



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**
 Contact: **Lisa Houg, CPPB**
 Project No: _____ Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

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

OFFER

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

For clarification of this offer contact:

Name: Tanya Queen Telephone: ⁶²³ 334-0010 Fax: ⁶²³ 334-0090

SKYE Superclub, LLC _____
 Company Name Authorized Signature for Offer

11244 N. Arrowhead Ftn Ctr Dr _____
 Address Printed Name

Peoria AZ 85382 Director of Events
 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: _____
 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

 Stephen M. Kemp, City Attorney

CC: _____

Contract Number: _____

Contract Awarded Date July 10 2009

Official File: _____

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

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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



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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.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all 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



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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:



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- 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.



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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

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for 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.



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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.



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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



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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 "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

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

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.



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- 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.



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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.



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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.



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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.



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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.



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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



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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



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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.



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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

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| 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 | | |

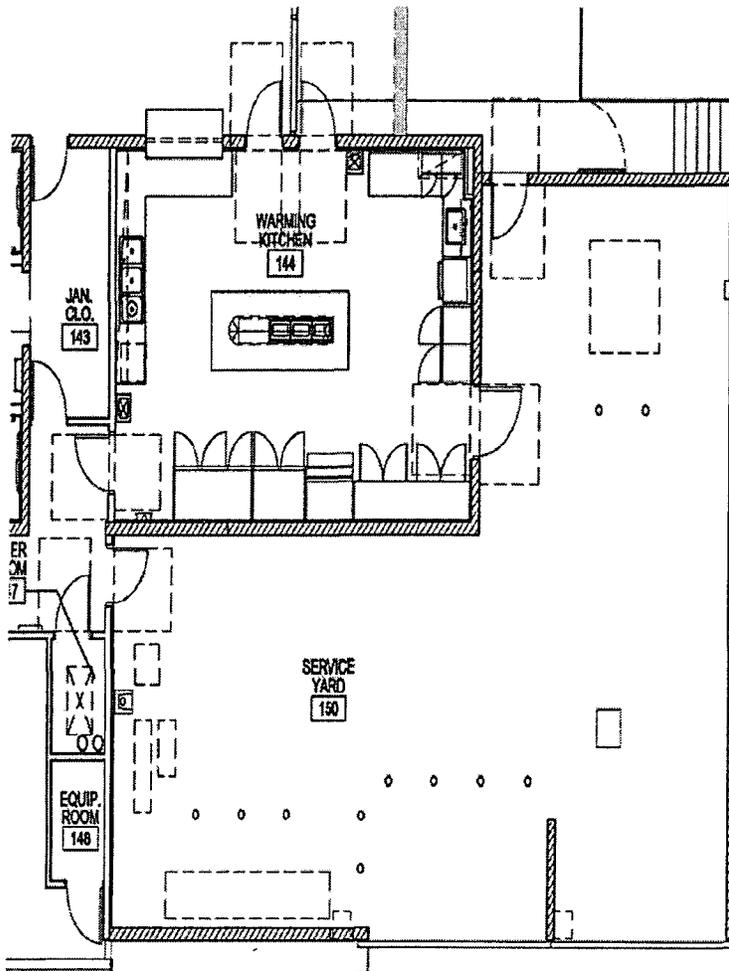


ATTACHMENT B

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

| | | | | | | | | |
|------------------------------|------|------|------|------|------|------|------|------|
| Serviceware | | | | | | | | |
| 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.



restaurant 623-334-0010
fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382 www.skye-restaurant.com

May 28, 2009

Thank you so much for your time in both the preparation for the RFP and your time in reviewing our proposal. We at SKYE Fine Dining are very proud to be a part of our ever growing home, the West Valley, and look full forward to being known as an institution that is fondly known as one of the many 'Jewels of the West Valley'. We do believe being accepted in partnership with the Rio Vista Recreation Center will give us yet another tool in accomplishing our long term goals.

We look forward to your feedback.

Regards,

Chef Scott Tompkins
Executive Chef / Partner

Tanya Queen
Director of Events
tanya.queen@skye-restaurant.com
(623) 334.0010 x 207



Method of Approach to Accomplish Scope of Work:

II. Contractor Requirements

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.
 - a. At SKYE Restaurant & Catering, we have accomplished a goal that many cannot; we have maintained an extremely highly talented group of individuals from Culinary to Front of the House. As a team, 40% of our staff ranging from Executive Chef, Director of Events, Captains, Sous Chefs, and our invaluable service staff have 'gone into battle' as a Catering Team ranging from 8 to 10 years together. Beginning together with Marco Polo in 1999 of the Mastro Group Restaurants and traveling together, to follow our amazing Chef owner, Scott Tompkins, to the wonderful project that is SKYE. It was a big step for our staff to leave the Scottsdale / Camelback Corridor area for the new and 'untamed' grounds of the West Valley, however, we have done it and are having a tremendous time doing it and succeeding. We at SKYE do believe we have 'risen the bar', so to speak, for our local guests to expect the same quality of service and high standards of food that is expected in Scottsdale; and both our catering guests and our restaurant guests, know they will receive just that, quality and consistency, with an event that involves SKYE. At the events at Rio Vista, you will be greeted with the same faces time after time, all with exact understandings that we are not only representing your venue, but ours as well.
2. Keep complete and accurate financial records of all business transactions and provide timely reimbursement to the City of Peoria.
 - a. Our Office Manager holds sole responsibility with keeping with up with the entire restaurant's accounting, billing, and receiving. This person is apprised with time frames and due dates, as well as followed up by the Director of Events, Tanya Queen, to insure all monies and reports are turned in on a timely manner.
3. Utilize care and proper maintenance and cleaning of city property within the Rio Vista Recreation Center.
 - a. Being an Owner Operated Restaurant and Catering Company, we do know the true value of the cost of equipment and how important it is to maintain equipment for future uses and by not properly maintaining our surrounding area, the costs reach out much deeper than simply the loss of a piece of equipment, but the loss in productivity as well. We will and do take ownership of all in our use, from rental equipment, to those pieces belonging to Rio Vista.
4. Provide a broad mix of food and beverage options appealing to all segments of the community.
 - a. We are quite capable of providing a large range of quality food and beverage, while meeting the client's budget. At SKYE, all of our food items are made from scratch in the restaurant, each and every day, which allows us to create anything and everything from a Continental Breakfast, to a Mexican Buffet, up to and including a Prime Steak Fine Dining Dinner not to be soon forgotten. Our Restaurant and Catering menus take influences from all over the world and our Chef works very hard with food vendors to always provide the very best quality that money can buy. We have catered weddings, corporate events, charity events, and quiniceras, all with different food and budget requirements, with great success.



5. Provide quality catering services at a competitive, affordable cost to the various market segments that lease the Rio Vista Recreation Center Lakeview Room.
 - a. With our Chef Owner, Scott Tompkins, constantly keeping up with current food markets, and our buying power between the catering company and the restaurant, we are able to receive the deepest discounts and bulk pricing, and we always pass this onto our client, in every case.
6. Provide outstanding customer service to lessees throughout the rental process and ensure that the staff is provided with the appropriate training.
 - a. From the restaurant to our catering company, our clients return year after year. Be it to celebrate the holidays with their company celebrations to several families in which we have taken part in every birthday, graduation, and marriage celebration that they have, SKYE is the only caterer that these wonderful guests will only consider. We have specific guidelines and forms that all employees are given prior to each event, every staff member will know what the event is, who is hosting, any special arrangements, and a lengthy list of additional details, a guest will be able to approach any service member, at any time, and be able to find the answer they need. Along with our letters of reference, also included are a sampling of our "Thank you Letters" wonderful testimonials from our guests, which are always hung in the restaurant for all to see; as a good portion of us have worked together for so long, catering and service are our lifestyles as well as our livelihood.
7. Ensure catering operation is in full compliance with all regulations and laws relating to the preparation and distribution of food, beverage, and alcohol.
 - a. All of our employees are TIPS certified as well as hold current food handler's cards. We also hold a series 6 liquor license that enables us to provide alcohol to our catering guests. In addition, our staff training goes on in a consistent manner in monthly and annual bases.
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.
 - a. Large parties are fondly referred to as 'Our Specialty'. Our timing for service is a perfect science, and we can present a course for up to 400, in 18 minutes, from the first plate out of the kitchen, piping hot, to the last plate served. With staff immediately returning to 'the top' of the room to refill beverages and attend to the guests' needs. Our staff knows the importance of large group's and future business, quite often, we receive new clients from the attendance of these large events, seeing how efficiently we can run large gatherings, our guests feel certain that their 'smaller' event will take on the same grace and elegance. Our staffing for these larger events is also quite the science, with our service staffing listed as 1 for every 18 guests, server assistants at 1 for every 20 guests, and Chef and Cooking Staff as 1 for every 40 guests, and bartenders are listed as 2 for every 100 guests. Our staffing is a tried and true number that provides the very best in service and guest feedback.
9. The Caterer shall assist in marketing the Rio Vista Recreation Center through various activities..
 - a. SKYE Restaurant & Catering participates in many charity and promotion events throughout year, including, but not limited to Liver Alliance, Flavors of Phoenix, Phoenix Cooks!, West of Western @ the Phoenix Art Museum, March of Dimes event, Best of the Fest with Scottsdale Culinary Festival, Wedding Expos, Business Expos, and City of Peoria Chamber Events. We display all of our information from our Live Entertainment Calendars to our Catering &



Private Event Information, and with the constant promotion of the West Valley and all of the great attractions we have, we would proudly display the Rio Vista Recreation Center as another location option for an event.

10. The Caterer shall have financial resource that, in the opinion of the City, are adequate to ensure full and proper performance of the contractual agreement.
 - a. We are independently / locally owned and have full and complete ownership of our land, the building, and all equipment in and out of the restaurant; therefore, we do not have rent or leases to pay for, we will be here for the long run~!
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 and City has final approval on all such materials.
 - a. SKYE Restaurant & Catering has a full time marketing department which creates and maintains not only our menus and information, but our website and other forms of marketing.
12. The Caterer shall only serve beverages that are Pepsi products.
 - a. SKYE will only serve the requested 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 (less gratuity and applicable taxes).
 - a. SKYE does agree to the percentages and will not expose any percentages to any client either verbally or in writing.
14. The Caterer shall submit on a monthly basis: the Catering Monthly Settlement Form, Client Receipts for each catering event held during the month and a check payable to the City of Peoria.
 - a. SKYE does agree to provide the Monthly Settlement Form, Client Receipts, and the checks in a timely manner and by the due dates listed, with understanding of the consequences if the proper procedures are not followed.
15. The Caterer is limited to entering into third party catering contract 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.
 - a. SKYE does agree to this stipulation, should a client like to secure SKYE Catering for an event outside of this time frame, we will put the event in our calendar and make every effort with the Rio Vista Recreation Center to open the dialog to make certain the event can be handled by both parties.
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.
 - a. SKYE does agree to handle all contracts in an efficient and timely manner and provide to Rio Vista Recreation Center all documents as requested.

III. Quality of Service

SKYE Restaurant & Catering takes great pride in our motto, 'Whatever it Takes' and we are committed to provide the very best quality in food, beverage, and service. As well as making certain the guests' wishes and whims are all well taken care of and followed through on. For the



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end of events, we have a cleaning checklist that must be completed by the Captain to ensure all items are cleaner than we when arrived from the floors to the equipment, be it ours, rentals, or from a facility that we are using. These rules that are self imposed will be carried on at Rio Vista Recreation Center.

IV. Operating Conditions

SKYE fully agrees with all listed operating conditions and are certain the City and the Manager on Duty for Rio Vista will be quite pleased with our exit strategies on a prompt end to every event, every time. With specific teams dedicated to cleaning of dishware, teams dedicated to trash, and specific teams dedicated to glassware and rentals. This system has proven to leave with a quick bow and a 'wow' by the manager on site.

V. Utility Services

SKYE fully understands and agrees with all points listed in Utility Services; we will make every effort to go 'green' as we do here at the restaurant, including working with a service that turns our used cooking oil into Diesel Gas.

VI. Cleaning and Maintenance

SKYE fully understands and agrees with all points listed in Cleaning and Maintenance. As SKYE is used to removing all trash and bringing it back to the restaurant for disposal, it will be very nice to have trash bins for our usage for Rio Vista Recreation Center. For excesses of food, SKYE also teams up with a local church who picks up our extra foods for their soup kitchen. SKYE shall maintain all equipment as if it belonged to us personally, with care, caution, and cleanliness. SKYE will not post any signage or alter the facility in any manner.

VII. Equipment & Supplies

SKYE fully understands and agrees with all points listed in Equipment & Supplies. SKYE does own most of its own equipment further to the items provided by the City. SKYE owns catering silver, china, and glassware for 250 and works well with rental companies to provide services needed above and beyond.

VIII. Caterer Employees

SKYE fully understands and agrees with all points listed in Caterer Employees. SKYE's pride and joy are our employees, with strict personal cleanliness guidelines, (no visible piercings, tattoos, moderate make-up, hair pulled back into ponytail for females and no hair longer than collar for males). Our staff are professional staff members who do not typically use the restaurant and catering events as their 'second job' yet as their primary source of income. Our uniforms consist of Long Sleeved, Button Down, Collared Black Shirt, Black Vest, Black Slacks, Silver Tie, Black Belt, socks, and shoes. There are the times in which our clients request a different uniform, (luau event with Hawaiian Shirts, etc) at that point, we will inform a representative of Rio Vista Recreational Center for approval. Should Rio Vista Recreational Center deem any of our employees as unsuitable, we will abide by the rules set forth.



XI. Observance of Laws, Rules, and Regulations

SKYE fully understands and agrees with all points listed in Observance of Laws, Rules, and Regulations and is committed to providing the safest environment for our guests, Rio Vista Recreation Center and its employees and our SKYE employees as stated by all State and Local Laws.

Questionnaire

1. Describe your ability to generate rentals at the Rio Vista Recreation Center. Indicate how you will help promote the facility.

Answer: SKYE Restaurant & Catering takes great pride in one of our marketing techniques, one of which we call, "Hand to Hand Marketing" which consists of taking part in a great many Business Expos, Charity Events, and Wedding Expos. We are very good at setting up booths at Expos which gather attention of attendees (free food always does wonders) and by our attractive and professional Expo displays which features hi gloss pictures of the restaurant and our irresistible food. Our display stands 8' x 8' and is lit so it, along with our food, attracts attention. We would be most happy, when appropriate, to have pictures of the Rio Vista Recreation Center and assist in promoting the venue as, "one more location in which you can enjoy SKYE". Again, being very proud of the West Valley, it is important to let our neighbors from surrounding cities, (Scottsdale, Phoenix...) know exactly what the West Valley offers. Education is the key to bringing our neighbors here to Peoria, letting them know about the quality and possible savings one can have from having an event here in our city. We also have various forms of "four wall marketing" in which we market to our existing guests, via email newsletters, of which we now have over 10,000 names, our four plasma screen TVs throughout the restaurant that play a looping DVD of highlights of the restaurant, we often use 30 second increments with other companies (including local charity events, neighboring hotel information, and companies that may be sponsoring an event at SKYE) we would be very happy to include a segment on Rio Vista Recreation Center.

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.

Answer: In the past year alone, SKYE participated in 18 different events consisting of guests of 150 or more. The events range from Corporate Christmas Parties, A Wine Show, Weddings & Receptions, Plated Dinners for Barrett Jackson and Drive the Dream with Childhelp (for the past 3 out of 4 years), Breakfast Buffets, Charity Fashion Shows, Art Shows, & Group Cooking Class presented by our Chef Owner Scott Tompkins. These events range from cocktail parties with Bar to Seated, Plated Dinners, all met with rave reviews and re-bookings for a vast majority of the events.

3. What ethnic foods do you prepare?

Answer: We can provide any type of food that is requested by our client. We have, in the past done full Luaus (complete with Roasted Whole Pig), Mexican Buffets, Italian Feasts, we



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specialize in New American Cuisine, which is defined as, "Old world foods brought together with a New World Flair". Breakfasts, Sandwiches, Salads, Wraps, and Soups can also be done.

4. Does your company provide a Kid's Menu? If so, list some of the menu options.
Answer: We do offer a children's menu with options including Chicken Fingers and French Fries (homemade), Mac and Cheese with Fresh Fruit, Hot Dogs or Hamburgers.
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.
Answer: The first option is a lighter fare, rather than a full dinner, opt for light hors d'oeuvres. A different time frame may also be a solution, rather than a 7:00 pm on a Saturday evening, make the event 2:00 pm in the day, luncheons are served and therefore at a lesser cost to the client. Cash Cocktails is another option, in today's economy, guests are not always expecting their hosts to pick up the entire event. Offering a Chicken Dish rather than a prime steak, although we are known for our Steak, our Chicken Entrees are just as delicious and could easily win over the toughest crowd.
6. Indicated plans and methods for determining price increases and state conditions that would lead to price increases.
Answer: Prices for events with signed contracts do not increase in price. Our prices are guaranteed once the contract is signed, no matter the cause for the price increase with our vendors. With our aggressive work with our food vendors, and our buying power as a restaurant and catering company, our prices generally do not see a large amount of increases. Chef does an amazing job 'shopping' and keeping our quality high and our prices consistent. Should price increases become necessary, our menus will be updated and dated at the time of the revision.
7. Provide information related to level of service being proposed, i.e. buffet style, restaurant style, etc.
Answer: We will provide any type of service as required by our clients, our staffing perimeters are as follows: Buffet: 1 server for every 30 guests, 1 server assistant for every 50 guests, 1 bartender for every 50 guests. For a Plated Dinner: 1 for every 18 guests, server assistants at 1 for every 20 guests, and Chef and Cooking Staff as 1 for every 40 guests, and bartenders are listed as 2 for every 100 guests.
8. Describe procedures to ensure that the monthly payments are processed and received by the City by the timeframes established in the contract.
Answer: Our Office Manager holds sole responsibility with keeping with up with the entire restaurant's accounting, billing, and receiving. This person is apprised with time frames and due dates, as well as followed up by the Director of Events, Tanya Queen, to insure all monies and reports are turned in on a timely manner.



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www.skye-restaurant.com

Wedding Event Seated Dinner for 200 Guests Providing Linen, Basic China, and Silverware

Salad

Choice of One:

Chopped Salad

Of Artichokes, Tomatoes, Red Onion, Parmesan Cheese and Red Wine Vinaigrette

Traditional Caesar Salad

Spinach Salad

with Dijon Bacon Dressing

Garden Salad

With Homemade Ranch Dressing

Entrée

Choice of One:

Pecan Chicken

*This specialty is studded with pecans
and served with Jack Daniels' Apple Coulis*

French Chicken

Free Range Chicken Breast, Pan Seared, with Vanilla Bean Cream and French Brie

Chicken Marsala

Presented with Spinach Fettuccini

Vegetable

Choice of One:

Mashed Potato

Baked Potato

Rice Pilaf

Honey Glazed Carrots

French Green Beans

Broccoli & Cauliflower

Dessert

Wedding Cake

(flavors to be determined via tasting)

Beverages

Iced Tea

Coffee

Water

White Linen, Basic White China, and Silver are included in menu price
\$34.50 per person



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Wedding Event Seated Dinner for 200 Guests Providing Linen, Basic China, and Silverware
Continued

Well Package

Professional Bartender, Bar Set up, Coke, Diet Coke, Sierra Mist, Tonic, Club Soda,
and SKYE bottled water. Acrylic cups, Ice, Cocktail Napkins, Lemons & Limes

Liquors

Smirnoff Vodka, Beefeater Gin, Captain Morgan Tattoo Black Rum, Cuervo Gold Tequila
Cocktails @ \$6.00 per drink

Domestic Beers

(select two)

Budweiser, Bud Light, Coors Light,
Miller Lite, Michelob Ultra @ \$5.00 per bottle

Wine

Sterling "Vintner's Collection" Chardonnay & Merlot
@ \$6.00 per glass

Delivery Fee \$100.00

Five Chefs @ \$15.50 per hour (estimate 4 hours)

Ten Servers @ \$7.25 per hour (estimate 4 hours)

Four Bartenders Fee @ \$125 each

(please add 9.1% Sales Tax, & 21% Gratuity)

Estimated Event Cost: \$10,176.90 Including Labor, Tax, Gratuity



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Family Reunion Event Buffet Style for 200 Guests with Linen and Acrylic Service ware

Homemade Lavosh Breadsticks

Salad

Choice of One:

Chopped Salad

Of Artichokes, Tomatoes, Red Onion, Parmesan Cheese and Red Wine Vinaigrette

Traditional Caesar Salad

Garden Salad

With Homemade Ranch Dressing

Entrée

Choice of One:

St. Louis 'The Hill' Pasta

Tenderloin and Italian Sausage Sautéed in Garlic Marinara & Cream, Tossed with Penne Pasta and Mozzarella

Bowtie & Spinach

Chicken, Spinach, Garlic, Parmesan, & Pine Nuts

Dessert

Choice of One:

Lemon Torte Cake

Chocolate Mousse Cake

Raspberry Bomb

Beverages

Iced Tea

Coffee

Water

White Linen & Acrylic Service ware included in menu price

\$24.25 per person

Well Package

Professional Bartender, Bar Set up, Coke, Diet Coke, Sierra Mist, Tonic, Club Soda, and SKYE bottled water. Acrylic cups, Ice, Cocktail Napkins, Lemons & Limes

Liquors

Smirnoff Vodka, Beefeater Gin, Captain Morgan Tattoo Black Rum, Cuervo Gold Tequila
Cocktails @ \$6.00 per drink

Domestic Beers

(select two)

Budweiser, Bud Light, Coors Light,

Miller Lite, Michelob Ultra @ \$5.00 per bottle

Wine

Sterling "Vintner's Collection" Chardonnay & Merlot
@ \$6.00 per glass



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16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

Family Reunion Event Buffet Style for 200 Guests with Linen and Acrylic Service ware
Continued

Delivery Fee \$100.00

Five Chefs @ \$15.50 per hour (estimate 4 hours)

Six Servers @ \$7.25 per hour (estimate 4 hours)

Four Bartenders Fee @ \$125 each

(please add 9.1% Sales Tax, & 21% Gratuity)

Estimated Event Cost: \$7,393.85 Including Labor, Tax, Gratuity



restaurant 623-334-0010
fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

Class Reunion Event 150 Guests

Option One Light Dinner Option

COLD BUFFET PRESENTATION

IMPORTED & DOMESTIC CHEESE DISPLAY

Served with Fresh Fruit, Fruit Composts, & assorted Homemade breads and crackers

HOT BUFFET PRESENTATION

DUCK & BLACK BEAN EMPANADAS

FRENCH VANILLA BEAN & BRIE CHICKEN SKEWERS

CHEF ATTENDED

PASTA STATION

*Chef Attended, Fresh Spinach Linguine and Penne Pastas, Prepared to Order
With guests' selection of Saffron Concilli, Peas, Tomatoes,
Asiago Cheese, Basil, or Vodka Cream*

DESSERT STATION

CHEESECAKE LOLLIPOPS & CHOCOLATE COVERED STRAWBERRIES

White Linen & White China included in menu price

\$28.75 per person

Class Reunion Event 150 Guests

Option Two

Buffet Light hors d'oeuvres

Homemade Potato Chips

Fruit & Cheese Display

Imported and Domestic Cheeses

With Fresh Fruit Garnish

Crackers and Breads

Fresh Vegetable Crudités

An Assortment of Garden Fresh Raw Vegetables

Served with Homemade Dipping Sauces

Egg Rolls

Monterey Mushroom Fry

Steak Sticks

White Linen & White China included in menu price

\$21.85 per person



restaurant 623-334-0010
fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

**Class Reunion Event 150 Guests
Continued**

**Liquor Options
Well Package**

Professional Bartender, Bar Set up, Coke, Diet Coke, Sierra Mist, Tonic, Club Soda,
and SKYE bottled water. Acrylic cups, Ice, Cocktail Napkins, Lemons & Limes
For 2 (two) hour service

Liquors

Smirnoff Vodka, Beefeater Gin, Captain Morgan Tattoo Black Rum, Cuervo Gold Tequila

Domestic Beers

(select two)

Budweiser, Bud Light, Coors Light,
Miller Lite, Michelob Ultra

Wine

Sterling "Vintner's Collection" Chardonnay & Merlot

\$14.40 per person++

Each additional hour please add \$3.75 per person

**Pricings are based on 100 guests
1-49 guests please add \$2.50 per person
50-99 guests please add \$1.50 per person**

OR Cash Cocktails

Well Package

Professional Bartender, Bar Set up, Coke, Diet Coke, Sierra Mist, Tonic, Club Soda,
and SKYE bottled water. Acrylic cups, Ice, Cocktail Napkins, Lemons & Limes

Liquors

Smirnoff Vodka, Beefeater Gin, Captain Morgan Tattoo Black Rum, Cuervo Gold Tequila
Cocktails @ \$6.00 per drink

Domestic Beers

(select two)

Budweiser, Bud Light, Coors Light,
Miller Lite, Michelob Ultra @ \$5.00 per bottle

Wine

Sterling "Vintner's Collection" Chardonnay & Merlot
@ \$6.00 per glass



restaurant 623-334-0010

fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

Class Reunion Event 150 Guests

Continued

Delivery Fee \$100.00

Four Chefs @ \$15.50 per hour (estimate 4 hours)

Five Servers @ \$7.25 per hour (estimate 4 hours)

Three Bartenders Fee @ \$125 each

(please add 9.1% Sales Tax, & 21% Gratuity)

Estimated Event Cost, Option One, Cash Cocktails: \$6,478.56 Including Labor, Tax, Gratuity
Option One Hosted Bar: \$9,288.72

Estimated Event Cost, Option Two, Cash Cocktails: \$5,132.03 Including Labor, Tax, Gratuity
Option Two, Hosted Bar: \$7,942.19



restaurant 623-334-0010
fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

Arrangement of Services

Guarantee of Guest Count

A final guarantee of guest count is due 72 hours prior to the date of the event. Charges will be based wholly and 100% on that final number. If no final guest count is given, we will consider the initial number indicated on the booking date as the final number.

Deposits, Refunds, and Final Payments

A deposit of 50% of total estimated costs (Food, Liquor, and Rentals) prior to tax and gratuity will be required prior to the event to confirm and reserve the date. Should you choose to cancel the event after the deposit has been remitted, the deposit is non-refundable. Payment for the deposit can be accepted via cash or credit card.

Final payment is due the night of the event.

Refunds are done on a case by case basis, may include but not limited to, gift cards, partial refunds and full refunds.

Prices

Prices are subject to change; however, prices are confirmed on events in which deposits have been made.

Cancellation Policy

A charge of 25% of the estimated food and beverage costs will be charged to the client in case of cancellation prior to thirty (30) days of the event. For a cancellation within thirty (30) days the 50% deposit is non-refundable.

Sales Tax and Gratuities

A 9.1% Sales Tax and a 21% Gratuity will be applied to all food, beverage, and rental costs. Labor costs are not taxable.



restaurant 623-334-0010
fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

SKYE Supper Club, LLC dba SKYE Restaurant & Catering & SKYE Fine Dining & Live Entertainment

SKYE has been in operation since November 6, 2006
2007 Full Year of Service: Restaurant \$5.2 million, Catering & Private Events \$1.2 million
2008 Full Year of Service: Restaurant \$5.9 million, Catering & Private Events \$1.4 million
2009, Year to Date: Restaurant \$2.1 million, Catering & Private Events \$346,584.00

Staff to Guest Ratio:

Buffet: 1 server for every 30 guests, 1 server assistant for every 50 guests, Chef & Cooking Staff as 1 for every 40 guests.

1 bartender for every 50 guests.

For a Plated Dinner: 1 for every 18 guests, server assistants at 1 for every 20 guests, and Chef and Cooking Staff as 1 for every 40 guests, and bartenders are listed as 2 for every 100 guests.

Banquet Captains 1 per every 100 guests

Event Coordinator always on site at each event

References as follows: Dottie Kobik all contact information provided on letter
We have worked with Dottie consistently in many capacities, as the preferred caterer for Molina's Fine Jewelers in which we are in the Molina store at least once a month. Her events range from dinners with Walter Cronkite to Servicing the High End Guests of Molina's Fine Jewelers.

Jessica Mills has included all requested information in her letter.

Valeri Martin-Mac Donald has included all requested information in her letter.

Judi Yates has included all requested information in her letter.

Acknowledgements and Accolades from various guests throughout the past few months.



Monarch Events, Inc.

May 28, 2009

Mr. Scott Tompkins
Mrs. Tanya Queen
SKYE Fine Dining & Live Entertainment
16844 N. Arrowhead Fountain Center Drive
Peoria, AZ 85382

Dear Chef Scotty and Tanya:

Our relationship spans decades, almost too many to admit! It's been a wonderful ride and I have been remiss to not share with you my gratitude for and pride in the work we've done together.

From the early days, you've taught me the meaning of food and the connection of food, wines and their bond to the success of any event. From the days in the kitchen of President at ASU to our recent adventures in the world of the luxury market and non-profit events, I've been impressed all along the way. Your creativity with menus, the excellence in the quality and presentation of your food, and the expertise and professionalism of your staff have worked in tandem to make our events successful, and have helped to build the reputation of "only the finest" when we are involved in events.

Thank you for the years of association and the accomplishments we have mastered together. I would be honored to recommend you for any event or activity you might have reason to require a letter of recommendation. Never hesitate to ask for my assistance in that regard.

Fondly,

Dottie Kobik
President

MITCHELL | MILLS
PRODUCTIONS

Re: Letter of Reference for Chef Scott Tompkins
SKYE Restaurant
16844 North Arrowhead Fountain Center Drive
Peoria, AZ 85382

To Whom It May Concern:

It is a great pleasure for Mitchell Mills Productions (MMP) to provide a letter of reference for Chef Scott Tompkins and his SKYE catering team. As an event planner in the Valley MMP has worked with various catering companies and through all these experiences SKYE has become our number one caterer to work with.

Over the last four years of working with SKYE they have always gone above and beyond the expected level of service and are a delight to work with no matter what the size or complexity of the job (no attitudes to deal with, just pure partnership). Following is an example of their diversity:

Cocktail Party for 60 at a private home in Paradise Valley (rave reviews, host loved them)

Grand Opening Party for Hanson 300 people in tent in facility parking lot (client feedback was the best service and quality of food they ever experienced – we still hear about how good the fish was)

Compassion in Action for the American Red Cross for 300 people at a military facility (once again rave reviews for quality of service and food)

Childhelp Drive the Dream Gala for 800 at Westworld (smooth elegant service for this major Valley fundraiser – received great reviews for food and service)

Chef Scott Tompkins and his Director of Events, Tanya Queen, set the tone for a great working relationship as they are both wonderful listeners, creative and open to working with clients to making the clients vision come to fruition. Their ease to work with permeates their entire staff as I have always had positive experiences with the crews on all of the jobs from the chefs on site to the bus staff – everyone is always willing to help out with whatever the request is.

The MMP team values the professionalism, quality and creativity of Chef Scott Tompkins and his catering team at SKYE and hope SKYE becomes your number one caterer of choice too.

If you have any additional questions please feel free to contact me at the number or email below.

Sincerely,



Jessica Mills
Owner
Mitchell Mills Productions



May-2009

To whom it may concern:

I wanted to mention a few comments about SKYE Catering as well as Chef Scott Tompkins & Tanya Queen.

We have contracted them to plan & execute on several events per year for the past 4 years with 200% success rate. We host a trade show for 600 people every year & they are our # 1 choice always.

Their creative skills are mirrored by their amazing food menus & presentation abilities. We continue to be amazed by the quality of the food they prepare & present. They are the best in Arizona by far!

They along with their staff have an endless supply of contacts in the food & beverage arena and never hesitate to access them to assure me of the best price that affords us the most for our budget. Their high level of energy-enthusiasm and passion with every project is beyond impressive. They are a great partner to me and Young's Market Company Of Arizona and it is a pleasure to work with such a professional team.

The SKYE catering team's strength's are their work ethics and their personal motivation to work hard and get the job done. Their persistence and tenacity obtain the maximum results & an over all great event that leave our clients talking for weeks after. We trust their judgments and their recommendations to move our events forward.

I strongly recommend SKYE Catering to join your team to represent your company without reservation.

Respectfully,

Valeri Martin-MacDonald

Young's Market Company of Arizona
Division Manager
Key/National Accounts
602-488-2177 Cell
vmacdona@youngsmarket.com

Young's Market Company of Arizona, LLC
200 South 49th Avenue
Phoenix, AZ 85043
(602) 442-6622

Schneider-Yates & Associates Complete Event Management

May 26, 2009

Re: Chef Scott Tompkins
SKYE Restaurant
16844 North Arrowhead Fountain Center Drive
Peoria, AZ 85382

To Whom It May Concern:

It is with great pride that I recommend Chef Scott Tompkins and his restaurant SKYE. Scott has been a chef for over 10 years in the valley that I am aware of and he is profoundly dedicated and responsible. He has created an enjoyable work environment; his wait staff is very friendly, courteous and professional. He has made his restaurant and catered events, events for a great place to celebrate good food and fun which he does it with true passion.

I have been working with Scott for the last 7 years and as an event planner, I have used him for catering many of my events off site from tents to deserts to parking lots, wherever we need to set up a kitchen and event Scott and his team make it happen.

Scott is the personification of calmness in all situations, whether serving 50 people or a group of over 1,000. He's flexible, creative and cost conscious and makes the coordination and entire experience pleasant and fun. Food quality is always beautifully presented; hot food served hot and cold food served cold, as it should be. I have never had a complaint when using Scott as my preferred caterer.

The team Scott has assembled from Tanya who always makes the details come together no matter what the "strange" request might be, to the service staff always with a smile and an it will be my pleasure attitude which is so refreshing.

The Skye team is genuinely a talented customer service group and one I am more than happy to recommend for anything anytime.

Sincerely,

Judi Yates
President Owner
Schneider-Yates and Associates

4071 W. Linda Lane • Chandler, Arizona 85226 • phone: 480-940-8666 • fax: 480-753-5080 • e-mail: jldysya@cox.net



restaurant 623-334-0010

fax 623-334-0090

16844 N. Arrowhead Fountain Center Dr. Peoria, AZ 85382

www.skye-restaurant.com

It was such a fabulous party! I heard nothing but rave reviews from all attendees. You and Scott were so wonderful to work with and I appreciate all that you did to make Cindy and Gary's party a huge success. Please give Scott a big hug from me and remind him that a trip to Ugo Baretta's villa is in order!!!!

Thanks again from the bottom of my heart and please call me if you have any questions. We hope to make it out to Skye's soon as your food is awesome. You are rock stars and I will recommend you to everyone that needs the best caterer in town!!!

XO

Trisha

(Catered NRA Private Home Event May 2009)

Thank you Tanya. As always we had a wonderful time. Please extend a special thanks to Javier and his staff. The service was impeccable. I look forward to dining with you again soon.

Christina

Vice President

Hospital Patient Services (In House Event, February 2009)

Tanya, every element of Saturday's event was excellent. The food was superb, the service was outstanding, and everyone had a wonderful time. Thank you so much for your flexibility and assistance.

I hope we will be able to take advantage of your wonderful facility again.

Norma (in house birthday celebration)

On behalf of myself and the Arizona Art Alliance I would like to extend my sincere thanks and appreciation for the Artist Reception evening you set up for us at Skye on Monday, March 9th. The wines were great and the food was delicious and plentiful. I know that our artists were glad as well to have their special time at Skye among the beautiful art that has been assembled there once again in your wonderful establishment. We are very grateful indeed for the terrific opportunity that you have given to the AAA and its artists. We are very proud to be a part of Skye and hope that our association there will continue. The art there makes both Skye and the AAA look very good.

The second phase that is there now was hung on January 31st and I am planning the third phase to begin around July 1st or so giving a 5 month run for the art exhibit. Let's hope for some good sales.

And again.....many, many thanks for all that you do for the Arizona Art Alliance.

Yours truly, Alan Arne, Exhibition Director, Arizona Art Alliance (charity Art Show at SKYE)

Tanya,

Thank you for everything you did to make this event possible. We had an amazing time from start to finish. It was very nice as most of the guests had never been there. I do believe you have new customers in the near future.

Thanks again,

JZ (in house family celebration)

John M. Zimmerman

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 06070222

Issue Date: 1/23/2008

Expiration Date: 1/31/2010

Issued To:
TERENCE A DAVIES, Agent
SKYE SUPPER CLUB LLC, Owner

Location:
SKYE
16844 N ARROWHEAD FOUNTAIN CENTER DR
PEORIA, AZ 85382

Bar

Mailing Address:

TERENCE A DAVIES
SKYE SUPPER CLUB LLC
SKYE
16844 N ARROWHEAD FOUNTAIN CENTER DR
PEORIA, AZ 85382



Jerry h. Oliver Sr
JERRY H. OLIVER, SR.
DIRECTOR

POST THIS LICENSE IN A CONSPICUOUS PLACE

PERMIT TO OPERATE

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



PERMIT NO. SG60553
EXPIRATION DATE: 01/31/2010

TYPE OF PERMIT: FOOD CATERING

FEE: \$530.00

SKYE SUPPER CLUB LLC
C/O SKYE SUPPER CLUB
16844 N ARROWHEAD FTNS CTR DR
PEORIA, AZ 85382

PREMISES:
SKYE RESTAURANT SUPPER CLUB
16844 N ARROWHEAD FTNS CTR DR
PEORIA

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: 06 Site Location: A03010200

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID MH
2SKYE-1DATE (MM/DD/YYYY)
05/28/09

PRODUCER

Prohost USA Inc.
4500 Park Glen Road, Suite 410
Minneapolis MN 55416
Phone: 952-922-2404 Fax: 952-922-5423

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

Skye Supper Club, LLC
dba: Skye Fine Dining and
Live Entertainment
16844 N Arrowhead Fountain Ctr
Peoria AZ 85382INSURER A: **Great American Alliance**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| INSR | ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|------|-------|---|---------------|----------------------------------|-----------------------------------|---|--------------|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PAC5633165-02 | 09/13/08 | 09/13/09 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATUTORY LIMITS | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER | | | | | |

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

See attached.

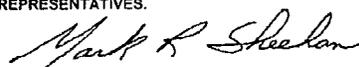
*10 days for non payment of premium

CERTIFICATE HOLDER

ZZZCITP

City of Peoria
And Rio Vista Recreation
Center
8866-A West Thunderbird Road
Peoria AZ 85381

CANCELLATION

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

Certificate of Liability Insurance Attachment

for certificate issued 05/28/09

Description of Operations/Locations/Vehicles/Exclusions added by endorsement/Special Provisions:

City of Peoria, its agents, representatives, officers, directors, officials and employees are named additional insured per CG2011 as regards to food service only controlled & provided by the Named Insured for ongoing catering events only. Transfer of Rights of Recovery Against Others to Us is part of the policy language. GL is primary & non-contributory per policy form CG0001 (12/07).



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

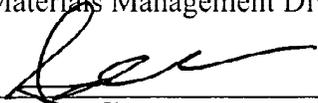
Buyer: Lisa Houg, CPPB

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.


Signature

6/3/11
Date

Tanya Green Sylvanna Anderson
Typed Name and Title

Skye Supper Club
Company Name

16844 N. Arrowhead Fountain Center Dr.
Address

Peoria
City

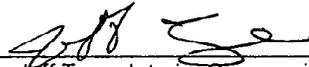
AZ
State

85382
Zip Code

Attested by:



Wanda Nelson, City Clerk


Director: Jeff Tyne, Interim Community Services Director


Dept Rep: Brenda Rehnke, Recreation Manager

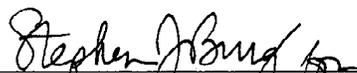


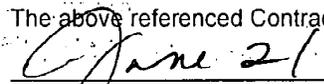
CC Number

ACON 33009B

Contract Number:

Official File


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

The above referenced Contract Amendment is hereby Executed

June 21, 2011, at Peoria, Arizona.


Herman F. Koebergen, Materials Manager

City Seal

(Rev 02/11/10)

A CON 33009B