFICATION NUMBER

THE WITHHOLDING IDENTIFICATION NUMBER SHOWN BELOW WILL BE USED BY THE ARIZONA DEPARTMENT OF REVENUE TO IDENTIFY YOUR ARIZONA QUARTERLY REPORT OF INCOME TAX WITHHELD (FORM A-1-91) AND PAYMENT OF ARIZONA INCOME TAX WITHHELD (FORM A-1-WP). YOUR WITHHOLDING IDENTIFICATION NUMBER MUST BE SHOWN ON REPORTS, DOCUMENTS, AND RELATED FORMS OF CORRESPONDENCE.

ISSUED TO

MELONI'S HOME CATERING, INC.
 C/O MELONI, REYNOLDS,
 3646 E. RAY RD. #B-1620
 PHOENIX, AZ 85044

07-404995-8

ALL communications
 and Reports MUST
 REFER to this
 LICENSE NO.

EFFECTIVE DATE 04/01/96

PRINT DATE 04/18/96

ARIZONA DEPARTMENT OF REVENUE
 LICENSE & REGISTRATION SECTION
 1600 WEST MONROE
 PHOENIX, ARIZONA 85007-2650



MUST BE
 DISPLAYED IN A
 CONSPICUOUS PLACE

T R A N S A C T I O N P R I V I L E G E T A X L I C E N S E
 -NOT TRANSFERABLE-

THIS LICENSE IS ISSUED TO THE BUSINESS NAMED BELOW FOR THE ADDRESS SHOWN. LICENSEES, BY LAW, MAY NOT BE TRANSFERRED FROM ONE PERSON TO ANOTHER, NOR CAN THEY BE TRANSFERRED FROM ONE LOCATION TO ANOTHER. ARIZONA LAW REQUIRES LICENSEES TO NOTIFY THE DEPARTMENT OF REVENUE IF THERE IS A CHANGE IN BUSINESS NAME, TRADE NAME, LOCATION, MAILING ADDRESS OR OWNERSHIP. IN ADDITION, WHEN BUSINESS IS DISCONTINUED OR BUSINESS LOCATION CHANGES AND A NEW LICENSE IS ISSUED, THIS LICENSE MUST BE RETURNED TO THE ARIZONA DEPARTMENT OF REVENUE.

THE LICENSEE LISTED BELOW IS LICENSED TO CONDUCT BUSINESS UPON THE CONDITION THAT TAXES ARE PAID TO THE ARIZONA DEPARTMENT OF REVENUE AS ACCRUED UNDER PROVISIONS OF ARS TITLE 42, CHAPTER 8, ARTICLE 1.

ISSUED
 TO

HEIDI'S HOME CATERING, INC.
 C/O HEIDI REYNOLDS
 3646 E. RAY RD. #3-1620
 PHOENIX, AZ 85044

(DBA) HEIDI'S HOME CATERING, INC.
 21 W. BASELINE
 TEMPE, AZ 85282

ALL communications
 and Reports MUST
 REFER to this
 LICENSE NO.

07-521522-1

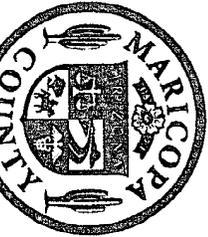
11 BUSINESS CODE

04/01/95 EFFECTIVE DATE

04/18/95 PRINT DATE

PERMIT TO OPERATE

Environmental Services Dept.
1001 N Central Ave, Suite 100
Phoenix, AZ 85004



TYPE OF PERMIT: FOOD CATERING

PERMIT NO. SG53315
EXPIRATION DATE: 03/31/2010

FEE: \$530.00

HEIDIS EVENTS & CATERING
2095 W 15TH ST
TEMPE, AZ 85281

PREMISES:
HEIDIS EVENTS & CATERING
2095 W 15TH ST
TEMPE

THE ABOVE NAMED PERMITTEE SHALL OPERATE THE FACILITY IN COMPLIANCE WITH THE ENVIRONMENTAL HEALTH CODE AND THE LAWS OF THE STATE OF ARIZONA. THE ISSUANCE OF THIS PERMIT DOES NOT WARRANT THAT THE ESTABLISHMENT IS BEING MAINTAINED IN COMPLIANCE WITH ALL THE ABOVE CITED REGULATIONS. THIS PERMIT MAY BE REVOKED FOR SERIOUS AND/OR REPETITIVE VIOLATIONS PRIOR TO THE EXPIRATION DATE.

THIS PERMIT IS NOT TRANSFERABLE AND MUST BE POSTED IN A CONSPICUOUS PLACE
District: 08 Site Location: A01042000

Account Number
109205

Valid until 12/31/2009
unless revoked

Tempe

2009

Privilege Tax

The person or firm listed below is hereby licensed to conduct business in the City of Tempe subject to the provisions of the Tempe City Code, Chapter 16

Post in a Conspicuous Place

HEIDIS EVENTS & CATERING
2095 W 15TH ST
TEMPE AZ 85281

Business Address:

HEIDIS EVENTS & CATERING
2095 W 15TH ST
TEMPE AZ 85281

Non-Transferable

Bruce Smith, License and Collection Supervisor



Heidi's Events & Catering

Making The Good Times Easy!

Sales History



Heidi's Events & Catering

Making The Good Times Easy!

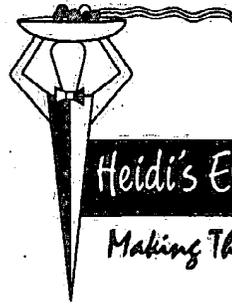
Sales Volume History

Heidi's Events and Catering has been in business since 1992. The following is a list of the past three years of gross sales history.

2006: \$2,521,914

2007: \$2,914,386

2008: \$2,694,338



Heidi's Events & Catering

Making The Good Times Easy!

Staff-to-Customer Ratios



Heidi's Events & Catering

Making The Good Times Easy!

Event Staffing (Staff-to-Customer Ratios)

Following is a guideline for how we staff our events starting at the top of the hierarchy.

Banquet Captain—1 per event as the front of the house supervisor (2 for guest count > 200)

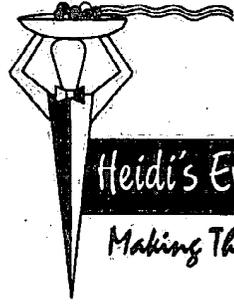
Scullery Captain—1 per event to as the kitchen supervisor

Scullery Assistant—1 per each event with china service and 1 additional per table served item. For stations, one assistant will be staffed per station.

Floor Captain—1 per event with china service (2 for guest count > 200)

Servers—1 for every three tables (servers on table served events work in teams of 2)

Chefs—depends on menu served



Heidi's Events & Catering

Making The Good Times Easy!

References and Testimonials



Heidi's Events & Catering

Making The Good Times Easy!

REFERENCES

"Thank you so much for everything! We have received countless compliments and amazing feedback on our wedding; everything from the site location to the food, cake, Rich...everything was wonderful! And we had an amazing time! My goal throughout the entire planning process was to have a stress free, relaxed, easy wedding for me, Todd and our parents. I didn't want anyone to have to worry or stress over anything...and we didn't. It was perfect. It was a night to remember forever! Thank you for everything!"

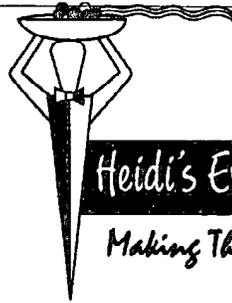
Kara Pries, wedding for 110 people at Boojum Tree Hidden Garden May 9, 2009
(602) 692-2295 karap17@gmail.com

"We truly cannot say enough about how professional and courteous all of the staff were. You have a great crew! The food was fantastic--we received lots of comments about how good the food was and made sure to tell them we used Heidi's Events. Thanks to your staff the day exceeded our expectations--our guests were impressed with the food and staff and everyone had a great time. I want to thank Drew and the Event Staff for helping make our wedding day a truly memorable day, everything and everyone was wonderful. Honestly, we couldn't have been happier with the staff or the food--everything was simply perfect! We will definitely recommend you to anyone and everyone!"--

Deborah Harbison wedding reception for 43 people residence on April 18, 2009
(480) 219-5487 dlh721@gwmail.gwu.edu

"The staff that came for our event were all amazing! The event captain was so great. She knew our event like the back of her hand and was so helpful. The floor captain took care of everyone at the head table and he was awesome. All the staff was wonderful and so helpful. The tables looked more amazing than I ever imagined and the food was great"

Stephanie Owen, wedding for 220 guests at Val Vista Lakes on March 14, 2009
(928) 530-7830 Stephanie_Owen24@hotmail.com



Heidi's Events & Catering

Making The Good Times Easy!

REFERENCES

"If I were giving a grade I would say-----A+. Drew was a delight to work with as well as all the staff that you sent. The captain was equally prepared and was always positive. I can't thank you enough for what Heidi's did to make our event a wonderful experience for our guests. The tables looked beautiful, the food delicious, and the edible centerpieces with the individual fondue service was certainly fun! All of the servers pitched in and did whatever was necessary to move the event along. Please give them all a big round of applause and tell them how much we appreciated their cheerfulness and efficiency. And Heidi, your suggestion for the short ribs was a hit! Everyone commented on the tenderness of the meat and the vanilla scented mashed potatoes disappeared quickly at my table. I will certainly recommend you whenever I get a chance and please feel free to use me as a reference. It was a real pleasure to work with Heidi's for Art on the Move."

**Debby Elliott, Event Chair (480) 969-2731 debnesell@cox.net
Mesa Arts Foundation Gala Table Served Dinner for Art on the Move 2009
Fundraiser January 31, 2009**

Further References:

Joanne Park, Ping (602) 687-5219 joannep@karsten.com
Numerous Meetings, Christmas Parties, Employee Appreciation Lunches, and Birthday Parties

Leslie Friedman, Girl Scouts
lesliefriedman@girlscoutsaz.org 602-452-7003
Meetings and Alumni Reception for Girl Scouts of Arizona

Shannon Carpenter; Carpenter Hazlewood LLC
Shannon@carpenterhazlewood.com 480-991-6949
Weekly Lunch Meetings and Round Tables, Seminars and Discussions, and Holiday Parties



May 27, 2009

To Whom It May Concern,

I have had the pleasure of working with Heidi Vail of Heidi's Events and Catering for the past 13 years. Heidi's attention to detail, professionalism, energy and talent for adding the WOW factor to everything she touches has contributed to the success of her company.

She is one the Valley's most amazing businesswomen and a fabulous community partner. I use Heidi's Events and Catering as much as possible because I never have to worry. She delivers as promises and always goes above and beyond to ensure the success of the events. She makes me look good and our events a huge success!

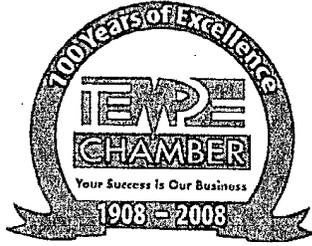
Heidi also has a passion for community and lends her experience and expertise when needed. I have never met a more generous person who has such an amazing company.

If you need any further information, please contact me at (480) 965-2133 or alissa.pierson@asu.edu.

Sincerely,

Alissa Pierson

Associate Executive Director, Programs and Constituent Relations



May 26, 2009

To Whom It May Concern,

It is my pleasure to highly recommend Heidi's Events and Catering. Heidi has worked with the Tempe Chamber on numerous events ranging from small corporate lunches for 25-40 people, to putting on Los Tres Amigos with more than 1200 people.

Los Tres Amigos is a joint Chamber mixer put on by the Phoenix, Scottsdale and Tempe Chambers of Commerce each year. Heidi's Events put on a record breaking mixer that doubled the amount of people regularly held at this event. The food, entertainment and overall ambiance are still being talked about today!

Heidi's menus are always creative, delicious and served with unique and eye-catching presentations. Her staff is wonderful, always professional, and extremely helpful and they anticipate your every need. I have worked with Heidi for more than 13 years and I am constantly amazed at how she keeps ahead of the trends in catering and consistently provides outstanding quality and service for every client she serves.

I have watched Heidi's Events & Catering grow from a small start up caterer to one of the state's most prestigious and successful catering companies. Heidi's attention to detail shows in everything she does. I refer her business to fellow Chamber members, friends and associates every chance I get.

Sincerely,

A handwritten signature in cursive script that reads "Renee Lopata".

Renee C. Lopata, CAE
Senior Vice President, Tempe Chamber

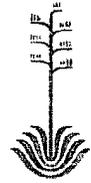
www.tempechamber.org

909 EAST APACHE BLVD. ■ PO BOX 28500 ■ TEMPE, AZ 85285-8500 ■ 480 967 7891 ■ 480 966 5365 FAX

Friday, May 22, 3009

To Whom It May Concern:

It is my pleasure to recommend Heidi's Events and Catering for your venue. As the Social Event Coordinator at the Desert Botanical Garden, I have seen Heidi's Events and Catering work hundreds of weddings, rehearsal dinners, birthday parties, corporate receptions, meetings, and so much more here at the Garden. From the beginning of the planning process to the end of the actual event, Heidi and her staff are absolutely great to work with.



DESERT
BOTANICAL
garden

I am constantly receiving positive feedback from Heidi's clients. Brides are incredibly appreciative of Heidi's prompt responses and proposals to their initial inquiries. Once people choose Heidi's Events and Catering for their event, they often use the same two words to describe them: flexible and creative. Whether you are planning your dream wedding or your company's holiday party, everyone can appreciate a flexible caterer who is willing to work them on everything from food to décor to budget. Additionally, Heidi is always happy to lend advice and make unique suggestions to enhance her client's events. Heidi's guidance and expertise make her clients feel extremely comfortable because they know they are in good hands.

In addition to the commendable feedback I receive from Heidi's clients, I personally have had countless positive experiences working with Heidi and her staff. From the catering captain to the chef to every individual server, her employees are friendly, professional, and always eager to give the client exactly what they want. They are easy to work with and happy to help in any way they can. It is not uncommon that on any given night, Heidi's Events and Catering will be working the majority, if not all, of the Garden's venues.

When you choose to work with Heidi's Events and Catering, you are choosing experience and quality, but most of all a personal level of service that you cannot find anywhere else.

If I can be of further assistance, or provide you with any additional information, please do not hesitate to contact me.

Yours Sincerely,

Debbie Weisz

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SS
HEIDI-2

DATE (MM/DD/YYYY)
06/24/09

PRODUCER Horizon Insurance Group, Inc. 2880 E. Northern Avenue Phoenix AZ 85028-4802 Phone: 602-992-9750 Fax: 602-992-9775	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Heidi's Events & Catering, Inc HTC Productions 2095 W. 15th Street Tempe AZ 85281	INSURER A: Auto Owners Insurance Co.	0093
	INSURER B: Founders Insurance Company	
	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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	0453433048	12/04/08	12/04/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		AUTOMOBILE LIABILITY	0453433048	12/04/08	12/04/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" 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				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$	
A		Hired Auto Physical Damage	0453433048	12/04/08	12/04/09	PROPERTY DAMAGE (Per accident)	\$ \$500.00 Ded
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY	0453433048	12/04/08	12/04/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 1,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
B		Liquor Liability	LLAZ000437	12/04/08	12/04/09	Occurance	\$1,000,000
						Aggregate	\$1,000,000

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

Certificate holder is included as Additional Insured as respects to General Liability per form 55181 12/04 per order on file with carrier.

CERTIFICATE HOLDER

CITY OF P

City of Peoria
8401 W. Monroe St.
Peoria AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

[Signature]