



# City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No: **P09-0035** Proposal Due Date: **June 26, 2009**  
 Materials and/or Services: **Concessionaire Services for the Peoria Sports Complex (4 + 10 years)** Proposal Time: **5:00 P.M. AZ Time**  
 Location: **City of Peoria, Materials Management** Contact: **Christine Finney**  
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345** Phone: **(623) 773-7115**

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: Brian Hartman, VP, Sports Telephone: 2039755901 Fax: \_\_\_\_\_  
 Company Name: Centerplate Authorized Signature for Offer: [Signature]  
 Address: 4406 Vivien Way Printed Name: Kevin McNamara  
 City: Rocklin State: CA Zip Code: 95765 Title: ERP + CFO

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

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

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

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

City of Peoria, Arizona Effective Date: 12/23/09  
 Approved as to City: Ellen Van Riper, Assistant City Attorney

CC: \_\_\_\_\_

Stephen M. Kemp, City Attorney

Contract Number: ACON 67209

[Signature] 11/18/09  
 JP de la Montaigne, Community Services Director

Official File: \_\_\_\_\_

Contract Awarded Date: December 22 2009  
[Signature]  
 Herman F. 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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### THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

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

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

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

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

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



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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 venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked



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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 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;



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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:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.



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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.
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).



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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: P09-0035

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Concessionaire Services at the Peoria Sports Complex.**
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 one hundred twenty (120) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of four (4) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, this contract may be extended for an additional period of ten (10) years. Therefore, the total contract term shall not exceed fourteen (14) years.
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 Pre-Proposal Meeting & Site Visit/Walk Through will be held at the Sports Complex. All visitors attending the pre-proposal meeting must sign in at the Operations Office.

**ADDRESS:** Peoria Sports Complex Operations Office  
16101 N. 83rd Avenue  
Peoria, Arizona 85345

**DATE:** June 5, 2009

**TIME:** 8:00 AM, Arizona Time

An opportunity to tour the grounds will be provided directly at the meeting. This will be the only opportunity for potential offerors to receive a City guided tour of the site. No individual appointments will be granted. 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 Requirements:** Proposal Format and Submittal Requirements are outlined in Section II of Submittal Requirements, pages 27 – 32 of this Request for Proposal.
11. **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



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for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

12. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Project Understanding, Approach and Operation to Provide the Desired Service Levels Acceptable to the City.
  - b. Firm's Experience, Staff's Experience
  - c. Capital Investment, Improvements, and Percentage of Gross Commissions.
  - d. References and Financial Capabilities.
  - e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.
13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
14. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
15. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
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. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
18. **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.
19. **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.
20. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
21. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
22. **Payments:** If payments are required by the City to the Contractor, the City shall pay upon Contractor submission of invoices. All invoices shall document and itemize all services or materials provided. No payment will be issued prior to receipt of material and/or services and correct invoice.



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23. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

24. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

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

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

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

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

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.

25. **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.



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The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

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

**b. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

**c. Workers' Compensation**

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

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

**d. Professional Liability**

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

26. **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.

27. **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.



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### 28. Independent Contractor:

#### a. General

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

#### b. Liability

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

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

#### c. Other Benefits

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

### 29. Performance Bond: The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of \$20,000 payable to the City of Peoria.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds must be executed on forms substantially equivalent to COP Form 302A, on file at the City of Peoria, Materials Management Division and incorporated by this reference. All performance bonds duly executed by the Bidder as Principal and having as Surety thereon a Surety Company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and AM Best rating of "A-" or better.

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



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

#### 31. **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.

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

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

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

34. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
35. **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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36. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

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

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

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

37. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



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### Agreement Between The City of Peoria and Centerplate

The following are the agreed upon provisions from the contractual negotiations between Centerplate and the City of Peoria for providing Concessionaire Service at the Peoria Sports Complex. The contract between Centerplate and the City of Peoria will include the solicitation (P09-0035), which has been modified to include these agreed upon provisions and the proposal submitted by Centerplate. In case of a conflict between the documents, the following will apply: (1) The agreed upon provisions followed by all of the Terms and Conditions of the solicitation will take first precedence, (2) the Scope of Work from the original solicitation and then (3) the proposal as submitted by Centerplate.

**Term:** The initial term of the contract will be four (4) years. There will be an extension option of ten (10) years.

**For the Initial Term Centerplate will provide the following:**

1. \$350,000 in Capital Improvements to the stadium.
2. Subcontractor net revenue payout (including flat rate payments) to the City of Peoria of 75%.
3. Peoria Sports Complex Catering sales payout to the City of Peoria of 20%.
4. Peoria Sports Complex Promotions concession payouts of 10%.
5. Peoria Sports Complex Vending concession payouts of 10%.
6. Concerts Concession Food and Beverage payouts from gross revenues of 35%.
7. Utility Contribution of 0.25% based on percentage of gross receipts.
8. Repair and Maintenance Reserve Fund contribution of 1.5% based on percentage of gross receipts.
9. A paid commission on percentage of gross receipts for Spring Training Events for food and beverage sales including alcoholic beverages of 40% for sales from \$0-\$500,000 and 45% for sales or sales from \$500,001-\$1,250,000 and 48% for sales \$1,250,001 and greater.
10. A paid commission on percentage of gross receipts for Non-Spring Training Events of 22% for \$0-\$150,000, 24% payout for \$150,001- \$300,000, 26% payout for 300,001-350,000 and 28% payout for \$350,001 and greater. Percentages are calculated from annual gross revenues on an incremental basis and do not include subcontractor revenues.



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### Upon execution of the Extension Option, Centerplate will provide the following:

1. \$500,000 in Capital Improvements to the stadium.
2. Subcontractor net revenue payout (including flat rate payments) to the City of Peoria of 75%.
3. Peoria Sports Complex Catering sales payout to the City of Peoria of 20%.
4. Peoria Sports Complex Promotions concession payouts of 10%.
5. Peoria Sports Complex Vending concession payouts of 10%.
6. Concerts Concession Food and Beverage payouts from gross revenues of 35%.
7. Utility Contribution of 0.25% based on percentage of gross receipts.
8. Repair and Maintenance Reserve Fund contribution of 1.5% based on percentage of gross receipts.
9. A paid commission on percentage of gross receipts for Spring Training Events for food and beverage sales including alcoholic beverages of 40.5% for sales from \$0-\$500,000, 45.5% for sales from \$500,001-\$1,250,000, 48.5% for sales \$1,250,001-\$1,750,000 and 50% for sales \$1,750,001 and greater.
10. A paid commission on percentage of gross receipts for Non-Spring Training Events of 22% for \$0-\$150,000, 24% payout for \$150,001- \$300,000, 26% payout for 300,001-350,000 and 28% payout for \$350,001 and greater. Percentages are calculated from annual gross revenues on an incremental basis and do not include subcontractor revenues.

Centerplate acknowledges and agrees that the above referenced tiers for commissions as a percentage of gross receipts and any written modifications thereof, will contractually control the parties agreement and understanding of this issue for both the Initial Term and the Extension Option and that the proposed Consumer Price Index increase outlined in Centerplate's proposal is hereby rendered void.

**Menu Products & Pricing:** The menus, brands, and prices of all products sold by Centerplate shall be determined by the City of Peoria and Centerplate, prior to start of services, in a manner consistent with the requirements of all applicable federal, state, county and municipal laws and ordinances. Centerplate shall not sell nor permit any subcontractor to sell chewing gum, tobacco products or food products in glass bottles unless the City of Peoria authorizes such sale by Centerplate. Any subsequent changes in menu, brands or prices must be consented to by the City of Peoria in advance.

Centerplate shall propose to the City the prices of the products it desires to sell hereunder. It is the City's intent to have concession prices favorable with the market prices of other similar facilities/venues



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representing Cactus League spring training facilities. The City has **final** approval on the prices of all the products, as well as the category and brand name of products sold, but the City will work with Centerplate to identify and utilize equal brand products if the City deems appropriate. The City retains all advertising rights and revenues received from utilizing brand name products. The City retains the right to direct Centerplate to use or not use certain brand name products. Centerplate should be aware that a stadium advertiser may contract for product exclusivity and Centerplate shall purchase such products. City will oversee that prices of product are fair. Any changes to price are at the City's sole discretion.

**Menu Price Adjustments:** Centerplate acknowledges and agrees that the above referenced Menu Products and Pricing and any written modifications thereof, will contractually control the parties agreement and understanding of this issue and that the proposed Menu Price Adjustments outlined in Centerplate's proposal are hereby rendered void.

Centerplate shall present suggested menus and pricing to the City of Peoria at least 60 days prior to the start of the spring training season as well as provide an annual market survey of the Cactus League food and beverage pricing.

**Repair and Maintenance Reserve Fund:** Centerplate shall establish an equipment repair, maintenance and replacement fund for the entire term of the agreement in an interest bearing account. Expenditures from the Fund shall be made only upon the joint authorization of the the City of Peoria and Centerplate, with neither party unreasonably withholding approval. Any amounts remaining in the fund at the expiration or termination of the agreement shall become the property of the City of Peoria and shall be paid to the City of Peoria.

**Concert Definition:** A concert shall be defined as an event of a musical or live performance nature with turnstile attendance greater than 4,000 and whereby alcohol is sold from fixed and portable locations throughout the venue. Centerplate shall pay the approved Concert commission for such an event. An event that is not a Concert as defined above or a Concert with turnstile attendance less than 4,000 or when alcohol is not sold or is only made available in a restricted manner or for private use to VIPs shall be paid at the Non-Spring Training commission rates.

**Change of Subcontractors:** The City shall approve all subcontractors prior to the start of services. Subcontractors will be required to meet all terms and conditions of the prime concession agreement, including quality, pricing, and performance standards. Existing Subcontractors can not be changed or eliminated without the express written consent of the City of Peoria for both Spring Training and Non-Spring Training events. Centerplate agrees to consult with the City of Peoria regarding proposed changes to the existing subcontractor program and the City of Peoria will not be unreasonable in that determination and will take into account and consideration such issues as, if contractor fails to meet quality standards, health standards, revenue/profit issues, and product mix determinations.

Centerplate acknowledges and agrees that the above-mentioned subcontractor language, and any written modifications thereto, will contractually control the parties agreement and understanding of this issue and that



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the proposed subcontractor language outlined in Centerplate's proposal entitled "Subcontractor Plan" and the reduction of subcontractor language outlined in Centerplate's Best and Final offer are hereby superseded, and rendered void, by the above-mentioned subcontractor language, and any written modifications thereto.

**Capital Investment:** Centerplate acknowledges that all capital improvements, including equipment, made under the Initial Term of the contract will become the property of the City of Peoria at the end of the initial contract term and all capital improvements, including equipment, made under the extension option will become property of the City of Peoria at the end of the extension term. At the end of that period, title to all items of real and personal property constructed or acquired with such funds shall be transferred to the City of Peoria. The Initial Investment shall be amortized and/or depreciated on a straight-line method over the Initial Term of the agreement. Supplemental Investment shall be amortized and/or depreciated based on a straight line method over ten years from installation or deployment date, which ever is later. Investment would require industry standard buy-back provision in case of early termination. If the food and beverage services agreement expires or terminates for convenience of the City or Force Majeure prior to Centerplate's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Centerplate by the City or the successor concessionaire. If the contract is terminated for cause by the City, both parties agree that an independent arbitrator will be used to determine if any reimbursement shall be awarded to the City and offset against the unamortized portion of the investment prior to reimbursement to Centerplate. The City will be under no obligation to reimburse the unamortized portion of the investment for contract termination due to Centerplate's negligence, misconduct, inadequate performance, non-performance or if the contract is cancelled based upon a conflict of interest pursuant to ARS 38-511, (Standard Terms and Conditions, Applicable Law, Paragraph 3). Capital improvements are defined as any items that must be affixed to or become part of the real property, including but not limited to walk-in coolers, walk-in freezers, coolers, freezers and grills in addition to all capitalized equipment used in providing concessionaire services. Smallwares will not be part of the equipment and Centerplate is to provide a complete listing of all capital equipment and all smallwares upon installation.

Centerplate agrees and acknowledges that the above-mentioned language regarding Capital Investment and any written modifications thereto, will contractually control the parties agreement and understanding of this issue and that the proposed language regarding termination outlined in Centerplate's proposal is hereby superseded, and rendered void, by the above-mentioned termination language, and any written modifications thereto.

**Annual Survey:** Centerplate will, on an annual basis, request surveys prepared in conjunction with the City of Peoria, from each of its tenants and users over the previous 12 month period. Centerplate will insure that the survey will be comprehensive in scope outlining the City's areas of concern, i.e., catering quality prices performance and subcontractors. Additionally, a short form survey prepared jointly with the City of Peoria will be provided to the Spring Training customers on a random basis. This short-form survey will cover key areas such as service, variety, quality, price and value. In both surveys Centerplate is expected to score an average of 80%-100% in all satisfaction areas, and 85%-100% when price is excluded from the survey. Centerplate shall utilize their best efforts to obtain maximum participation on all surveys.

**Peoria Diamond Club Menus:** A City of Peoria approved discounted menu or discounted catered lunch for Spring Training will be required for the Peoria Diamond Club (volunteer staff at the stadium for exhibition games). These menus and services provided by Concessionaire shall be exempt from any payable commissions.



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**Catering Rights:** Catering Rights within the main stadium will be the exclusive right of Centerplate with the exception of the events listed in item 6 below. Catering done by the concessionaire on the Peoria Sports Complex grounds, including the San Diego Padres and Seattle Mariners clubhouses will be subject to a percentage commission payable to the City of Peoria

**Beverage Products:** All beverage products will be served only in paper or plastic containers. Beverage products shall not be served in glass bottles or aluminum cans, except when provided for catering events.

**Free Samples:** The Concessionaire shall work with the City to accommodate the free sample distribution of food, beverages or any other items that may be attached to a sponsorship. The policy for food and beverage sampling shall not exceed three (3) ounces per food sample and four (4) ounces of any beverage sample. Any deviation to this policy must first be approved by the City and the Concessionaire.

**Family/Child Meals:** The Concessionaire shall develop and propose a family/child "value meal" package menu for approval by the City to be sold at all events. The Concessionaire should also develop a kids menu at a specific stand to offer "kid specific" items for a reasonable price to be agreed upon mutually by the Centerplate and the City of Peoria.

**Sales Summary:** The Concessionaire agrees to furnish to the City an accounting statement of all sales made by the Concessionaire at the Peoria Sports Complex simultaneously with the Concessionaire's payments as set forth herein. The Concessionaire also agrees to furnish a copy of the event sales summary within 24 hours after each event. Special accommodations will need to be made by the Concessionaire to deliver an event sales summary to the City during Spring Training by 10am the next day after a game except that if the previous game is a night game the report will be delivered to the City by 5:00 pm.

**Audit Sales Reports:** Itemized audit sales reports/statements will be provided at the end of each calendar year.

**CITY OF PEORIA  
CONCESSIONAIRE SERVICES  
ORIGINAL SOLICITATION SCOPE OF WORK**

**I. INTRODUCTION**

- A. The City of Peoria is seeking qualified proposals for concession services at Peoria Stadium. The selected firm will be responsible for providing **all** food and beverage services (including alcoholic beverages) for **all specified** events, as outlined herein, held at the Peoria Sports Stadium. Rights pertaining to revenues generated from advertising, novelty sales, etc., shall be retained by the City of Peoria or its lessees. The Concessionaire's Rights should include promotions and Point of Purchase displays, but will not include practice fields and practice field facilities. Display revenue received from Point of Purchase display sales made by the concessionaire is not subject to commission.



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- B. This contract will commence upon award, and is intended to provide continuous service to the City of Peoria Sports Complex through four (4) consecutive Spring Training Seasons. The First Season will be March 2010 and the Fourth Season will be in March 2013. At the end of the initial contract term, a contract renewal amendment may, upon mutual agreement, be executed between the City of Peoria and the Concessionaire for an additional term of ten (10) years, to expire upon the completion of Spring Training Season of March of 2023. The terms for the ten (10) year extension shall be outlined in the Concessionaire's proposal submittal with RFP#P09-0035 and shall be a factor in the RFP Evaluation.

## II. BACKGROUND INFORMATION

- A. Completed in 1994, the Peoria Sports Complex's primary use is as a baseball facility. It has a seating capacity of approximately 11,000, with 8,000 fixed and 3,000 outfield lawn seats. The stadium is the Cactus League home of the Seattle Mariners and the San Diego Padres. The teams play a minimum of 28 games at the stadium during the Spring Training Season. The City of Peoria and the teams are currently in an executed twenty (20) year facilities use agreement to play their Cactus League home games at the facility through year 2013 with additional options available for a total of ten (10) additional years. If additional option terms are not utilized, the City will be seeking a new twenty (20) year facility use agreement from the current teams.

In addition to these spring training games, other year round baseball leagues, tournaments, games, concerts and special events are sponsored by the City of Peoria. The City's intent is to continue to take a proactive approach in marketing the stadium for these types of events. **Attachment A** summarizes the attendance and events conducted at Peoria Stadium over the last 3 years.

- B. City of Peoria Responsibilities
1. Trash and Recycling material removal. The City shall be responsible for pick-up and removal of trash and recyclables from the receptacles or designated locations.
  2. The City shall provide a designated location for parking for the Contractor's personnel. Adequate access shall also be provided for all handicapped personnel.
  3. The City of Peoria would like Concessionaire to pay a monthly rent that would help off-set the yearly utility, water and gas costs while conducting operations at the Sports Complex. Concessionaire should provide this amount to the City in the RFP.
  4. The menus, brands, and prices of all products sold by the Contractor shall be



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determined by the City of Peoria and the Contractor, prior to start of services, in a manner consistent with the requirements of all applicable federal, state, county and municipal laws and ordinances. The Contractor shall not sell nor permit any subcontractor to sell chewing gum, tobacco products or food products in glass bottles unless the City of Peoria authorizes such sale by the Contractor. Any subsequent changes in menu, brands or prices must be consented to by the City of Peoria in advance.

5. To allow outside food and water into the ballpark within reason as referred to in the current food and beverage policy.
6. The City shall approve all subcontractors prior to the start of services. Subcontractors will be required to meet all terms and conditions of the prime concession agreement, including quality, pricing, and performance standards. Existing subcontractors can not be changed or eliminated without the express written consent of the City of Peoria for both Spring Training and Non-Spring Training events. The City of Peoria will not be unreasonable in that determination and will take into account and consideration such issues as, if contractor fails to meet quality standards or health standards.
7. To approve on site storage utilization.
8. To direct and approve the creation of menu boards and other concession signage supplied by the Concessionaire to ensure compliance with the design and décor of the ballpark.
9. The City shall provide all necessary keys allowing access to the ballpark and any other adjacent areas.

#### c. Concessionaire Responsibilities

1. Any cost of concession stand modifications or upgrades requested by concessionaire and pre-approved by the City.
2. The Contractor shall be responsible for placing all trash and recyclables in the receptacles provided by the City, in an area designated by the City.
3. The cost of uniforms, all smallwares, tools of the trade, operating supplies, inventory required to meet obligations under this agreement, complete P.O.S. system, office equipment, accounting systems and working capital to cover all such expenses.
4. All opening expenses including any survey based research.



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5. Telephone and internet service and data / fiber line connectivity as needed to maintain optimum service and quality standards.

#### D. Stadium

1. The current stadium design includes 7 concession stands, 2 vending spaces, office, storage and receiving space.
2. A Pre-Proposal conference and tour is scheduled as outlined in the Special Terms and Conditions.

### III. REQUIREMENTS

#### B. Exclusive Rights

1. It is not the intent of these Specifications that the Concessionaire's operation be continuous, but, it is the intent that the Concessionaire shall provide the food, beverage and the personnel necessary to serve the public for a period of time before, during, and after each Spring Training Exhibition Game or specified event scheduled at Peoria Stadium, with such operating hours and personnel requirements subject to the approval of the City.
2. The City will give the Concessionaire advance notice of the schedule of Spring Training Exhibition Games. Every effort will be made by the City to notify the Concessionaire of cancellation of scheduled events, but no liability shall evolve upon the City for failure to deliver notice of cancellation. The Concessionaire shall be held strictly accountable for furnishing full adequate service for the full period of time required for any event of which concessionaire has had notice. Further, nothing contained herein shall be interpreted to limit the Concessionaire in taking the initiative to obtain game or event information from the City if such information is not provided by the City in a timely manner.
3. In the operation of the Contract, it shall be understood and agreed that the Concessionaire is an independent contractor and not an agent, servant, partner or employee of the City and that no lessor-lessee/landlord-tenant relationship is created by the Contract.
4. The Concessionaire shall have exclusive food and beverage rights to all events and Baseball related activities held within Peoria Stadium except as indicated in item 6 below. The City will retain its option for food & beverage rights outside the Stadium, which will include, but not limited to, the practice field areas, and parking lots. Should



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the concessionaire wish to waive its exclusive food & beverage rights within the Stadium for a particular event, not including professional baseball games, the City will retain its option for those food & beverage rights within the Stadium with no shared revenue to go to the concessionaire.

5. ~~Catering Rights will be non-exclusive, but any catering done by the concessionaire on the Peoria Sports Complex grounds, including the San Diego Padres and Seattle Mariners clubhouses will be subject to a percentage commission payable to the City of Peoria.~~ This section is superseded by "Agreed Upon Provisions", page 20, from the contractual negotiations between Centerplate and City of Peoria.
6. The City of Peoria has numerous Peoria restaurants as Sponsors and requests that they are able to come on site and cater different functions at the Sports Complex. The City of Peoria would like a total of ten dates (five during Spring Training and five during non-Spring Training). There shall be no shared revenue to go to the concessionaire for these functions.
7. Expansion - Concessionaire must provide an expansion plan that will go into effect once the City of Peoria receives Sports and Tourism Authority renovation funds (anticipated in the year 2011 or 2012). Plan should take into account the possible addition of up to 3,000 fixed seats and the possible addition of fixed concession stands.

#### C. Equipment and Maintenance

1. Concessionaire must provide a detailed list of all concession equipment that they will either use or purchase to run the operation, and also a replacement schedule of said equipment.
2. All equipment and supplies owned or brought on the premises by the Concessionaire shall remain the property of the Concessionaire and may be removed from the premises only with prior City approval. The Concessionaire agrees to maintain its equipment and the Concessionaire further agrees to clean the concession stands or other areas it operates hereunder. All personnel must be able to operate and maintain equipment.
3. All equipment brought onto the Peoria Stadium premises shall be marked as the property of the concessionaire and shall be listed on an official equipment list that shall be verified and approved by the City of Peoria. Upon removal of any equipment by the concessionaire, the City of Peoria will review the equipment list to verify ownership before removal may take place.



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4. Provide sufficient equipment at each point of sale location to establish and maintain optimum service and quality standards for maximum attendance capacity as approved by the City.
5. Any and all capital improvements made as a result of a contract entered into from this solicitation by the contractor become the property of the City of Peoria at the end of the initial contract term. Should the City of Peoria exercise its right to cancel this contract (in whole or in part) the City shall reimburse the contractor for the unamortized net book value of its investment in fixtures and permanent improvements. The unamortized net book value will be determined by using the straight-line method of depreciation over the original term of the contract. This provision shall not apply if the contract is cancelled based upon a conflict of interest pursuant to ARS 38-511, (Standard Terms and Conditions, Applicable Law, Paragraph 3). Capital improvements are defined as any items that must be affixed to or become part of the real property, including but not limited to walk-in coolers, walk-in freezers, coolers, freezers and grills in addition to all capitalized equipment used in providing concessionaire services.
6. The Concessionaire shall bear the cost of maintaining and cleaning all concessionaire equipment and space operated, assigned and utilized by the concessionaire at the ballpark in accordance with all laws, ordinances and regulations of all government bodies pertaining to the operation of food and beverage serving establishments. This includes but is not limited to; all space inside the four (4) walls, ceiling and floor of the stands commissary, kitchen grease interceptors, condiment stands, portable carts and other areas the concessionaire operates. This includes the maintenance and repair as a result of normal wear and tear. The contractor shall submit and the City shall approve a preventative maintenance schedule for all equipment.
7. The Concessionaire shall provide Material Safety Data Sheets (MSDS) for any chemicals stored or used on site.
8. The Concessionaire shall engage the services of an exterminator to control vermin and pests as necessary at the Concessionaire's sole cost and expense without charge to the City. The areas to be serviced by the exterminator shall include all areas within a twenty-five (25) foot radius of any point from which food is prepared, dispensed, and/or stored at the Peoria Municipal Stadium pursuant to the contract.
9. The Contractor shall develop an effective and continuous energy management and conservation plan throughout the term of this agreement.

#### D. Quality of Service



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1. The Concessionaire shall furnish all personnel, food products and other supplies required to carry out its operation under the Contract. The food, drinks, beverages, confectionery, refreshments and the like, sold or kept for sale, shall be first quality, wholesome and pure, and shall conform in all respects to all federal, state, and municipal food and other laws, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale. All food and beverage kept on hand shall be stored and handled with due regard for sanitation. Leftover, perishable food and beverage shall not be sold at any time. Such standards must meet or exceed those established by the State of Arizona and other applicable food service regulating agencies.
2. Clarification: The items that will be available for use by the selected contractor will include the walk-in coolers, walk-in freezers, coolers, freezers, grills, exhaust hood, Ansul fire protection system, counters, cash drawers, beer taps, sinks and paper towels holders, in addition to all capitalized equipment used in providing concessionaire services. The Pepsi units belong to Pepsi.
3. The Concessionaire shall propose to the City the prices of the products it desires to sell hereunder. It is the City's intent to have concession prices favorable with the market prices of other similar facilities/venues representing Cactus League spring training facilities. The City has **final** approval on the prices of all the products, as well as the category and brand name of products sold, but the City will work with the concessionaire to identify and utilize equal brand products if the City deems appropriate. The City retains all advertising rights and revenues received from utilizing brand name products. The City retains the right to direct the concessionaire to use or not use certain brand name products. Concessionaire should be aware that a stadium advertiser may contract for product exclusivity and the concessionaire shall purchase such products. City will oversee that prices of product are fair. Any changes to price are at the City's sole discretion.
4. ~~A City of Peoria approved discounted menu or discounted catered lunch for Spring Training will be required for the Peoria Diamond Club (volunteer staff at the stadium for exhibition games).~~—This section is superseded by the "Agreed Upon Provisions", Page 19, from the contractual negotiations between Centerplate and City of Peoria.
5. **Attachment B** contains the Peoria Sports Complex Food and Beverage Policy. Any changes or deviations to/from the food and beverage policy will be at the sole discretion of the City of Peoria. The concessionaire shall not make any changes regarding food policy without prior approval of the City. In addition, the following documents are hereby added to and made part of the solicitation: 4-year sales history, Spring Training 2008 Menu Pricing, Vendor Sub-contractor list, and a Contracted Vendors list.



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6. ~~All beverage products will be served only in paper or plastic containers. Beverage products shall not be served in glass bottles or aluminum cans. This section is superseded by the "Agreed Upon Provisions", Page 20, from the contractual negotiations between Centerplate and City of Peoria.~~
7. The Concessionaire will agree to provide food and non-alcoholic items as the City may reasonably request for any Media Lounge areas or Team Administration functions each year. If contract cost is unreasonable to teams or City, teams or City may contract with another food and beverage concessionaire or caterer for these areas. The Concessionaire must also provide wait service staff for the Club Level seating (250) and open the press level concession stand to serve at least regular ballpark fare during each scheduled Spring Training game.
8. ~~The Concessionaire shall develop and propose a family/child "value meal" package menu for approval by the City to be sold at all events. The Concessionaire should also develop a kids menu at a specific stand to offer "kid specific" items for \$1.00 each. This section is superseded by the "Agreed Upon Provisions", Page 20, from the contractual negotiations between Centerplate and City of Peoria.~~

#### E. Operating Conditions

1. The Concessionaire will be responsible for any and all costs associated with any additions or changes necessary to the permanent fixtures for the operation of the concessions hereunder.
2. The Concessionaire shall have the concession open and in operation a reasonable time before, during and after all events as determined by the City. The Concessionaire shall not be in operation when there are no events, except as may be approved by the City.
3. Representatives of the City shall have the right to enter upon and have access to all spaces occupied by the Concessionaire at all times.
4. The Concessionaire shall provide and maintain an automated point of sale inventory control system to include debit/credit card compliance.
5. ~~The Concessionaire agrees to furnish to the City an accounting statement of all sales made by the Concessionaire at the Peoria Sports Complex simultaneously with the Concessionaire's payments as set forth herein. The Concessionaire also agrees to furnish a copy of the event sales summary within 24 hours after each event. Special accommodations will need to be made by the Concessionaire to deliver an event sales summary to the City during Spring Training by 10am the next day after a game. This~~



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section is superseded by the "Agreed Upon Provisions", Page 20, from the contractual negotiations between Centerplate and City of Peoria.

6. Payments for all events; i.e. baseball and special events, shall be payable by the Concessionaire to the City of Peoria no later than ten (10) days after the last day of each month, or within ten (10) days after the last Spring Training Game/Season, whichever is earlier.
7. The Concessionaire shall assign a General Manager and Assistant Manager and adequate key personnel to be approved by the City to oversee operations during the term of this agreement. Should any key personnel be unavailable to perform on behalf of the Concessionaire under this agreement the Concessionaire shall provide a suitable replacement acceptable to the City within fifteen 15 days.
  - a. Spring Training: The Concessionaire shall agree to replace the General Manager, Assistant Managers or any key personnel prior to the next scheduled Spring Training Game should they suddenly be unavailable to perform their duties on behalf of the Concessionaire during the term of this agreement.
  - b. Non-Spring Training/Special Events: The Concessionaire shall give fifteen (15) days notice should the General Manager, Assistant Manager or any required key personnel be leaving town on business or personal leave. Should the City have an event scheduled that requires the General Manager, Assistant Manager or other key personnel to be present, a suitable replacement, to be approved by the City shall be provided by the Concessionaire for that event.
8. The Concessionaire shall be responsible for providing specialized or modified food and beverage operations for any event when deemed necessary or appropriate as authorized by the City.
9. Alternate Menu Pricing for Special Events - Concessionaire must provide alternate pricing and percentage of revenue for certain events the City of Peoria pin-points as either needing higher or lower pricing. The City of Peoria will continue to try to secure various concerts including but not limited to Rock, Pop, Country, Christian and Classical genres. The City would request basic menu items to be higher priced for these types of events. The City of Peoria will also continue to host local High School Baseball and Little League Baseball games and would request basic menu items to be lower for these events. This can be accomplished by either by providing a percentage up or down across the menu list, or physical list of items and their new costs.
10. The Concessionaire shall provide all personnel and/or agents employed with



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identification badges and also develop an identification system for its temporary employees.

11. The City reserves the right to run or hire an outside company to run food and beverage sales at the Practice Fields and Parking Lots with no percentage of the sales payable to the Concessionaire.
12. The City reserves the right to sell advertising/merchandising packages throughout the Peoria Sports Complex, which may include product presence in the Peoria Sports Complex. The Concessionaire has no advertising rights in the Peoria Sports Complex.
13. All subcontractors shall be pre-approved by the City and commissioned revenue shall be agreed upon and approved.
14. The Concessionaire is authorized to purchase and sell alcoholic beverages under the City of Peoria's liquor license during the term of this contract. The Concessionaire's use of the City of Peoria's license is limited to the baseball facility and the Concessionaire shall not waive liquor privileges without the City's consent. The Concessionaire shall be named Manager under the license and assume all responsibility for its implementation, compliance and operation. If required by local or state regulations, the Concessionaire shall obtain a privilege license permit at its own expense. The privilege to sell alcoholic beverages shall be subject to the provisions of the State of Arizona Maricopa County and the City of Peoria and be consistent with any applicable Major League Baseball alcohol management policies. The City reserves the right to determine at which events alcoholic beverages may be sold and has the sole discretion to deny the right to sell alcoholic beverages when deemed to be in the best interest to do so. The Concessionaire must comply and adhere to all Federal State County and local regulations with regards to the sale and distribution of alcoholic beverages. The Concessionaire shall at all times exercise totally independent prudent reasonable experienced and legal judgment in serving alcoholic beverages using only qualified and supervised personnel as required by compliance with applicable liquor regulations. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire. The Concessionaire's use of the City of Peoria's license is limited to the baseball park and the Concessionaire shall not waive liquor privileges without the City's prior consent.
15. Should the City of Peoria book any events that only take place on the Complex practice fields, the Concessionaire agrees that it will either (a) suspend its liquor license in the stadium and allow a City approved non-profit group to manage it for any event that alcohol is served on the practice fields or (b) extend the liquor license and serve on practice fields, but pay an additional percentage to City on alcohol for



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those events.

16. The City shall determine the rules and regulations which the concessionaire will comply, for the operation of the food and beverage services. The Concessionaire will comply with all Federal, State, County, and City applicable laws, rules, orders, and regulations. The concessionaire shall abide by all rules, regulations, and directives prescribed by the City of Peoria.
17. The Concessionaire shall agree to participate in the City's recycling program. Products served in glass or cans are not permitted. The Concessionaire will agree to the best of their ability, to use the "Going Green" mentality when ordering products that may be made from recycled sources or that can be recycled after their use. The Concessionaire shall be responsible for delivering trash and recyclable items within occupied areas to the designated area within the ballpark from which the City will then remove it. The Concessionaire shall agree that all waste food will be kept in closed containers until removed from the ballpark.
18. The Concessionaire shall constantly endeavor to improve the operation with a view toward developing maximum gross receipts potential and service to stadium patrons; consistent with other first class stadium facilities.
19. The City shall not be responsible for any goods, merchandise or equipment stored at the stadium nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, and /or other causes.
20. All products sold by vendors working in the stands shall be carried in uniform, leak proof baskets and containers.
21. ~~The Concessionaire shall work with the City to accommodate the free sample distribution of food, beverages or any other items that may be attached to a sponsorship.~~ This section is superseded by the "Agreed Upon Provisions", Page 20, from the contractual negotiations between Centerplate and City of Peoria.
22. At no time shall the Concessionaire, nor its employees agents or subcontractors, represent that tips are encouraged or solicited for providing services.
23. At no time shall the Concessionaire, nor its employees, agents or subcontractors, distribute campaign or political literature or literature of any kind at any time in or on the premises of the Peoria stadium.

**F. Accounting Reports to be Provided by Concessionaire**



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1. An event summary shall be provided the first calendar day following the event. Special accommodations will need to be made by the Concessionaire to deliver an event sales summary to the City during Spring Training by 10:00 a.m. the next calendar day after a game.
2. Settlement will occur every month with the check being received no more than 10 days after the settlement month ends. To be included with the settlement check, an itemized report covering the 30 day settlement period, as well as year to date report; breaking out concession, sub-contractor, and catering revenue.
3. ~~Itemized audit sales reports/statements will be provided at the end of each budget year.~~ This section is superseded by the "Agreed Upon Provisions", Page 20, from the contractual negotiations between Centerplate and City of Peoria.
4. Historical reports shall be provided to the City in a mutually agreeable format. Reports shall detail monthly and yearly individual product/beverage review, per cap review, catering, subcontractor history, etc. Reports shall also include recommendations to improve service quality and increase sales and comparisons to other Cactus League facilities (per caps, menu prices, sales comparisons, etc).
5. Tax Information - Concessionaire must provide a detailed end of year tax audit to show what they paid in sales tax to the City of Peoria during the course of the year. Concessionaire must also provide a copy of its City of Peoria sales tax license annually.



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### CITY OF PEORIA CONCESSIONAIRE SERVICES SUBMITTAL REQUIREMENTS

#### **I. PROPOSAL FORMAT**

Proposals shall be submitted in one (1) original and five (5) copies on the forms and in the format as contained in this Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. The proposals should be submitted in the maximum length of thirty (30) pages. Additional data support information will not be counted in the 30 page limit. **DO NOT BIND THE ORIGINAL COPY.**

#### **II. PROPOSAL CONTENT**

The following items shall be addressed in the proposal submission. Failure to provide the requested information below may result in proposal rejection.

##### **A. Experience and Qualifications**

1. A list of references from other food services and offeror food service facilities similar to Peoria Municipal Stadium that Offeror serves or has served within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the facility, contact name, length of time served, nature of services provided and annual gross revenues for the past three years as applicable.
2. Copies of recent letters of commendation from clients and licensees served by Offeror at facilities listed in item 1 above.
3. Current audited financial statements, for the three most recent calendar years of the Offeror, including balance sheet and profit and loss statement, prepared and certified by an independent certified public accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of the contract. Offerors shall furnish a letter from a corporate officer and/or officer of a suitable financial institution attesting to the Offeror's ability to provide any additional capital investment proposed and working capital.
4. Examples of accounting system and reports.
5. Operating policies to include examples of hiring, training, termination, performance evaluations, discipline policy, salary levels, as well as incentive programs.
6. A list of corporate officers of the Offeror and their experience in the food service industry.

##### **B. Financial Proposal: ( 4 Year and 10 Year)**



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Please provide **separate** Financial proposals for the information as listed below for both the initial 4 year term and for the contract extension of 10 years.

1. Percentage of gross concession sales (food & beverage including alcohol) to be shared with City of Peoria. Gross food and beverage sales are defined as gross food and beverage revenues less applicable taxes. Alcohol percentage may be different than other food and beverage percentages.
2. Percentage of catering gross sales. Catering will be defined as any food or beverage service supplied by concessionaire for any event, public or private, anywhere on the Peoria Sports Complex grounds including the Mariners and Padres clubhouses. Gross catering sales are defined as gross food and beverage revenue less applicable taxes.
3. Percentage of subcontractor's gross sales. It is the City's desire to have subcontractors expand food and beverage choices within the stadium. The concessionaire shall be limited to no more than 40% of subcontractor's gross revenues less applicable taxes. Offeror shall specify percentages of subcontractor's sales to be paid to the City of Peoria.
4. Detailed schedule of any proposed capital improvements, purchases, or upgrades to fixtures and equipment Offeror commits to purchase and install for the food service facilities. The schedule shall provide detailed listings showing manufacturer, MEP specifications for all equipment and Offeror's cost for each item. A detailed accounting of what equipment is needed to upgrade existing equipment and what replacement equipment is needed to fully outfit the facility.
5. A detailed schedule of any capital equipment that may be required to bring some of the subcontractor business in-house.
6. Any additional capital investment the concessionaire is willing to make.

**c. Operation Plan:**

1. Proposed organizational structure for the firm proposing to provide concessionaire services including an organizational chart, Corporate support services, and methods of operations. The Operation plan should describe in detail the proposers capability and capacity to fully and successfully perform the operational plan.
2. The names and resumes of the experience, education and performance record in the food service business of the proposed full-time resident Manager(s) for the facilities for whom the City will have the right of approval and prior selection. Concessionaire should identify specifically the General Manager of operation and contact with the City representative.
3. Resumes of personnel that will be handling the facility on site, in addition to regional



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Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

personnel and home office accounting personnel.

4. Type of kitchen facility and counter interaction proposed.
5. Proposed menus, concessions and catering, including alcoholic beverages for the facilities showing portion sizes and proposed selling prices for the initial term of operation. Please include sales tax on the menu prices. Also indicate plans and methods for determining price increases and state conditions that would lead to price increases. Include a detailed plan that outlines what price increases will be requested during the term of the contract for the various concession items Concessionaire sells from their menu. Price increase requests shall be received by the month of August prior to the upcoming Spring Training season.
6. A staffing plan containing number of supervisory personnel, number of concession operators, number of vendors, number of points of sale (POS) and number of support personnel on a typical game day operation, average attendance of 7500.
7. A repair, maintenance and cleaning plan (RMCP) for all of the food service areas in the stadium. The RMCP should include a definition of the frequency (time interval) and the various repair, maintenance and cleaning functions, including refuse and waste disposal.
8. An effective and continuous energy management and conservation plan.
9. An approach to assist the City of Peoria with implementing and participating in the "going green" concessionaire management approach.
10. Performance Standards to include the review of food quality, staffing levels per attendance, dress codes, new product & menu development, and marketing & promotion.
11. A subcontractor plan outlining capabilities and efforts to bring a limited/select group of subcontractor products in-house.
12. Detailed accounting and financial control systems to be implemented by Offeror including, at a minimum, sample forms, procedures, policies, etc. related to cash handling, inventory control, audit, data processing, management/client informational reporting, per cap review, and financial accountability and reporting.
13. An operation plan to present sales and services in areas of the stadium in addition to the built concession stands. Areas of concentration should include the 1<sup>st</sup> base, 3<sup>rd</sup> base, left field and right field concourses and the entire outfield berm/lawn area.
14. An operation plan and ideas of pre-game and post-game concession opportunities, and plans to encourage gross sales and socialization with atmosphere and any other information that Offeror feels is pertinent to the success of the food and beverage service at the facilities.



## SUBMITTAL REQUIREMENTS

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15. A strategy to reduce lines and customer wait times at all points of sale.
16. Concession theme concepts and attraction methods.
17. Condiment stand management.
18. Catering operation plan including menus, ordering procedures and fulfillment method.
19. A comprehensive alcohol management plan.

D. Operating Statement:

1. A proforma profit and loss statement for the first two years of operation at the facilities detailing all projected product sales, operating expenses, capital charges and profits, along with capacity to perform operations within the proposed percentage agreement.
2. Minimum revenue projections per attendance and even (per CAP cost estimates).

E. Transition Plan Statement:

1. A transition plan statement indicating Offeror's ability and agreement to begin full operations at the Peoria Sports Complex no later than January 15, 2014 if selected as the concessionaire.
2. Detail tasks, responsibilities and completion time anticipated to become fully operational. Start from date of anticipated contract award and include timing for the hiring of personnel, coordinating equipment installation, product supply, procedure/policy development, etc.

### III. DEFINITIONS

- A. **"Attendance"** shall refer to the number of customers in the Peoria Sports Complex or specified portion thereof, as measured by turnstile count or other reliable means employed by the City of Peoria to count actual event attendance.
- B. **"City"** shall mean the City of Peoria, Arizona, a municipal corporation.
- C. **"Concession Services"** Shall mean all food and beverage service, including alcohol, provided to the City of Peoria through permanent and portable concession stands, carts, kiosks, or via 'hawkers'.
- D. **"Gross Sales"** Shall refer to the total amount of money, gratuities, service and rental charges received or charged by the concessionaire, or any agent, subcontractor, or employee of the concessionaire for all sale, cash or credit whether collected or not, regardless of shortages or



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shrinkage, made as a result of the service rights granted under the agreement, excluding applicable sales taxes.

- E. **“Opening Expenses”** Shall refer to the Peoria Sports Complex-associated capital expenses incurred solely by the concessionaire before the start of the first accounting period in which Gross Sales are earned, including, without limitation, survey-based research, office equipment, furnishings, computers, and computer software.
- F. **“Teams”** shall mean the San Diego Padres and the Seattle Mariners.

#### IV. QUESTIONNAIRE

Questionnaire Forms indicated below are not counted in the 30 page limit

- Reference Form – complete the form as indicated or attach separate form
- Business License – attach to the form
- Exceptions – All Exceptions must be clearly noted and identified on the attached form
- Minority or woman owned business – indicate status on the form, if applicable

#### V. ATTACHMENTS

- Attachment A – Event and Sales History
- Attachment B – City of Peoria Food & Beverage Policy
- Attachment C – Concessionaire Menu Pricing
- Attachment D – Subcontractor Menus and Sales
- Attachment E – City of Peoria Asset List
- Attachment F – Performance Bond Form

#### VI. EVALUATION CRITERIA

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

- a. Project Understanding, Approach and Operation to Provide the Desired Service Levels Acceptable to the City.
- b. Firm’s Experience, Staff’s Experience.
- c. Capital Investment, Improvements, and Percentage of Gross Commissions.
- d. References and Financial Capabilities.
- e. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror’s proposal, questions and answer conferences, references, or other source and the views of



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the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

### **VII. PRE-PROPOSAL//WALK-THROUGH**

A pre-proposal meeting will be held at the Peoria Sports Complex, located at 16101 N. 83rd Ave, Peoria AZ 85345, on **June 5, 2009 @ 8:00 AM**. An opportunity to tour the grounds will be provided directly after the meeting. This will be the only opportunity for potential offerors to receive a City-guided tour of the site. **All visitors attending the pre-proposal meeting must sign in at the Operations Office.**

### **VIII. PROPOSAL DUE DATE AND CONTACT INFORMATION**

**Proposals are due no later than 5:00 PM, Arizona Time, on June 26, 2009.**

Proposals shall be submitted in one (1) original and five (5) copies and shall be delivered to:

City of Peoria  
Materials Management  
RFP# P09-0035, Concessionaire Services for the Peoria Sports Complex  
8314 West Cinnabar  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be submitted in writing, forty-eight (48) hours in advance of the solicitation due date and time and directed to Christine Finney, Buyer via E-mail at [Christine.Finney@PeoriaAZ.gov](mailto:Christine.Finney@PeoriaAZ.gov) or Fax at (623) 773-7118.

**Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.**



# QUESTIONNAIRE

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

1. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
  
2. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_
  
3. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Work: \_\_\_\_\_



# QUESTIONNAIRE

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**Attach a copy of your Business License**



## QUESTIONNAIRE

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**Offerors are to indicate below any exceptions they have taken to the Terms and Conditions and/or the Scope of Work:**



## QUESTIONNAIRE

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

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



# ATTACHMENT A

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## Materials Management Procurement

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### PEORIA SPORTS COMPLEX FOOD AND BEVERAGE PROVIDED EVENTS FOUR YEAR SALES HISTORY CALENDAR YEARS 2005 – 2008

#### 2005

Event	# Games/Days	Attendance
Spring Training	30	225,316
Concerts (EdgeFest, Warped Tour)	2	27,700
Arizona Fall League	33	8,099
Other Events	58	34,129
Other Baseball	6	3,200
<b>TOTALS</b>	<b>129</b>	<b>298,444</b>

Other Events. Halloween (1 day), family movie night (2 days), arts and crafts shows (9 days), Fan Fest (1 day), car shows (1 day), home shows (2 days), AZ Broadway Theater (41 days), Senior Fun Walk (1 day)

Other Baseball. Youth Baseball Summer Championships (2 days), Youth Baseball Winter Championships (1 day), USA Baseball (1 day), Team One (2 days)

#### 2006

Event	# Games/Days	Attendance
Spring Training	29	200,153
Arizona Fall League	32	6,867
Other Events	14	38,926
Other Baseball	16	6,425
<b>TOTALS</b>	<b>91</b>	<b>252,371</b>

Other Events: Halloween (1 day), Easter (1 day), Family Movie Night (2 days), Fan Fest (1 day), company picnics (3 days), school events (2 days), t-ball/kickball (1 day), HS graduation (1 day), PD fundraiser (1 day), cross country (1 day)

Other Baseball. Youth Baseball Summer Championships (3 days), Youth Baseball Winter Championships (3 days), USA Baseball (2 days), Little League (1 day), AZBA (7 days)

#### 2007

Event	# Games/Days	Attendance
Spring Training	30	220,357
Concerts (Tops in Blue)	1	2,100
Arizona Fall League	31	7,766
Other Events	8	22,867
Other Baseball	11	3,945
<b>TOTALS</b>	<b>81</b>	<b>257,035</b>

Other Events: Halloween (1 day), Easter (1 day), family movie night (1 day), Fan Fest (1 day), company picnic (1 day), school events (1 days), t-ball/kickball (1 day), fundraiser (1 day)

Other Baseball: Youth Baseball Summer Championships (1 day), Youth Baseball Winter Championships (2 days), USA Baseball (4 days), AZBA (4 days)



# ATTACHMENT A

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### PEORIA SPORTS COMPLEX FOOD AND BEVERAGE PROVIDED EVENTS FOUR YEAR SALES HISTORY (CONTINUED)

#### 2008

Event	# Games/Days	Attendance
Spring Training	29	230,434
Concerts (Petopalooza, Summer Scorcher)	2	10,009
Arizona Fall League	38	9,901
Other Events	8	25,840
Other Baseball	10	1,950
<b>TOTALS</b>	<b>87</b>	<b>278,134</b>

Other Events: Halloween (1 day), Fan Fest (1 day), senior fun walk (1 day), school event (1 day), Cactus League breakfast (1 day), safety fair (1 day), car show (1 day), t-ball/kickball (1 day)

Other Baseball: Youth Baseball Winter Championships (TBD day), Little League (6 days), July 4 All Star (1 day), AZBA (2 days), Team One (1 day)

#### Four Year Sales History

##### Revenue

2005	2006	2007	2008
\$1,572,395	\$1,239,297	\$1,467,417	\$1,730,641

##### Per Cap

2005	2006	2007	2008
\$5.27	\$4.91	\$5.71	\$6.22



## ATTACHMENT B

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### PEORIA SPORTS COMPLEX FOOD AND BEVERAGE POLICY

Peoria Stadium allows coolers and lunch bags containing food to be brought into the stadium, but they must be able to fit under a standard stadium seat in a space 10 inches high, 16 inches wide and 13 inches deep. **Sealed** plastic water bottles or empty plastic water/sports bottles will be allowed, as will sealed single serving juice boxes, baby food and formula.

Peoria Stadium policy prohibits bringing any metal or glass containers for food or beverages in to the stadium. Fruit must be sliced or cut into quarters. Thermos/canteen containers and similar items will not be allowed. No beverages, alcoholic or non-alcoholic, other than water or boxed fruit juices will be allowed. Peoria Stadium officials reserve the right to inspect any items brought into the facility.



## ATTACHMENT C

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### Materials Management Procurement

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### PEORIA SPORTS COMPLEX 2009 CONCESSIONAIRE MENU PRICING

<b>Menu - 2009</b>	<b>Price</b>
<b>Bottled Beer</b>	
16 oz Domestic Beer	\$6.00
16oz Mikes Lemonade	\$6.50
Import / Micro	\$5.75
O'Douls	\$4.00
Miller Chill Bomber	\$9.25
Corona Bomber	\$9.25
12oz Corona Bottle	\$6.25
<b>Draft Beer</b>	
20oz Import/Micro	\$6.75
24oz Import/Micro	\$8.50
16oz Domestic	\$5.25
20oz Domestic	\$5.75
24oz Domestic	\$7.00
<b>Bottled Water/Soda (Pepsi)</b>	
Gatorade	\$3.75
20oz Soda	\$4.00
16.9oz Water	\$3.25
<b>Candy</b>	
Candy	\$2.25
<b>Coffee</b>	
16oz Coffe	\$2.25
<b>Fried Foods</b>	
French Fries	\$3.25
Chicken Fingers and Fries	\$6.50



# ATTACHMENT C

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### Hamburgers

Cheese/Hamburger	\$5.00
Sliders	\$6.50
BBQ Bacon Cheeseburger	\$6.50

### Hot Dogs

5/1 Hot Dog	\$4.00
5/1 Polish	\$4.75
Bratwurst	\$5.75
Itl. Sausage	\$5.75
2/1 Hot Dog	\$6.00
Saggs Sausage	\$5.75
Chicago Dog	\$4.50

### Ice Cream

MM Frozen Lemonade	\$4.00
Malt Cup	\$3.25

### Liquor

10oz Cocktail	\$6.00
12oz Cocktails Can	\$7.00
Margarita	\$6.50

### Misc. Food

BBQ Room Service Ch. Burger Plate	\$6.75
Ch. Burger Rookie Meal	\$5.50
Salmon Ceasar Salad	\$7.75
Baja Fish tacos	\$7.00
4oz Cup Side Dish	\$1.75
CY young/Grandslam Plate	\$10.25
Chicken and Ribs Foul Territory Plate	\$7.75
Buffalo Chili	\$4.50
Value Meal (hot dog, chips, soda)	\$5.00

### Nachos

Tri Tip Nachos	\$8.25
Sm. Nacho	\$3.50
Lg. Nacho	\$5.00
Side Cheese	\$1.00



## ATTACHMENT C

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#### **Peanuts & Snacks**

Cheez-it	\$1.50
Fruit Roll Up	\$1.50
Rice Krispy Treats	\$1.50
Smuckers PB&J	\$1.50
Chips	\$1.75
Cracker Jacks	\$3.25
8oz Peanuts	\$4.50
Sunflower Seeds	\$2.25

#### **Pizza**

Personal Pizza	\$6.00
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#### **Popcorn**

64oz Popcorn	\$2.75
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#### **Pretzel**

Pretzel	\$3.50
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#### **Sandwiches**

Pulled Pork / Brisket Sandwich	\$6.50
Tri Tip Sandwich	\$6.75
SW Grilled Pork/Steak Sandwich	\$7.00
Porobello Mushroom Sandwich	\$7.00
California Chicken Sandwich	\$7.00
Chicken Sandwich	\$5.00

#### **Soda (Pepsi)**

16oz Soda	\$3.25
20oz Soda	\$3.75
24oz Soda	\$5.00

#### **Wine**

9oz Wine	\$5.00
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# ATTACHMENT D

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### PEORIA SPORTS COMPLEX CONCESSIONAIRE 2009 CONCESSIONAIRE SUBCONTRACTORS MENU

<b>Menu - 2009</b>	<b>Price</b>
<b>Yogurt a Fair</b>	
8oz cup soft serve	\$5.00
10oz waffle cone soft serve	\$6.00
20oz Root Beer Float	\$6.00
Assorted Toppings	\$1.00
<b>West Coast Events</b>	
Chicken Philly 8"	\$7.00
Philly Cheese Steak	\$7.00
Caesar Chicken Wrap	\$7.00
BBq Chicken Wrap	\$7.00
Garlic Fries	\$5.00
<b>Chewies SW Grill</b>	
Chewies Burrito	\$7.00
Famous Fajita Wrap	\$7.00
Veggie Fajita Wrap	\$7.00
Killer Quesadilla	\$7.00
Cheesy Quesadilla	\$7.00
Buffalo Chicken Wrap	\$7.00
S.W BentoBowl	\$7.00
Chicken Soft Taco 8"	\$5.00
<b>Teriyaki Grill</b>	
Chicken Bowl 22oz	\$7.00
Sw.&Sour Chic. Bowl 22oz	\$7.00
Noodles w/ Chic. Bowl 22oz	\$7.00
Hot&Spicy Chic/Nood Bowl	\$7.00
Veggie Noodle Bowl 22oz	\$7.00
<b>B &amp; J Concessions</b>	
Indian Fry Bread w:	
Cinnamon Sugar, Margarine	\$5.25
Honey or Powdered Sugar	\$5.25
Apple Butter	\$5.25
Garlic Butter/Parm. Cheese	\$5.25
Refried Beens and Cheese	\$6.75



# ATTACHMENT D

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Indian Taco	\$7.75
Taco Salad	\$8.00
Funnel Cake	\$5.25
Corn Dog	\$4.25
JumboDog	\$6.50
Long Dog	\$6.50
Half-pound Corn Dog	\$10.00
Turkey Legs	\$8.00
Charbroiled Keilbasa Dog	\$8.00

### **AZ Roasted Nut Company**

Cinnamon Roasted Almonds & Pecans

3oz Cone	\$4.00
6oz Cone	\$7.50
12oz Cone	\$12.00

### **Angelos Italian Water Ice**

Squeeze Cup - 2 Scoops	\$3.50
Bowl - 3 Scoops	\$5.00
Helmet Cup - 3 Scoops	\$6.00
Gelato Bowl	\$6.00
Sm Gelato Bowl	\$4.00

### **Hol n Jam**

Lemonade 32oz	\$5.75
Lemonade 16oz	\$4.00
Dibs	\$5.00
Churros	\$4.00
Pretzels	\$3.25
Cotton Candy Cone	\$4.00
Cotton Candy Bag	\$6.00
8oz Peanuts	\$4.50
Cracker Jacks 7oz	\$5.75
Frozen MinMaid	\$4.00
Snow Cone 16oz	\$4.50
Kettle Korn 16oz	\$5.50

### **Katie's Kettle Korn**



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Kettle Korn 8oz	\$3.50
Kettle Korn 16oz	\$5.50
Chicken Tenders 4-6oz	\$5.00
Fries 8oz	\$4.00
Italian Sausage 1/3lb	\$7.00
<b>Sleek Greek</b>	
Traditional Gyro	\$8.00
Chicken Gyro	\$8.00
Veggi Gyro	\$8.00
Falafal Gyro	\$8.00
Greek Salad	\$8.75
Baklava	\$2.00
Fries	\$4.00
Spanakapita	\$4.00
22oz Ice Tea	\$3.00
<b>Maui Wowi</b>	
w/out alcohol	
Smoothie 12oz	\$5.75
Smoothie 20oz	\$7.25
Smoothie 24oz "Tiki Cup"	\$10.25
w/alcohol	
Smoothie 16oz	\$9.75
Smoothie 24oz "Tiki Cup"	\$13.75



# ATTACHMENT E

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## PEORIA SPORTS COMPLEX ASSET LISTING

Asset List (Schedule 1)			Asset List (Schedule 1) Amended			
Equipment	# of Item	Location	Equipment Renamed	# of Item	Location	Explanation
Ice Caddy	2	home, vending	White Garbage Cans	2	3rd base cage	
Heated Cabinets HFB	2	first, third	Hot Boxes	6	home plate	
True Two Door Reach in	1	first	True Two Door Reach in	1	first	Does Not Work
Bev -Air Reach In	2	media,first	Bev -Air Reach In	1	First	We only have one now
Traulson Refrigerator	2	home, club	Traulson Refrigerator	2	home, club	
Pizza Oven	1	first, third	-	-	-	No longer here It was unrepairable
Fryer	2	home	Fryer	2	home	
Natural Gas Broiler	1	home	Natural Gas Broiler	1	home	
B/B Station	1	home	-	-	-	No longer here.
Heat Lamp	1	home	Heat Lamp	1	home	This is attached to the Fryer
Food Warmers	3	First	Bun Warmers	3	First	
Charcoal Grills	3	right, center	Charcoal Grills	3	Right Field Cage	Only 2 are in working condition.
Hood Exhaust System	1	home	Hood Exhaust System	1	home	
Range 6 Burner	1	home	Range 6 Burner	1	home	
Pizza Prep Table	1	first	Prep Table	2	first	
Taco Prep Table	1	home	Taco Prep Table	1	Right Field Cage	
Sandwich Prep	1		Sandwich Prep	1		
Sandwich Prep Table	1	Club	Prep Table	1	Club	
Convection Oven	2	Home First	Convection Oven	2	Home,first	One is brand new as of 2/2008
Beer System	1	Vending	Beer System	1	All 6 main seating bowl Concession Stands	
Bun Warmers	25	All	Bun Warmers	25	All	9 Do Not Work



# ATTACHMENT E

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Asset List (Schedule 1)			Asset List (Schedule 1) Amended			
Food Warmers 11 qt	12	All	-	-	-	None off them work
Propane Grill On Trailer	1	Center Field	Propane Grill On Trailer	2	Right field Cage	
Carts - George Littles	7	Field	Draft Carts	7	Right field Cage	
Carts Nacho	2	Maintenance	Cart Nacho	2	Right field Cage	
Rolling Troughs	4	warehouse	Rolling Troughs	4	Right field Cage	No in working condition
Food Warmers	2	Home	Food Warmers	2	Home	No in working condition
Holding Cabinets	2	Home, Third	Bun Warmers	2	All Stands	
Popcorn Machine	1	Vending	Popcorn Machine	1	Right field Cage	Does not work. Unrepairable
Keg Racks	17	Home, lf,rf,cf	Keg Racks	17	All Stands	
Kolpak Walk in Refng	3	rght,left, center	Kolpak Walk in Refrig	3	right,left, center	
Kolpak Walk in Refng	1	Home	Kolpak Walk in Refrig	1	Home	
Kolpak Walk in Freezer	1	home, warehouse	Kolpak Walk in Freezer	1	home, warehouse	
Washer/Dryer	1	Warehouse	Washer/Dryer	1	warehouse	Both brand new as of 9/2008
Platform Truck	1	home	-	-	-	Not Here
Cart Canopy	5	Maintenance	Cart Canopy	5	Right field Cage	2 are not in working condition
Cambro Beverage Dispenser	5	Home	-	-	-	Not Here
Dunnage Racks	22	All	Keg Racks	22	All	
Keg Racks	17	all	Keg Racks	17	all	
S/S 4'	2		S/S 4'	2		
s/s 5'	7		s/s 5'	4		3 are not here
s/s 6'	12		s/s 6'	12		
S/S tables w/ racks 3'	10		S/S tables w/ racks 3'	10		
2 wheel hand trucks	4		2 wheel hand trucks	4	warehouse,third	
Condiment Tables	7		Condiment Tables	6		Only have 6



## ATTACHMENT E

Solicitation Number: **P09-0035**

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

Asset List (Schedule 1)			Asset List (Schedule 1) Amended			
Taylor Dunn Flatbed Prop	1	warehouse	-	-	-	No longer here
Hand Pallet Jack	1	warehouse	Hand Pallet Jack	1	warehouse	
Ice Cream Freezers	3	Lf,Third, Right	-	-	-	Do Not Work
Misc Shelving	30		Misc Shelving	15	All Stands	15 are broken
Heavy duty Equipment Stand	1	First	Heavy duty Equipment Stand	1	First	
Equipment Stands 2'x3'	2		Equipment Stands 2'x3'	2		
Popcorn Warmers	10		Popcorn Warmers	6	All Stands	4 Do Not Work
Pizza Warmer	10		Pizza Warmer	2	First	Only Have 2 The rest do not work
Roller Grills	3		Roller Grills	7	All Stands	
Flat top Grill	1		-	-	-	No longer here
Utility Carts	4		Utility Carts	4		
Pour Through Coffee	2		-	-	-	Does not work.
Aquastar Water Heater	1	Home	Aquastar Water Heater	1	Home	
Fire Control System	1	Home	Fire Control System	1	Home	
Security System	1	Office	Security System	1	Office	
Desk	5	Office Third	Desk	7	Office,home,first,thrd	
File Cabinets	5	Office Third	File Cabinets	7	Office, vending,RF cage	
Safe	1	Office	Safe	1	Office	
Mop Sinks	3	Rf,Third,Lf	Mop Sinks	3	Rf,Third,Lf	
3 Compartment Sinks	5	RF,Home,Lf, Center,Vending	3 Compartment Sinks	5	RF,Home,Lf, Center,Vending	
Counter Reefer/Freezer	4		Counter Reefer/Freezer	1		3 Do Not Work
9-Yard Dumpster	1	Home	-	-	-	No Longer Here
Hand Sinks	8	All	Hand Sinks	8	All	
Hot Water Heater	3	Rf,Lf,Center	Hot Water Heater	3	Rf,Lf,Center	



# ATTACHMENT F

Solicitation Number: P09-0035

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

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS

THAT, \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of  
the State Of \_\_\_\_\_, with its principal office in the City of,  
\_\_\_\_\_ (hereinafter called the Surety),  
as Surety, are held and firmly bound unto the City of Peoria (hereinafter called the Obligee) in the amount of  
\_\_\_\_\_ (Dollars) (\$\_\_\_\_\_), for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors  
and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, for the material, service or  
construction described as \_\_\_\_\_ IS  
hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract  
during the original term of said contract and any extension thereof, with or without notice to the Surety and during  
the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that  
may hereafter be made, notice of which modifications to the surety being hereby waived, then the above  
obligations shall be void Otherwise it remains in full force and effect

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article  
2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions  
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this  
agreement

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable  
attorneys' fees as may be fixed by a judge of the Court

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ Principal Seal

BY \_\_\_\_\_

\_\_\_\_\_ Surety Seal

BY \_\_\_\_\_

\_\_\_\_\_ Agency of Record

## Christine Finney

---

**From:** Brian Hartman [Brian.Hartman@centerplate.com]  
**Sent:** Wednesday, December 09, 2009 4:49 PM  
**To:** Christine Finney  
**Cc:** Steven Trotter; Joshua Attix; Chris Calcaterra, Chris Easom, JP de la Montaigne  
**Subject:** RE Contract for Peoria Sports Complex  
**Attachments:** ATT39497579 gif; ATT39497580 gif

Christine,

Minutes after I sent the last e-mail, I received confirmation that the contract had been executed!

Thanks for all your work

We are thankful and proud to serve the City of Peoria and the fans of the Peoria Sports Complex

Regards,

Brian

Brian Hartman  
Vice President, Sports  
Centerplate  
4406 Vivien Way  
Rocklin, CA 95765  
Phone: 916-435-8667  
Cell: 916-768-0695  
Fax: 916-435-9443

---

From "Christine Finney" <Christine.Finney@peoriaaz.gov>  
To "Brian Hartman" <Brian.Hartman@centerplate.com>  
Date 12/08/2009 02:58 PM  
Subject RE Contract for Peoria Sports Complex

Brian,

I am following up on the status of this contract. Did your group have a chance to provide final review and signature? Any info to update us is appreciated.

Thanks,

Christine Finney, CPPB - Buyer II  
City of Peoria - Materials Management  
9875 N 85th Avenue  
Peoria, Arizona 85345  
Phone: (623) 773-7531  
Fax: (623) 773-7118  
E-mail [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov)

**From:** Brian Hartman [<mailto:Brian.Hartman@centerplate.com>]  
**Sent:** Tuesday, November 24, 2009 8:34 AM

## Christine Finney

---

**From:** Brian Hartman [Brian.Hartman@centerplate.com]  
**Sent:** Tuesday, November 24, 2009 8:34 AM  
**To:** Christine Finney  
**Subject:** Contract for Peoria Sports Complex  
**Attachments:** ATT34253418.gif

Christine,

I received the final agreement yesterday. Thanks for sending it out so quickly with the revised changes. I am forwarding to our legal department for a final review and signature. Thanks for all your hard work in getting this complete

I hope you have a great holiday

Regards,

Brian

Brian Hartman  
Vice President, Sports  
Centerplate  
4406 Vivien Way  
Rocklin, CA 95765  
Phone: 916-435-8667  
Cell: 916-768-0695  
Fax: 916-435-9443



November 16, 2009



Ms. Christine Finney, CPPB  
Buyer II - Materials Management  
City of Peoria  
8314 W. Cinnabar St.  
Peoria, AZ 85345

Dear Ms. Finney:

In accordance with Centerplate's suggested revisions as enumerated in the letter received by us dated November 13<sup>th</sup>, 2009 and as stipulated in your response on page 20 of the agreement we respectfully request that the language be incorporated in the remainder of contract to bring congruity to the document:

For convenience we have listed the items as showing corrected on page nineteen (19) & twenty (20) and the corresponding language (emboldened) in conflict and where located within the Scope of Work.

As correctly stated on page 19 & 20:

**Peoria Diamond Club Menus:** A city of Peoria approved discounted menu or discounted catered lunch for Spring Training will be required for the Peoria Diamond Club (volunteer staff at the stadium for exhibition games). These menus and services provided by the Concessionaire shall be exempt from any payable commissions.  
**Please see page 26, item #4, under Quality of Service in Scope of Work section.**

**Catering Rights:** Catering Rights within the main stadium shall be the exclusive right of Centerplate with the exception of the events listed in item 6 below. Catering done by the concessionaire on the Peoria Sports Complex grounds, including the San Diego Padres and Seattle Mariners clubhouses will be subject to a percentage commission payable to the City of Peoria.

**Please see page 24 item #5, section III under Exclusive Right in Scope of Work section.**

Centerplate, 4406 Vivien Way, Rocklin, CA 95765

Ms Christine Finney, CPPB, page 2

**Beverage Products:** All beverage products will be served only in paper or plastic containers. Beverage products shall not be served in glass bottles or aluminum cans, except when provided for catering events.

**Please see page 26 item #6 under Quality of Service in Scope of Work section.**

**Free Samples:** The Concessionaire shall work with the City to accommodate the free sample distribution of food, beverages or any other items that be attached to a sponsorship. The policy for food and beverage sampling shall not exceed three (3) ounces per food sample and four (4) ounces of any beverage sample. Any deviation to this policy must first be approved by the City and the Concessionaire.

**Please see page 30, item #21 under Operating Condition in Scope of Work section.**

**Family/Child Meals:** The Concessionaire shall develop and propose a family/child "value meal" packaged menu for approval to the City to be sold at all events. The Concessionaire should also develop a kids menu at a specific stand to offer "kid specific" items for a reasonable price to be agreed upon mutually by Centerplate and the City of Peoria.

**Please see page 27, item #8 under Quality of Service in Scope of Work section.**

**Sales Summary:** The Concessionaire agrees to furnish to the City an accounting statement of all sales made by the concessionaire at the Peoria Sports Complex simultaneously with the Concessionaires payments as set forth herein. The Concessionaire also agrees to furnish a copy of the event sales summary within 24 hours after each event. Special accommodations will need to be made by the Concessionaire to the City during Spring Training by 10:00am the next day after a game except that if the previous game is a night game the report will be delivered to the City by 5:00pm.

**Please see page 27, item #5 under Operating Conditions in Scope of Work section.**

I believe we are in agreement on all other matters subject to these changes and pending final review by our legal department.

Regards,



Brian Hartman  
Centerplate  
4406 Vivien Way  
Rocklin, Ca 95765

cc J P de la Montaigne  
Chris Calcaterra  
Chris Easom  
Dan Zenko  
Steve Trotter  
Josh Attx

Centerplate, 4406 Vivien Way, Rocklin, CA 95765



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

November 13, 2009

Centerplate  
Attn: Brian Hartman, Vice President Operations  
4406 Vivien Way  
Rocklin, CA 95765

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Hartman:

The City of Peoria hereby responds to your request for revisions to the final contract, received by the Materials Management Division on November 3, 2009. The City is in agreement with Centerplate's suggested revisions for **Questions #1, #2 & #6** and will incorporate the changes as requested.

**Centerplate Questions 3:** Under Quality of Service, section D, page 26 #6, it states: "All beverage products will be served only in paper or plastic containers. Beverage products shall not be served in glass bottles or aluminum cans." We would like to have aluminum cans omitted from this as we use them for concerts and catered events.

**City of Peoria Response to Question 3:** For concerts, it is the City's preference not to allow aluminum cans, however the City will agree to allow aluminum cans at catered events.

**Centerplate Question 4:** Under Quality of Service, section D, page 26 #8, it states: "The Concessionaire shall develop and propose a family/child "value meal" packages menu for approval by the City to be sold at all events. The Concessionaire should also develop a kids menu at a specific stand to offer kid specific items for \$1.00 each." We would like to have this corrected to reflect the \$1.50 we have been presently charging and that these items are subject to the ten (10) percent commissionable rate as presently paid. The \$1.50 items will be subject to a \$0.25 increase after every two (2) years.

**City of Peoria Response to Question 4:** The City will approve Centerplate starting the contract with a kids menu price at \$1.50 vs. \$1.00 with a commission of 10%. Rather than outlining specific product menu pricing within the contract, menu prices will be adjusted over time with Centerplate and the City being in agreement. In addition, the City disagrees with any automatic price increases. As indicated in the Menu Products and Pricing, Pages 17-18, "Any subsequent changes in menu, brands or prices must be consented to by the City of Peoria in advance".

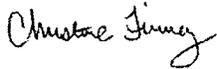
**Question 5:** Under Operating Conditions, section E, page 26/27 #5, we would like to add: "The sales event summary may be subject to minor changes when necessary by the Concessionaire and notification is provided to the City."

**City of Peoria Response to Question 5:** The City does not agree with the suggested language. The City expects the Concessionaire to furnish all event sales summaries within 24 hours after each event and by 10am if during Spring Training. For night games during Spring Training, it is understandably impracticable for Centerplate to deliver a game event sales summary by 10am the following day. As such, the City proposes adding "except that if the previous game is a night game the report will be delivered to the City by 5:00 pm." to the end of this section's last paragraph and to page 30, section F, #3, Accounting Reports to be Provided by Concessionaire which also references event sales summaries during Spring Training.

It has come to the City's attention that a correction is also needed under Accounting Reports to be Provided by Concessionaire, section F, page 30 #3, which states "Itemized audit sales reports/statements will be provided at the end of each budget year." The City would like to change this to "at the end of each *calendar* year."

Please respond as soon as possible, but no later than Thursday, November 19, 2009. Should you have any questions regarding this letter, please call me at (623) 773-7531, or e-mail me at [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov). We look forward to receiving your response.

Sincerely,



Christine Finney, CPPB  
Buyer II - Materials Management

C: Robert J. Pascal Jr., Senior Vice President, Centerplate Marketing & Sales  
Steve Trotter, General Manager, Centerplate at University of Phoenix Stadium

**Question 1:** Under Requirements #5, page 23, it states:

“Catering Rights will be non-exclusive, but any catering done by the Concessionaire on the Peoria Sports Complex grounds, including the San Diego Padres and Seattle Mariners clubhouses will be subject to a percentage commission payable to the City of Peoria.”

Would like it to read: “Catering rights within the main stadium will be the exclusive right of Centerplate” with the exception being listed under the Requirements B6 as listed on page 23 of the latest agreement. The rest of the phrasing regarding catering on the grounds we have no issue with.

**Questions 2:** Under Quality of Service, section D, page 25 #4, it states:

“A City of Peoria approved discounted menu or discounted catered lunch for Spring Training will be required for the Peoria Diamond Club (volunteer staff at the stadium for exhibition games).”

We would like to have added: “these menus and services provided by Concessionaire shall be exempt from any payable commissions.”

**Questions 3:** Under Quality of Service, section D, page 26 #6, it states:

“All beverage products will be served only in paper or plastic containers. Beverage products shall not be served in glass bottles or aluminum cans.”

We would like to have aluminum cans omitted from this as we use them for concerts and catered events.

**Question 4:** Under Quality of Service, section D, page 26 #8, it states:

“The Concessionaire shall develop and propose a family/child “value meal” packages menu for approval by the City to be sold at all events. The Concessionaire should also develop a kids menu at a specific stand to offer kid specific items for \$1.00 each.”

We would like to have this corrected to reflect the \$1.50 we have been presently charging and that these items are subject to the ten (10) percent commissionable rate as presently paid. The \$1.50 items will be subject to a \$0.25 increased after every two (2) years.

**Question 5:** Under Operating Conditions, section E, page 26/27 #5, we would like to add:

“The sales event summary may be subject to minor changes when necessary by the Concessionaire and notification is provided to the City.”

**Question 6:** Under Operating Conditions, Section E, page 29 #21, it states:

“The Concessionaire shall work with the City to accommodate the free sample distribution of food, beverages and other items attached to a sponsorship.”

We would like to have included: “The policy for food and beverage sampling shall not exceed three (3) ounces per food sample and four (4) ounces of any beverage sample. Any deviation to this policy must first be approved by the City and the Concessionaire.”



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

October 12, 2009

Centerplate  
Attn: Brian Hartman, Vice President Operations  
4406 Vivien Way  
Rocklin, CA 95765

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Hartman:

The City would like to present for your review and approval the attached final contract between Centerplate and the City of Peoria. The final contract between Centerplate and the City of Peoria will include the solicitation (P09-0035), which has been modified to include the agreed upon provisions and the proposal submitted by Centerplate.

If you are in agreement, please sign page one (1) and return the original to my attention. If you have any questions, please do not hesitate to contact me directly at (623) 773-7531 or [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov).

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, CPPB  
Buyer II - Materials Management

C: Robert J. Pascal Jr., Senior Vice President, Centerplate Marketing & Sales  
Steve Trotter, General Manager, Centerplate at University of Phoenix Stadium



October 7, 2009

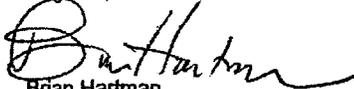
Christine Finney, CPPB  
Buyer II Materials Management Procurement  
City of Peoria  
8314 W Cinnabar St.  
Peoria, AZ 85345

Dear Ms. Finney,

We have reviewed your comments from your letter of October 5, 2009. We are in agreement with your proposed changes and believe that there are no further outstanding items for discussion.

Centerplate is looking forward to continuing our mutually beneficial partnership well into the future. Let us know if you need anything with respect to completing the final contract.

Regards,

  
Brian Hartman  
Vice President Operations

cc J P. de la Montaigne  
Chris Calcaterra  
Chns Easom  
Dan Zenko  
Steve Trotter  
Josh Attix

Centerplate  
4406 Vivien Way  
Rocklin, Ca 95765  
Telephone: 916-768-0695



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

October 5, 2009

Centerplate  
Attn: Brian Hartman, Vice President Operations  
4406 Vivien Way  
Rocklin, CA 95765

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Hartman:

The City of Peoria has reviewed your latest letter dated September 25, 2009. The City of Peoria is submitting the following in response:

The City is in agreement with the following portion of your suggested language:

*"Centerplate shall present menus and pricing to the City of Peoria at least 60 days prior to the start of the spring training season as well as provide an annual market survey of the Cactus League food and beverage pricing."*

Please refer to Page 21, section C-3 of the original Request for Proposal. Described in this section is the City's desire to have concession prices favorable with the market prices of other similar facilities/venues representing Cactus League spring training facilities. The City feels this language adequately addresses products and pricing.

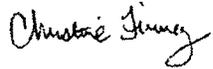
Additionally, the City would like to include language on the Annual Survey (this was included in the previous agreement between Centerplate and the City, however it was not included in the RFP). The language is as follows:

*"Annual Survey: Centerplate will, on an annual basis, request surveys prepared in conjunction with the City of Peoria, from each of its tenants and users over the previous 12 month period. Centerplate will insure that the survey will be comprehensive in scope outlining the City's areas of concern, i.e., catering quality prices performance and subcontractors. Additionally, a short form survey prepared jointly with the City of Peoria will be provided to the Spring Training customers on a random basis. This short-form survey will cover key areas such as service, variety, quality, price and value. In both surveys Centerplate is expected to score an average of 80%-100% in all satisfaction areas, and 85%-100% when price is excluded from the survey. Centerplate shall utilize their best efforts to obtain maximum participation on all surveys."*

October 5, 2009  
Centerplate  
Page 2

A response is requested by 5:00 p.m. Thursday October 8, 2009. Should you have any questions regarding this letter, please call me at (623) 773-7531, or e-mail me at [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov). We look forward to receiving your response.

Sincerely,



Christine Finney, CPPB  
Buyer II - Materials Management

C: Robert J. Pascal Jr., Senior Vice President, Centerplate Marketing & Sales  
Steve Trotter, General Manager, Centerplate at University of Phoenix Stadium



September 25, 2009

Christine Finney, CPPB  
Buyer II Materials Management Procurement  
City of Peoria  
8314 W. Cinnabar St.  
Peoria, AZ 85345

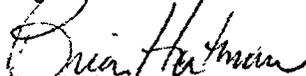
Dear Ms. Finney:

We have reviewed your comments from your letter of September 21, 2009. Thank you for agreeing to the proposed responses to item (2), subcontracted food vendors and item three (3), concert definition. Centerplate will withdraw its request to include language regarding CPI. Because of your ongoing commitment to consider pricing requests that are reasonable by Centerplate, we have included the following language for your consideration:

*Centerplate shall present menus and pricing to the City of Peoria at least 60 days prior to the start of the spring training season as well as provide an annual market survey of the Cactus League food and beverage pricing. The prices for all food and beverage items sold at the Facility shall be commensurate with prevailing prices at comparable facilities in the Cactus League as well as the greater Phoenix metropolitan area. The City of Peoria and the Peoria Sports Complex shall not unreasonably withhold or delay its approval of the prices and menus submitted by Centerplate.*

Thank you for this opportunity and I hope we can move forward to conclude this agreement.

Regards,

  
Brian Hartman  
Vice President Operations

cc J.P. de la Montaigne  
Chris Calcaterra  
Chris Easom  
Dan Zenko  
Steve Trotter  
Josh Attix

Centerplate  
4406 Vivien Way  
Rocklin, Ca 95765  
Telephone 916-768-0695



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

September 21, 2009

Centerplate  
Attn: Brian Hartman, Vice President Operations  
4406 Vivien Way  
Rocklin, CA 95765

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Hartman:

The City of Peoria has reviewed your letter dated September 14, 2009, which responds to the City's request for clarification of items discussed in the meeting between the City and Centerplate on September 8, 2009.

The City is in agreement with Centerplate's response to item two (2), subcontracted food vendors and item three (3), concert definition.

The inclusion of a CPI adjustment provision, as addressed in item one (1) of your letter is not acceptable to the City of Peoria. The City maintains that CPI adjustments not be included in the agreement. The City feels that the price adjustment provision in the solicitation Scope of Work, Page 17, Section B, Subsection 4 which states "*menus, brands, and prices of all products sold by the Contractor shall be determined by the City of Peoria and the Contractor*" and further states, "*changes in menu, brands or prices must be consented to by the City of Peoria in advance*" will adequately address any economic adjustments. This is the current process with the existing agreement between the City and Centerplate. The City has been and will continue to be reasonable in its consideration of menu price adjustment requests by Centerplate.

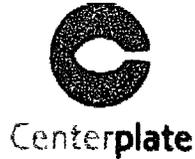
If you have any questions, please do not hesitate to contact me directly at (623) 773-7531 or [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov).

Sincerely,

A handwritten signature in cursive script that reads "Christine Finney".

Christine Finney, CPPB  
Buyer II - Materials Management

C: Robert J. Pascal Jr., Senior Vice President, Centerplate Marketing & Sales  
Steve Trotter, General Manager, Centerplate at University of Phoenix Stadium



September 14, 2009

Christine Finney, Buyer II  
Materials Management Procurement  
City of Peoria  
8314 W. Cinnabar St.  
Peoria, AZ 85345

Dear Ms. Finney:

As a follow-up to our meeting with Chris Calcaterra, Chris Easom and Dan Zenko on September 8, 2009, please find below the additional information per our discussions.

1. Explain the reasoning behind the CPI adjustments to the step scale brackets.

Response:

The CPI adjustment to step scale brackets is a common practice in the industry and is included in many of our current contracts with other clients. The thresholds of the step scale brackets are calibrated in today's dollars, and thus are set based on the current economic conditions. Over the course of a long-term contract the selling prices of the products will be increased to keep up with inflation of the core products used to serve the customer (i.e. the food itself and the labor needed to order, receive, prepare and serve the product) which only keeps the company at par with the increased costs of providing the service. The intent of the step scale commission is to provide the City of Peoria with a higher return on the sales increases due to the underlying business (e.g. attendance level) and not based on inflation

The Spring Training step scale breaks proposed have lowered the first break from \$750,000 in the existing agreement to \$500,000 for the first commission rate of 40%. This is an advantageous change for the City of Peoria as the commission rate will increase from 40% to 45% (versus 42% in the current agreement) \$250,000 sooner.

A sample calculation of commissions due is provided below which assumes a 2% price increase between the base year of 2010 and 2011 along with a CPI assumption of 2%.

Ms. Christine Finney  
September 14, 2009  
Page 3

in a restricted manner or for private use to VIPs shall be paid at the Non-Spring Training commission rates.

We look forward to finalizing the contract agreement with the City of Peoria. If you have any questions or would like to discuss any of the points further, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Brian Hartman". The signature is written in a cursive, flowing style.

Brian Hartman  
Vice President Operations

cc: J.P. de la Montaigne  
Chris Calcaterra  
Chris Easom  
Dan Zenko  
Steve Trotter  
Josh Attix

Year One - 2010		Year Two - 2011		Change
	Base Year 2010		Base Yr +1 2011	
Spring Training Revenue	\$ 1,300,000		\$ 1,300,000	
Price Increase % (to cover inflation)			2.0%	
Spring Training Revenue Adjusted for Inflation			\$ 1,326,000	

Centerplate Proposal									
Commission Rate	Commission Steps		Revenue Amount	Commission Due	CPI Adj Steps (Assume 2% CPI)		Revenue Amount	Commission Due	Change in Commission Paid
	From	To			From	To			
40.0%	\$ -	\$ 500,000	\$ 500,000	200,000	\$ -	\$ 510,000	\$ 510,000	204,000	
45.0%	\$ 500,001	\$ 1,250,000	\$ 749,999	337,500	\$ 510,001	\$ 1,275,000	\$ 764,999	344,250	
48.0%	\$ 1,250,001	and above	\$ 50,001	24,000	\$ 1,275,001	and above	\$ 51,001	24,480	
			\$ 1,300,000	561,500			\$ 1,326,000	572,730	11,230
				43.2%				43.2%	2.0%

City of Peoria Proposal									
Commission Rate	Commission Steps		Revenue Amount	Commission Due	Assumes No Adj to Steps		Revenue Amount	Commission Due	Change in Commission Paid
	From	To			From	To			
40.0%	\$ -	\$ 500,000	\$ 500,000	200,000	\$ -	\$ 500,000	\$ 500,000	200,000	
45.0%	\$ 500,001	\$ 1,250,000	\$ 749,999	337,500	\$ 500,001	\$ 1,250,000	\$ 749,999	337,500	
48.0%	\$ 1,250,001	and above	\$ 50,001	24,000	\$ 1,250,001	and above	\$ 76,001	36,480	
			\$ 1,300,000	561,500			\$ 1,326,000	573,980	12,480
				43.2%				43.3%	2.2%

- Centerplate has demonstrated to the City that the reduction of certain subcontracted food vendors will give the City and Centerplate a greater return. Through the use of additional portable equipment invested by Centerplate, we can expect that the conveyance of these food items will continue in sufficient capacity as to satisfy the expectation of the patrons which have come to recognize the Sports Complex for the variety and uniqueness of food offerings. Notwithstanding the aforementioned, the City of Peoria has indicated that it does not want wholesale changes to the Subcontractor program.

Response:

Centerplate agrees to consult with the City of Peoria and will only make changes to the subcontractor program based on mutual agreement.

- Clarify a definition of Concerts as pertains to the Concert commission category.

Response:

Suggested definition: A concert shall be defined as an event of a musical or live performance nature with turnstile attendance greater than 4,000 and whereby alcohol is sold from fixed and portable locations throughout the venue. Centerplate shall pay the approved Concert commission for such an event. An event that is not a Concert as defined above or a Concert with turnstile attendance less than 4,000 or when alcohol is not sold or is only made available



September 8, 2009

Christine Finney, Buyer II  
Materials Management Procurement  
City of Peoria  
8314 W. Cinnabar St.  
Peoria, AZ 85345

Dear Ms. Finney:

As per your request for additional information regarding the questions submitted to Centerplate on August 24, 2009, please find our responses below:

- 1) Regarding Centerplate's Best and Final Offer (BAFO) Response, section on "Commissions – Percentage of Gross Receipts - Calculated on the increment and all tiers as shown are adjusted by CPI" - Please define how the tiers will be adjusted and specify which CPI model will be used for the adjustments. Please show an example of how this adjustment would affect the City.

Response:

"CPI" Shall refer to the Consumer Price Index for All Urban Consumers (CPI-U), Phoenix-Mesa (2001 =100) issued by the Bureau of Labor Statistics of the United States Department of Labor (BLS).

Example:

If the CPI Change from 12/31/09 to 12/31/10 were to be 2%, the commission percentage in 2011 would increase to 45% after Spring training concession sales of \$510,000 (\$500,000 plus 2% CPI increase) and would increase to 48% after Spring training concession sales of \$1,275,000 (\$1,250,000 plus 2% CPI increase)

- 2) Regarding BAFO section "Repair and Maintenance Reserve Fund – as a % of Gross Receipts" – Please define who has possession of the Reserve Fund and what the contributions may be utilized for. Furthermore, define what happens if there is a disagreement between the City and Centerplate with how these funds are to be utilized. In addition, indicate what happens at the end of the year/contract period if the funds have not been expended. Is the process to be managed similar to the current teams tenants tickets surcharge?

Response:

The parties recognize that repairs, maintenance, replacements and improvements will have to be made during the agreement term to maintain the concession areas to the standards desired by the parties. Centerplate shall establish an equipment repair, maintenance and replacement fund for the entire term of the agreement in an interest bearing account. Expenditures from the Fund shall be made only

upon the joint authorization of the parties with neither party unreasonably withholding approval. Any amounts remaining in the fund at the expiration or termination of the agreement shall be the property of the City of Peoria.

- 3) Regarding BAFO Qualifications Section – “Commission percentage for concerts is contingent upon the allowance for Centerplate to increase menu pricing at concerts”. Please provide the City with a list of proposed menu items to be increased for concerts and the prices that are requested with the understanding that this would be mutually agreeable by both parties.

Response:

Please see attached Exhibit A – Proposed Concert Pricing.

- 4) Regarding BAFO Qualifications Section – “Commission percentage for Spring Training Events in the Initial Term and the Extension Option are based upon Centerplate’s business plan to reduce the use of third party subcontractors”. Please define your business plan for such reduction of use of third party subcontractors and its affect on advertising sponsorships.

Response:

Please see attached Exhibit B – Subcontractor Business Plan Scenario Comparison.

We look forward to discussing our vision with you for continuing our successful relationship with the City of Peoria at the Peoria Sports Complex.

Sincerely,



Brian Hartman

Vice President Operations



**Exhibit A  
Peoria Sports Complex  
Proposed Concert Pricing**

	Regular Season 2009 Price	Concert Pricing		Units Sold	Gross Revenue		
			% Inc.		Reg. Pricing	Concert Pricing	
<b>Bottled Beer</b>							
16 oz Domestic Beer	6 00	6 75	12 5%	7,559	45,354	51,023	
16oz Mikes Lemonade	6 50	7 25	11 5%	176	1,144	1,276	
Import / Micro	5 75	6 50	13 0%	432	2,484	2,808	
Beer Bomber	9 25	10 00	8 1%	16	148	160	
<b>Draft Beer</b>							
20oz Import/Micro	6 75	7 50	11 1%	-	-	-	
24oz Import/Micro	8 50	9 50	11.8%	-	-	-	
16oz Domestic	5 25	6 00	14 3%	4,998	26,240	29,988	
20oz Domestic	5 75	6 50	13 0%	-	-	-	
24oz Domestic	7 00	7 75	10 7%	-	-	-	
<b>Bottled Water/Soda</b>							
Gatorade	3 75	4 25	13.3%	384	1,440	1,632	
20oz Soda	4 00	4 50	12.5%	957	3,828	4,307	
16 9oz Water	3 25	3 75	15 4%	3,462	11,252	12,983	
<b>Liquor</b>							
10oz Cocktail	6 00	6 75	12.5%	191	1,146	1,289	
12oz Cocktails Can	7 00	7.75	10 7%	1,616	11,312	12,524	
16oz Margarita	6 50	7 25	11 5%	125	813	906	
<b>Soda</b>							
16oz Soda	3 25	3.75	15 4%	74	241	278	
24oz Soda	3 75	4 25	13 3%	747	2,801	3,175	
32oz Soda Souvenir	5 00	5 75	15 0%	434	2,170	2,496	
<b>Hot Dogs</b>							
5/1 Hot Dog	4 00	4 75	18 8%	1,039	4,156	4,935	
5/1 Polish	4 75	5 50	15.8%	617	2,931	3,394	
2/1 Hot Dog	6.00	6 75	12 5%	276	1,656	1,863	
<b>Fried Foods</b>							
Chicken Fingers and Fries	6 50	7 25	11 5%	48	312	348	
<b>Pizza</b>							
Personal Pizza	6 00	6 75	12 5%	137	822	925	
<b>Popcorn</b>							
64oz Popcorn	2 75	3 25	18 2%	75	206	244	
<b>Pretzel</b>							
Pretzel	3 50	4 00	14 3%	472	1,652	1,888	
<b>Peanuts &amp; Snacks</b>							
Chips	1 75	2 00	14 3%	51	89	102	
8oz Peanuts	4 50	5 00	11 1%	20	90	100	
<b>Candy</b>							
Candy	2 25	2 75	22 2%	90	203	248	
<b>Ice Cream</b>							
MM Frozen Lemonade	4 00	4 50	12 5%	186	744	837	
<b>Total</b>					<b>123,232</b>	<b>139,726</b>	<b>13 4%</b>

Net Sales	112,953	128,072
Commission Rate	<u>22 0%</u>	<u>35 0%</u>
Commission to City of Peoria	24,850	44,825
Additional Amount to City of Peoria		19,975



Centerplate

**Exhibit B  
Peoria Sports Complex  
Subcontractor Business Plan Scenario Comparison**

	Base Scenario	Proposed Scenario		
	All Existing Subs (2009)	Hol N Jam, AZ Nuts Only	Centerplate Revenue	Total
Subcontractor Gross Receipts	219,083	72,794	146,289	219,083
Centerplate Collection from Subs at 40%	87,633	29,118		29,118
Commission to City for Subcontractors-75% of CP Collection	65,725	21,838		21,838
Commission to City on CP Revenue (Assumes 45% in ST Step Scale)			65,830	65,830
Marketing Fee to City - 7% of Sub Gross Receipts	15,336	5,096		5,096
<b>Total Return to the City of Peoria</b>	<b>81,061</b>	<b>26,934</b>	<b>65,830</b>	<b>92,764</b>

<b>Increased Return to City of Peoria if Centerplate takes over all sales from subcontractors with the exception of Hol N Jam and AZ Nuts</b>	<b>11,703</b>
	<b>14.4%</b>

## Christine Finney

---

**From:** Christine Finney  
**Sent:** Monday, August 24, 2009 4:05 PM  
**To:** 'Steven Trotter'  
**Subject:** City of Peoria - Questions

Mr. Trotter,

As we discussed, the City would like to schedule a meeting for a mutually agreeable date and time next week. Prior to getting together, please review and prepare a written response to the following questions:

- 1) Regarding Centerplate's Best and Final Offer (BAFO) Response, section on "Commissions – Percentage of Gross Receipts - Calculated on the increment and all tiers as shown are adjusted by CPI" - Please define how the tiers will be adjusted and specify which CPI model will be used for the adjustments. Please show an example of how this adjustment would affect the City.
- 2) Regarding BAFO section "Repair and Maintenance Reserve Fund – as a % of Gross Receipts" – Please define who has possession of the Reserve Fund and what the contributions may be utilized for. Furthermore, define what happens if there is a disagreement between the City and Centerplate with how these funds are to be utilized. In addition, indicate what happens at the end of the year/contract period if the funds have not been expended. Is the process to be managed similar to the current teams tenants tickets surcharge?
- 3) Regarding BAFO Qualifications Section – "Commission percentage for concerts is contingent upon the allowance for Centerplate to increase menu pricing at concerts". Please provide the City with a list of proposed menu items to be increased for concerts and the prices that are requested with the understanding that this would be mutually agreeable by both parties.
- 4) Regarding BAFO Qualifications Section – "Commission percentage for Spring Training Events in the Initial Term and the Extension Option are based upon Centerplate's business plan to reduce the use of third party subcontractors". Please define your business plan for such reduction of use of third party subcontractors and its affect on advertising sponsorships.

It looks like the necessary City staff is available to meet on Monday August 31<sup>st</sup> at 1pm, 2pm, 3pm or 4pm or Wednesday September 2<sup>nd</sup> at 8am or 4pm. Please advise if you are able to meet with us any of these times.

I look forward to hearing from you.

Sincerely,

Christine Finney, CPPB  
Buyer II  
City of Peoria  
Materials Management  
8314 West Cinnabar St  
Peoria, Arizona 85345  
Phone: (623) 773-7531  
Fax: (623) 773-7118  
E-mail: [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov)



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

August 24, 2009

Centerplate  
Attn: Bob Pascal  
2187 Atlantic Street  
Stamford, CT 06902

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Pascal:

Based on your firm's response to the City's Best and Final Offer Request, the City would like to begin discussions with the goal of finalizing a definitive agreement for the above referenced services.

I will be contacting you shortly to discuss how we will proceed with these discussions.

If you have any questions, please do not hesitate to contact me directly at (623) 773-7531 or [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov).

Sincerely,

Christine Finney, CPPB  
Buyer II  
Materials Management

**Peoria Sports Complex  
Spring Training  
Financial Proposal**



August 19, 2009

Centerplate is pleased to present to the City of Peoria, Arizona (the "City") the following financial proposal for the extension of the concession services at Peoria Sports Complex (the "Complex") based on the terms and conditions outlined below.

**Term**

Four-year term ("Initial Term"), in addition, the Initial Term may be extended for an additional period of ten (10) years (the "Extension Option") upon the mutual agreement of both parties.

**Capital Investment**

Centerplate will invest up to \$850,000 (the "Investment") comprised of the following:

- Initial Investment of \$350,000 toward food service capital projects to enhance the existing foodservice operation at the Complex; scope and nature of these projects to be mutually agreed upon by both parties.
- Supplemental Investment of \$500,000 toward food service capital projects to enhance the existing foodservice operation at the Complex over the first two years of the Extension Option, scope and nature of these projects to be mutually agreed upon by both parties. \*

In addition, we also propose, subject to the mutual agreement of both parties, if the actual Initial Investment is less than the amount outlined after the conclusion of the first contract year, the remaining balance will be paid as a Cash Grant to the City.

The Initial Investment shall be amortized and/or depreciated based on a straight-line method over the Initial Term of the agreement. Supplemental Investment shall be amortized and/or depreciated based on a straight-line method over ten years from installation or deployment date, whichever is later. Investment would require industry standard buy-back provision in case of early termination. If the food and beverage services agreement expires or terminates for convenience of the City or Force Majeure, prior to Centerplate's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Centerplate by the City or the successor concessionaire. If the contract is terminated for cause by the City, both parties agree that a independent arbitrator will be used to determine if any reimbursement shall be awarded to the City and offset against the unamortized portion of the investment prior to reimbursement to Centerplate.

\* Contingent on the execution of the Extension Option.

**Commissions - Percentage of Gross Receipts**

Calculated on the increment and all tiers as shown are adjusted by CPI

<u>Category</u>	<u>From:</u>	<u>To:</u>	<u>Rent %</u>
<i>Spring Training Events – Initial Term</i>			
Concession Food and Beverage	Zero	\$ 500,000	40.0%
	\$ 500,001	\$1,250,000	45.0%
	\$1,250,001	and greater	48.0%
<i>Spring Training Events – Extension Option</i>			
Concession Food and Beverage	Zero	\$ 500,000	40.5%
	\$ 500,001	\$1,250,000	45.5%
	\$1,250,001	\$1,750,000	48.5%
	\$1,750,001	and greater	50.0%
<i>Non-Spring Training Events</i>			
Concession Food and Beverage	Zero	\$ 150,000	22.0%
	\$ 150,001	\$ 300,000	24.0%
	\$ 300,001	\$ 350,000	26.0%
	\$ 350,001	and greater	28.0%

Concerts [1]

Concession Food and Bever:



35.0%

Catering	20.0%
Promotions Concessions (e.g. Kids Promotions, etc.)	10.0%
Vending	10.0%
Third party subcontractors [2]	75.0%
Concession "Branded Foods" [3]	

[1] - Commission percentage for concerts shall be for all concerts with a turnstile attendance greater than 4,000, if less than 4,000 in turnstile attendance the event shall be considered a Non-Spring Training Event for commission purposes

[2] - Commission percentage for the third party subcontractors is based on the amount received by Centerplate from its third party subcontractors

[3] Centerplate proposes the same percentage rent for branded foods as the rates for Concession Food and Beverage, provided the commissions due to the City are decreased dollar for dollar for the royalty fee (typically at 5 0% to 6 0% of sales) associated with the branded food concepts

#### Utility Contribution

Centerplate shall make the following contribution:

- **Utility Contribution**  
*As a % of Gross Receipts* 0 25%

#### Reserve Fund Contribution

Centerplate shall make the following contribution commencing with the Extension Option:

- **Repair and Maintenance Reserve Fund**  
*As a % of Gross Receipts* 1 5%

#### Qualifications:

- The above terms are based on having the San Diego Padres and the Seattle Mariners as the anchor tenants playing no less than 28 home games per year.
- The above commissions for the food and beverage services shall be paid as a percentage of Gross Receipts (total revenues less sales or other taxes, gratuities and service charges, employee meals and reduced or at cost items). Gross Receipts will include the amount received by Centerplate from third party subcontractors and not the gross receipts generated by the subcontractors.
- Commission percentage for Concerts is contingent upon the allowance for Centerplate to increase menu pricing at Concerts.
- Commission percentage for Spring Training Events in the Initial Term and the Extension Option are based upon Centerplate's business plan to reduce the use of third party subcontractors.
- Supplement Investment shall be payable contingent on the execution of the Extension Option.
- Subject to re-negotiation should Centerplate be unable to sell alcoholic beverages.
- The foregoing proposal shall not constitute a binding obligation of Centerplate until (i) Centerplate and the City have negotiated and executed a definitive agreement (ii) the Board of Directors of Centerplate has approved the foregoing, without regard to good faith or any other standard.



### Capital Investment Proposal for Peoria Sports Complex

Item Number	Description	Estimated Costs	Estimated Costs	Why Centerplate would purchase?
<b>Phase I - (4 year) Initial Term</b>				
A	<b>Concession / Kitchen food service equipment;</b>		\$ 108,700	
	Ice Machine	\$ 7,500		In response to client's requests, recommend an on site machine to meet demand
	Beer Stations [*]	25,000		Replace aged equipment
	Pizza Impinger Oven [*]	7,500		Produce hot pizza at 1st base location. Stimulate increased sales
8	Condiment Carts	20,000		Accommodate speed of service and convenience for Peoria's fans
	Refrigeration	40,000		Replace aged equipment and comply with health code standards
2	Steamers	8,700		Increase production and improve speed of service to generate additional sales
	<b>Portable Carts;</b>		88,000	
2	Brat Carts [*]	26,000		Enhance appearance and production of left field "Brat" stand
4	Beer Carts	24,000		Replace aged equipment
1	Culinary Theatre Cart [*]	13,000		Provide an additional POS & capitalize on event marketing opportunities to the audience in line
2	Fish Taco Cart	25,000		Introduce new menu items to sustain fan interest and stimulate sales
	<b>Trade Dress (counters, floors &amp; back counters)</b>		72,800	Refresh appearance in keeping with fans' expectations
	<b>Menu Boards</b>		10,000	Enhance appearance and legibility
	<b>Electrical Upgrades</b>		25,000	Necessary to support new equipment installation
	<b>Catering Smallwares</b>		25,000	Upgrade catering events to meet customer expectations and stimulate sales
	<b>Contingency</b>		20,500	Satisfies unforeseen expenses, or change in direction, related to recommended equipment & installation
	<b>Sub-total Capital Investment - Phase I</b>		350,000	
<b>Phase II - (10 year) Extension Option</b>				
B	<b>Concession Reface;</b>		155,000	
	Pizza Stand 1st base [*]	45,000		Revitalize the appearance and menu capability of 1st base stand to significantly increase per caps
	Retro-fit grills/hoods 3rd base [*]	110,000		Major renovation to these areas for menu flexibility and increased production
	<b>Trade Dress,</b>		208,000	
	All Stands	168,000		Trade dress attending to walls and counters designed to significantly improve stand presentation
	Signage/Awnings	40,000		Improve signage to facilitate fan awareness of stand locations and menus
	<b>Creation of New Concepts</b>		90,000	
	PSC Club Bar [*]	25,000		Meet contemporary taste preferences voiced by our fans
	Centerfield Concept [*]	20,000		Upgrade menu, improve quality and presentation
	Portable Cart [*]	20,000		Increase POS with a new concept designed to drive fan enjoyment and increased sales
	Stand Design	25,000		Design fees related to updating concepts and appearance
	<b>Concession / Kitchen food service equipment;</b>		15,000	
	Refrigeration	15,000		Increase storage, menu capacity and align with health codes
	<b>Contingency</b>		32,000	Satisfies unforeseen expenses, or change in direction, related to recommended equipment & installation
	<b>Sub-total Capital Investment - Phase II</b>		500,000	
	<b>Grand Total Capital Investment</b>		850,000	

Notes [\*] Anticipated increases in per capita spending is estimated conservatively at a range of 5% - 15% for the new concepts and refreshing existing outlets



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

August 14, 2009

Centerplate  
Attn: Bob Pascal  
2187 Atlantic Street  
Stamford, CT 06902

RE: City of Peoria Request for Proposal Number P09-0035  
Concessionaire Services for the Peoria Sports Complex

Dear Mr. Pascal:

The City of Peoria is requesting that Centerplate provide a best and final offer for the concessionaire services contract. The City has some areas of concern which are addressed below. The City would like these areas addressed *without* Centerplate reducing the already proposed contributions to the City.

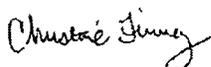
1. The City of Peoria is requesting that Centerplate review the 10 year commission rate that has been proposed. The City believes that market conditions would suggest that there should be an increase in the commission rate for the start of the 10 year contract and that the rate increase should be in the 3-5% range.
2. For both the 4 year and 10 year contracts, the proposed percentage tier commission structure is not in keeping with what the City would have expected. The City believes that the tier structure should start lower than what has been proposed.
3. The City is requesting that Centerplate provide a complete list of Capital Improvement expenditures for both the 4 year and 10 year contracts. The City would like the list to detail out why something is being purchased, what if anything is being replaced by that purchase and what revenue increase the City could expect for that purchase.
4. For both the 4 year and 10 year contracts, the City would allow a different menu pricing level for non-spring training concert events. The pricing should focus on select menu items and alcohol that would be appropriate for concerts. In addition the City believes that the commission paid for concerts should be at the 35% level.

5. For both the 4 year and 10 year contracts, the City would like to have Centerplate address the catering percentage as a fixed percentage for all catering events rather than variable percentages by location or type of catering. After looking at current market conditions, the City believes that an appropriate fixed percentage would be at least in the 20% - 25% range.
6. The City would like to address the "standard buy-back in case of early termination" provision proposed by Centerplate in the Financial Proposal. The City would like to amend the following sentence as shown:

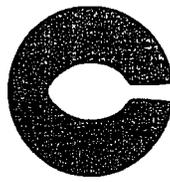
*"If the food and beverage services agreement expires or terminates for convenience of the City or Force Majeure, ~~any reason whatsoever, with or without cause,~~ prior to Centerplate's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Centerplate by the City or the successor concessionaire. The City will be under no obligation to reimburse the unamortized portion of the investment for contract termination due to Centerplate's negligence, misconduct, inadequate performance or non-performance."*

Your written response will constitute the Best and Final Offer and should be submitted to my attention by 5:00p.m. Wednesday August 19, 2009. The requested information may be sent via fax at (623) 773-7118 or e-mail at [christine.finney@peoriaaz.gov](mailto:christine.finney@peoriaaz.gov) but please still send the original via US Mail.

Sincerely,



Christine Finney, CPPB  
Buyer II  
Materials Management



**Centerplate**

**ROBERT J PASCAL, JR**  
SENIOR VICE PRESIDENT,  
MARKETING AND SALES

June 24, 2009

**Ms Christine Finney**  
City of Peoria, Materials Management  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

**Re: Concessionaire Services for the Peoria Sports Complex**  
**RFP # P09-0035**

Dear Ms. Finney,

On behalf of our entire Centerplate team, it is with great pleasure I share with you our proposal for the Peoria Sports Complex. Naturally, we are eager to extend our relationship with the City of Peoria and I am sure both the financial terms presented here, and the competencies of our dedicated staff, will further support continuing our long term collaboration.

We are proud of being an essential element of the Complex, and in this, of defining for Spring Training the standards against which others measure their actions. Thank you for this privilege of partnering with you in this wonderful success story and we look forward to the next chapter!

Sincerely

Robert J Pascal, Jr.



# City of Peoria, Arizona

## Notice of Request for Proposal



Request for Proposal No: **P09-0035** Proposal Due Date: **June 26, 2009**

Materials and/or Services: **Concessionaire Services for the Peoria Sports Complex (4 + 10 years)** Proposal Time: 5:00 P M AZ Time

Location: City of Peoria, Materials Management Contact **Christine Finney**

Mailing Address: 8314 West Cinnabar Avenue, Peoria, AZ 85345 Phone. (623) 773-7115

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

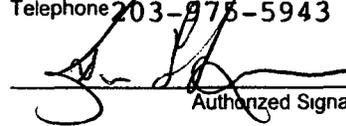
To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception 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 Mr. Robert J. Pascal

Telephone 203-975-5943 fax 203-975-9679

Centerplate



Company Name

Authorized Signature for Offer

2187 Atlantic St 6th Floor

Kevin F. McNamara

Address

Printed Name

Stamford CT 06902

EVP and Chief Financial Officer

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 \_\_\_\_\_

Mary Jo Kief, City Clerk

CC \_\_\_\_\_

Contract Number \_\_\_\_\_

\_\_\_\_\_

City Seal \_\_\_\_\_

Official File \_\_\_\_\_

City of Peoria, Arizona Effective Date \_\_\_\_\_

Approved as to form \_\_\_\_\_

Stephen M Kemp, City Attorney

Contract Awarded Date \_\_\_\_\_

\_\_\_\_\_

Carl Swenson, City Manager



# QUESTIONNAIRE

Solicitation Number: **P09-0035**

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

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

1. Company: Sacramento River Cats  
Contact: Mr. Alan P. Ledford President, GM & COO  
Address: Raley Field  
400 Ballpark Drive West Sacramento, CA 94691  
Phone: (916) 376-4951  
Email: \_\_\_\_\_  
Type of Work: Concessions and Catering
  
2. Company: Seattle Mariners  
Contact: Mr. Kevin J. Mather Executive Vice President  
Address: P.O. Box 4100  
Seattle, WA 98194  
Phone: (206) 346-4000  
Email: \_\_\_\_\_  
Type of Work: Concessions and Catering
  
3. Company: T-Bones Baseball Club  
Contact: Mr. Adam Ehlert, Vice President & Co-Owner  
Address: 1800 Village West Parkway Kansas City, KS 66111  
\_\_\_\_\_  
Phone: (913) 328-BALL  
Email: \_\_\_\_\_  
Type of Work: Concessions and Catering

Account Number
8294

Valid until 12/31/2009  
unless revoked



2009

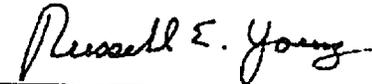
### Privilege Tax License

The person or firm listed below is hereby licensed to conduct business in the City of Peoria  
subject to the provisions of the Peoria City Code, Chapter 12

**Post in a Conspicuous Place  
Non-Transferable**

Business Address:  
VOLUME SERVICES INC  
SPORTS COMPLEX  
PEORIA AZ 85345

 VOLUME SERVICES INC  
201 E BROAD ST  
SPARTANBURG SC 29306-3233  

Russell Young, Tax & License Supervisor

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## A • EXPERIENCE AND QUALIFICATIONS

Centerplate traces its roots to 1929 Chicago with the founding of the Automatic Canteen Company of America. The company's first major entertainment venue experience came at the 1933 World's Fair and our organization has been serving premier events and facilities ever since.

We are a leading provider of hospitality services in sports facilities, convention centers, and other entertainment facilities throughout North America. The Company provides a spectrum of services, including general concessions, restaurants, fine-banquet catering, retail merchandise sales, and overall facility management. Additionally, Centerplate offers interior design, kitchen design, and construction management services to its clients.

With over 130 facilities served, Centerplate is one of the largest providers of food and beverage services to recreational facilities in North America. Additionally, Centerplate is:

- The largest provider to minor league baseball and spring training facilities and
- A significant provider to Major League Baseball ("MLB") facilities
- The largest provider to National Football League ("NFL") facilities
- One of the largest providers to major convention centers, defined as those with greater than approximately 300,000 square feet of exhibition space.

Centerplate's core business of food and beverage management in sports, entertainment, and convention center segments is highly competitive. Historically, we have been recognized for our operational aptitude in effectively servicing large numbers of fans and guests. In the last several years, Centerplate has placed an emphasis on the quality of its offerings and, most recently, Centerplate has further differentiated itself from its competitive set by providing service solutions tailored to reflect the character of a particular team, venue or region.

Centerplate's mission statement, "We craft and deliver extraordinary entertainment experiences", captures the key distinction of this business approach. The Company's subject matter specialists analyze the audience demographics, brand strategy, and business objectives of its clients in order to develop service solutions designed to generate near-term incremental sales and long-term additional value. These strategies are in turn implemented by Centerplate's team of experienced operations professionals.

### CLIENT LIST

Within the following pages you will find a listing of our client facilities. We are proud of our long standing relationships with these nationally recognized venues. We follow this list with letters of commendation, audited financial statements and information from our Chief Financial Officer regarding our amount and source of financing and availability of funds.

## **CLIENT LIST: SIMILAR FACILITIES**

We note below similar facilities we serve as requested, and provide in the following pages a full listing of our clients. With respect to our clients' wishes to maintain confidentiality regarding their annual gross revenues, we do not offer this information.

### **SPRING TRAINING**

#### **JOKER MARCHANT STADIUM**

Lakeland Flying Tigers Spring Training  
Al Kaline Drive  
2301 Lake Hills Blvd.  
Lakeland, FL 33805

Contact: Mr. Ron Myers  
Phone: (863) 686-8075  
Services: Concessions and Catering  
Start of Service: 2007  
E-Mail: ron.myers@detroitigers.com

#### **MCKECHNIE FIELD**

Pittsburgh Pirates Spring Training  
1611 9th Street West  
Bradenton, FL 34205

Contact: Mr. Trevor Gooby  
Phone: (941) 747-3031  
Services: Concessions and Catering  
Start of Service: 1993  
E-Mail: trevor.gooby@pittsburghpirates.com

#### **PEORIA SPORTS COMPLEX**

San Diego Padres and Seattle Mariners Spring Training  
16101 N. 83rd Avenue  
Peoria, AZ 85382

Contact: Mr. Chris Calcaterra  
Phone: (623) 773-8703  
Services: Concessions and Catering  
Start of Service: 1993  
E-Mail: chris.calcaterra@peoriaaz.gov

### **MINOR LEAGUE TEAMS**

#### **AUGUSTA GREENJACKETS**

78 Milledge Road  
Augusta, GA 30904

Contact: Mr. Nick Brown  
Phone: (706) 736 7889  
Services: Concessions and Catering  
Start of Service: 2004  
E-Mail: nbrown@greenjacketsbaseball.com

#### **BRIDGEPORT BLUEFISH**

The Ballpark at Harbor Yard  
500 Main Street  
Bridgeport, CT 06604

Contact: Mr. Todd Marlin  
Phone: (203) 416-1756  
Services: Concessions and Catering  
Start of Service: 2001  
E-Mail: tmarlin@bridgeportbluefish.com

#### **CAMDEN RIVER SHARKS**

401 N. Delaware Ave.  
Camden, NJ 08102

Contact: Mr. Adam M. Lorber  
Phone: (856) 963-2600 X 119  
Services: Concessions, Catering  
and Merchandise  
Start of Service: 2005  
E-Mail: alorber@riversharks.com



EXPERIENCE AND QUALIFICATIONS

**DURHAM BULLS**

Durham Bulls Athletic Park  
409 Blackwell Street  
Durham, NC 27702

Contact: Mr. Mike Birling  
Phone: (919) 687-6509  
Services: Concessions and Catering  
Start of Service: 1992  
E-Mail: mbirling@durhambulls.com

**GREENSBORO GRASSHOPPERS**

First Horizon Park  
408 Bellemeade Park  
Greensboro, NC 27401

Contact: Mr. Donald Moore  
Phone: (336) 268-2255  
Services: Concessions  
Start of Service: 2003  
E-Mail: donald@gslohoppers.com

**IOWA CUBS BASEBALL**

Principal Park  
One Line Drive  
Des Moines, IA 50309

Contact: Mr. Sam Bernabe  
Phone: (515) 243-6111  
Services: Concessions and Catering  
Start of Service: 1995  
E-Mail: sbernabe@iowacubs.com

**KANSAS CITY T-BONES**

Community America Ballpark  
1800 Village West Parkway  
Kansas City, KS 66111

Contact: Mr. Adam Ehler  
Phone: (913) 328-2255  
Services: Concessions and Catering  
Start of Service: 2006  
E-Mail: aehler@tbonesbaseball.com

**LANCASTER BARNSTORMERS**

650 N. Prince Street  
Lancaster, PA 17603

Contact: Mr. Vince Bulik  
Phone: (717) 509-3003  
Services: Concessions, Catering  
and Merchandise  
Start of Service: 2005  
E-Mail: vbulik@lancasterbarnstormers.com

**LONG ISLAND DUCKS**

Citibank Park  
3 Courthouse Drive  
Central Islip, NY 11722

Contact: Mr. Frank Boulton  
Phone: (631) 940-3825 ext. 101  
Services: Concessions and Catering  
Start of Service: 2000  
E-Mail: fboulton@liducks.com

**LOUISVILLE BATS**

Slugger Field  
401 East Main Street  
Louisville, KY 40202

Contact: Mr. Gary Ulmer  
Phone: (502) 212-2287, Ext. 619  
Services: Concessions and Catering  
Start of Service: 2003  
E-Mail: gulmer@batsbaseball.com

**NEW BRITAIN ROCK CATS**

New Britain Stadium  
230 John Karbonic Way  
New Britain, CT 06051

Contact: Mr. William F. Dowling  
Phone: (860) 224-8383  
Services: Concessions and Catering  
Start of Service: 2000  
E-Mail: bdowling@rockcats.com



EXPERIENCE AND QUALIFICATIONS

**NEW HAMPSHIRE FISHER CATS**

1 Line Drive  
Manchester, NH 03101

Contact: Mr. Rick Brenner  
Phone: (603) 641-2005  
Services: Concessions and Catering  
Start of Service: 2005  
E-Mail: rbrenner@nhfishercats.com

**OMAHA ROYALS**

Rosenblatt Stadium  
1202 Bert Murphy Avenue  
Omaha, NE 68107

Contact: Mr. Martie J. Cordaro  
Phone: (402) 738-5108  
Services: Concessions, Catering and Merchandise  
Start of Service: 1992  
E-Mail: martie.cordaro@Oroyals.com

**PORTLAND BEAVERS**

PGE Park  
1844 SW Morrison  
Portland, OR 97205

Contact: Mr. Merritt Paulson  
Phone: 503-553-5401  
Services: Concessions and Catering  
Start of Service: 2005  
E-Mail: mpaulson@pgepark.com

**SACRAMENTO RIVER CATS**

Raley Field  
400 Ballpark Drive  
West Sacramento, CA 94691

Contact: Mr. Alan Ledford  
Phone: (916) 376-4951  
Services: Concessions and Catering  
Start of Service: 2003  
E-Mail: aledford@rivercats.com

**SOMERSET PATRIOTS**

TD Bank Ballpark  
1 Patriots Park  
Bridgewater, NJ 08807

Contact: Mr. Patrick McVerry  
Phone: (908) 252-0700  
Services: Concessions and Catering  
Start of Service: 1999  
E-Mail: pmcverry@somersetpatriots.com

**STATEN ISLAND YANKEES**

Richmond County Bank Ballpark  
75 Richmond Terrace  
Staten Island, NY 10301

Contact: Ms. Jane M. Rogers  
Phone: (718) 313-1311  
Services: Concessions and Merchandise  
Start of Service: 2003  
E-Mail: jrogers@siyanks.com

**SYRACUSE SKY CHIEFS**

One Tex Simone Drive  
Syracuse, NY 13208

Contact: Mr. John Simone  
Phone: (315) 474-7833  
Services: Concessions, Catering, and Merchandise  
Start of Service: 1996  
E-mail: jsimone@syracusechiefs.com

**WILMINGTON BLUE ROCKS**

Daniel S. Frawley Stadium  
801 Shipyard Drive  
Wilmington, DE 19801

Contact: Mr. Chris Kemple  
Phone: (302) 888-2015  
Services: Concessions and Catering  
Start of Service: 1993  
E-Mail: ckemple@bluerocks.com



EXPERIENCE AND QUALIFICATIONS

# Our Clients



Centerplate

## **National Football League**

Arizona Cardinals  
Denver Broncos  
Indianapolis Colts  
Kansas City Chiefs  
Minnesota Vikings  
New Orleans Saints  
San Diego Chargers  
San Francisco 49ers  
Tampa Bay Buccaneers  
Tennessee Titans  
Washington Redskins

## **Major League Baseball**

Minnesota Twins  
San Francisco Giants  
Seattle Mariners  
Tampa Bay Rays

## **Spring Training**

Detroit Tigers  
Pittsburgh Pirates  
San Diego Padres  
Seattle Mariners

## **Minor League Baseball**

Asheville Tourists  
Augusta GreenJackets  
Bowling Green Hot Rods  
Bridgeport Bluefish  
Camden River Sharks  
Durham Bulls  
Greensboro Grasshoppers  
Iowa Cubs  
Kansas City T-Bones  
Lakeland Flying Tigers  
Lancaster Barnstormers  
Long Island Ducks  
Louisville Bats  
New Britain Rock Cats  
New Hampshire Fisher Cats  
Oklahoma RedHawks  
Omaha Royals  
Portland Beavers  
Sacramento River Cats  
Somerset Patriots  
Southern Maryland Blue Crabs

## **Minor League Baseball (Cont.)**

Staten Island Yankees  
Syracuse Chiefs  
Wilmington Blue Rocks  
York Revolution

## **National Basketball Association**

Detroit Pistons  
New Orleans Hornets

## **National Hockey League**

Minnesota Wild  
New Jersey Devils

## **Major League Soccer**

FC Dallas  
Kansas City Wizards

## **Convention & Civic Centers**

American Bank Center  
Bridge View Center  
Century Center  
Colorado Convention Center  
Dallas Convention Center  
Direct Energy Centre  
Indiana Convention Center  
Jacob K. Javits Convention Center  
Kentucky Exposition Center  
Kentucky International Convention Center  
McAllen Convention Center  
Miami Beach Convention Center  
Neal S. Blaisdell Center  
Northern Kentucky Convention Center  
Orange County Convention Center  
Pikes Peak Center  
Raleigh Convention Center  
Roland E. Powell Convention Center  
Sacramento Convention Center  
San Diego Convention Center  
Sevierville Events Center  
Spokane Center  
St. Paul RiverCentre  
TELUS Whistler Conference Centre  
Vancouver Convention Centre  
Walter E. Washington Convention Center

# Our Clients



Centerplate

## **Arenas**

Alliant Energy Center of Dane County  
Arena at Harbor Yard  
B.C. Place Stadium  
BI-LO Center  
Carolina Coliseum  
Colonial Life Arena  
Comcast Arena at Everett Events Center  
Cow Palace  
Crown Center  
Erie Civic Center  
Kemper Arena/American Royal Center  
Koger Center  
MTS Centre  
New Orleans Arena  
North Charleston Coliseum  
Omaha Civic Auditorium  
Palace of Auburn Hills  
Peoria Civic Center  
Ricoh Coliseum  
Rockford MetroCentre  
Spokane Arena  
Tacoma Dome  
Toyota Arena  
Winnipeg Arena/Canad Inns Stadium  
World Arena - Colorado Springs

## **Amphitheaters & Performing Arts Centers**

Denver Performing Arts Complex  
Durham Performing Arts Center  
DTE Energy Music Theatre  
Meadowbrook Music Festival  
Morris Performing Arts Center  
Murat Center  
Omaha Orpheum  
Progress Energy Center  
Sacramento Convention Center Complex  
Starlight Theatre

## **Airports**

Dulles International Airport  
Hilo International Airport  
Keahole-Kona International Airport

## **Racing**

Aqueduct Racetrack  
Atlanta Dragway  
Belmont Park Racetrack  
Gainesville Raceway  
Kentucky Derby Festival  
Maple Grove Raceway  
National Trail Raceway  
O'Reilly Raceway Park at Indianapolis  
Rockingham Park  
Saratoga Race Course  
Seabrook Yankee Greyhound  
Virginia Motorsports Park

## **Collegiate Sports**

Aloha Stadium - Univ. of Hawaii Football  
Bradley University Basketball  
Creighton University Basketball  
Fairfield University Basketball  
Iowa State University - Jack Trice Stadium  
San Diego State University Football  
Tulane University Basketball & Football  
University of Alabama  
University of Colorado - Boulder  
University of Louisville  
University of Minnesota Football  
University of Nebraska Hockey  
University of South Carolina  
University of South Florida Basketball  
Western Kentucky University

## **Parks & Cultural Attractions**

Ala Moana Regional Park  
Bodies: The Exhibition  
Hanauma Bay  
Indiana State Museum  
Indianapolis Zoo  
Los Angeles Zoo  
North Charleston Fire Museum  
ORDA at Lake Placid & Gore Mountain  
Pacific Aviation Museum  
Paradise Cove  
Rio Grande Livestock Show  
Wildhawk Golf Course



June 22, 2009

Ms. Christine Finney  
City of Peoria, Materials Management  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

Re: Concessionaire Services for the Peoria Sports Complex  
RFP # P09-0035

Dear Ms. Finney:

I'm writing to comment on the food and beverage services Centerplate provides on behalf of our Triple-A baseball team, the Sacramento River Cats, at Raley Field. We are in the seventh season of our agreement with Centerplate and have enjoyed an excellent relationship during this time, and our guests appreciate the quality of our food and beverage offerings.

Frankly, we are a very demanding client with high expectations and appreciate Centerplate's willingness to work with us to meet our objectives. Their management staff regularly suggests thoughtful recommendations to upgrade amenities and the variety of their offerings. These steps have resulted in a high degree of fan satisfaction and increased revenues to our organization.

I understand Centerplate has been your long term provider. I am confident that should you wish to renew your agreement with them they will continue to provide products and services that meet your fans' - and your own - high expectations.

Please don't hesitate to contact me with any questions at 916-376-4951 or [aledford@rivercats.com](mailto:aledford@rivercats.com).

Sincerely,

Alan P. Ledford  
President, GM & COO



June 22, 2009

Ms. Christine Finney  
City of Peoria, Materials Management  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

Re. Concessionaire Services for the Peoria Sports Complex  
RFP # P09-0035

Dear Ms. Finney,

It is with great pleasure I write to you in reference to the food and beverage services Centerplate provides the Seattle Mariners at the Peoria Sport Complex. My confidence in Centerplate's ability to deliver on its promise is secured by our long term partnership here at Safeco Field.

Simply put, they enhance our reputation in a very demanding marketplace. Their presence contributes to our overall fan experience as they satisfy our fans' desires for food and beverages specific to Safeco Field. Their management staff regularly suggests thoughtful recommendations to upgrade amenities and they have consistently achieved both financial and customer service targets.

I assure you, when you select Centerplate as your business partner, you will find, as we have and will continue to, that you have a creative, energetic team of professionals dedicated to your organization's growth and prosperity.

With best wishes for your success.

Sincerely,

Kevin J. Mather  
Executive Vice President  
Seattle Mariners





June 22, 2009

Ms. Christine Finney  
City of Peoria, Materials Management  
8314 West Cinnabar Avenue  
Peoria, AZ 85345

Dear Ms. Finney:

The Kansas City T-Bones Baseball Club has been very happy with Centerplate, and their installation and operation at CommunityAmerica Ballpark.

Our product is (and accordingly, our fans are) tremendously sensitive to price, and customer service. Centerplate has proven to be consistently cognizant and pro-active on both fronts, and their unparalleled food quality is an added bonus.

Centerplate's management has been uniquely involved in understanding the large scope of our partnership, and how integral our foodservice is to our overall fan experience. In times of growth, they are eager to offer new products to maximize revenue; in times of economic contraction, they've been budget-conscious—respectful of both our companies' bottom lines, and our fans' budgets.

I have every confidence in recommending Centerplate for consideration in your facility. We are proud of our relationship, and more importantly, our fans--our collective customers--appreciate Centerplate's first-rate concessions operation and responsible prices.

Please do not hesitate to contact me if I can offer any further insight.

Sincerely,

Adam Ehlert  
*Vice-President and Co-Owner*  
*Kansas City T-Bones Baseball Club, CommunityAmerica Ballpark*

**Joshua Attix/VOLSERV**

---

**From:** "Hevly, Tim /SEA" <THevly  
**Sent:** Thursday, April 02, 2009 10 23 AM  
**To:** <Joshua.Attix@centerplate.com>  
**Cc:** "Chns Calcaterra (E-mail)" <chris.calcaterra@peoriaaz.gov>  
**Subject:** Media Dining 2009  
**Attachments:** Spring Training Media Dining 2009 for CP.xls

Josh,

Thanks for all your help this spring. I thought this was the best media dining experience in Peoria since we moved here in 1993. I like the location, the staff was great, and the food was very good.

I hope it worked as well for you.

Please find attached the spreadsheet of media dining counts for the Mariners home games. I have the sign-in sheets as back-up if you have any questions.

Just a reminder: since we use Centerplate in the ballpark in Seattle, as well, please send the invoice TO MY ATTENTION so it doesn't get lost in our accounting system.

Thanks again, and I look forward to working with you in 2010.

Sincerely,

Tim Hevly  
Seattle Mariners  
PO Box 4100  
Seattle, WA 98194  
(206) 346-4402

<< Spring Training Media Dining 2009 for CP.xls>>

**Joshua Attix/VOLSERV**

---

**From:** "Mark Addler" <MarkA@Climatec.com>  
**Sent:** Sunday, March 09, 2008 8:45 AM  
**To:** "Joshua Attix" <Joshua.Attix@centerplate.com>  
**Cc:** "Jack Kucera" <JackK@Climatec.com>; "Terry Keenen" <TerryK@Climatec.com>  
**Subject:** 3-7-08 Climatec Outing

Josh:

Thanks to you and your group for a very successful outing last Friday. The service was first rate. You guys did a great job. A special thanks to Jessica and the wait staff. They were extremely professional. Good food, good surroundings, and a good game- you had all the bases covered.

Thanks Again;

*Mark Addler*

Climatec, Inc.

Fan & A/D Department

Phone 602-906-4193

Fax 602-906-4190

Email [marka@climatec.com](mailto:marka@climatec.com)

**Joshua Attix/VOLSERV**

---

**From:** carriespringtraining@gmail.com on behalf of "Carrie Salow" <carrie@sportsmarketingusa.com>  
**Sent:** Tuesday, March 11, 2008 10 50 AM  
**To:** "Joshua Attix" <joshua.attix@centerplate.com>; "Jessica Ares" <Jessica.Ares@centerplate.com>  
**Subject:** FINAL: Mariners Dinner 3/14/08

Hi Jessica and Josh,

Thank you for the outstanding job your team did for our event this past Saturday! We greatly appreciate all you do to ensure our events are a tremendous success. :)

Our final count for Friday is 231 guests. Of this, we have a very large group in attendance from FSA. They travel with us every year and it is a big trip for this group. Joey B. and his guests are somewhat "legendary". They certainly enjoy themselves while they are down here, and you will definitely see a difference in the group type from our previous groups.....!!

Our on-site rep will be Peter Cosovich. The one thing we talked about doing different this week is having the autographs tables on the other end so that the backdrop is the white tent wall. Thanks for doing that!

Please let me know if you need anything from our side.

Thanks!  
Carrie

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of  
Centerplate, Inc.  
Stamford, Connecticut

We have audited the accompanying consolidated balance sheets of Centerplate, Inc. and subsidiaries (the "Company") as of December 30, 2008 and January 1, 2008, and the related consolidated statements of operations, stockholders' equity (deficiency) and comprehensive income (loss), and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Centerplate, Inc. and subsidiaries as of December 30, 2008 and January 1, 2008, and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 11, the Company consummated a merger with KPLT Holdings, Inc., an affiliate of Kohlberg & Company, LLC, on January 27, 2009.

*Deloitte & Touche LLP*

Charlotte, North Carolina  
April 29, 2009

# CENTERPLATE, INC. AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS DECEMBER 30, 2008 AND JANUARY 1, 2008

ASSETS	December 30, 2008	January 1, 2008
	(In thousands, except share data)	
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 35,225	\$ 33,853
Restricted cash	791	1,146
Accounts receivable, less allowance for doubtful accounts of \$880 and \$993 at December 30, 2008 and January 1, 2008, respectively	23,475	29,539
Inventories	26,260	23,300
Prepaid expenses and other	3,078	3,475
Deferred tax assets	-	4,204
Total current assets	<u>88,829</u>	<u>95,517</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Leasehold improvements	40,645	41,968
Merchandising equipment	98,882	84,727
Vehicles and other equipment	15,808	18,116
Construction in process	1,456	1,895
Total	156,791	146,706
Less accumulated depreciation and amortization	<u>(103,207)</u>	<u>(94,720)</u>
Property and equipment, net	<u>53,584</u>	<u>51,986</u>
<b>OTHER LONG-TERM ASSETS:</b>		
Contract rights, net	87,654	85,183
Restricted cash	-	10,307
Cost in excess of net assets acquired	41,142	41,142
Deferred financing costs, net	10,362	10,361
Trademarks	12,300	17,523
Deferred tax assets	349	15,867
Other	6,010	4,465
Total other long-term assets	<u>157,817</u>	<u>184,848</u>
<b>TOTAL ASSETS</b>	<b>\$ 300,230</b>	<b>\$ 332,351</b>

See notes to consolidated financial statements.

**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS (Continued)**

<b>LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>	<b>December 30, 2008.</b>	<b>January 1, 2008</b>
	(in thousands, except share data)	
<b>CURRENT LIABILITIES:</b>		
Current portion of long-term debt	\$ 1,075	\$ 1,075
Short-term borrowings	42,000	29,500
Accounts payable	29,772	24,367
Accrued salaries and vacations	11,682	15,704
Liability for insurance	6,065	4,847
Accrued taxes, including income taxes	5,244	5,220
Accrued commissions and royalties	27,081	24,608
Liability for derivatives	-	311
Accrued interest	2,330	1,037
Accrued dividends	-	1,385
Advance deposits	5,252	3,436
Other	<u>5,539</u>	<u>3,502</u>
<b>Total current liabilities</b>	<u><b>136,040</b></u>	<u><b>114,992</b></u>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt	214,226	223,334
Liability for insurance	12,130	9,370
Deferred tax liabilities	6,400	-
Other liabilities	<u>9,067</u>	<u>2,189</u>
<b>Total long-term liabilities</b>	<u><b>241,823</b></u>	<u><b>234,893</b></u>
<b>COMMITMENTS AND CONTINGENCIES (NOTE 8)</b>		
<b>STOCKHOLDERS' DEFICIENCY:</b>		
Common stock, \$0.01 par value - authorized: 100,000,000 shares; 39,995,147 shares issued at December 30, 2008 and January 1, 2008; 20,981,813 shares outstanding at December 30, 2008 and January 1, 2008	400	400
Additional paid-in capital	218,331	218,331
Accumulated deficit	(175,596)	(117,375)
Accumulated other comprehensive income	172	2,050
Treasury stock - at cost (19,013,332 shares at December 30, 2008 and January 1, 2008)	<u>(120,940)</u>	<u>(120,940)</u>
<b>Total stockholders' deficiency</b>	<u><b>(77,633)</b></u>	<u><b>(17,534)</b></u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIENCY</b>	<u><b>\$ 300,230</b></u>	<u><b>\$ 332,351</b></u>

See notes to consolidated financial statements.

# CENTERPLATE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF OPERATIONS YEARS ENDED DECEMBER 30, 2008 AND JANUARY 1, 2008

	December 30, 2008	January 1, 2008
	(In thousands)	
Net sales	\$ 824,721	\$ 740,686
Cost of sales (excluding depreciation and amortization)	686,282	604,785
Selling, general and administrative	90,311	79,640
Depreciation and amortization	36,683	31,443
Transaction related expenses	-	1,660
Trademark impairment	5,223	-
Contract related losses	468	-
Operating income	<u>5,754</u>	<u>23,158</u>
Interest expense	32,366	28,505
Other income	<u>(352)</u>	<u>(1,841)</u>
Loss before income taxes	(26,260)	(3,506)
Income tax (expense) benefit	<u>(26,421)</u>	<u>1,628</u>
Net loss	<u>\$ (52,681)</u>	<u>\$ (1,878)</u>

See notes to consolidated financial statements.

success. The Chief Executive Officer, Executive Vice Presidents, Senior Vice Presidents and Vice Presidents of the Company are eligible to participate in the Plan

Awards under the Plan are based upon a participant's attainment of certain performance goals, which are generally measured over a three-year performance period. Target awards will be paid upon a participant's attainment of certain performance objectives with respect to the specified performance goals. Target awards are generally expressed as a percentage of the participant's total compensation in the final year of the applicable performance period. As of January 1, 2008, no awards were vested, accrued or granted under the Plan.

## 11. SUBSEQUENT EVENTS

On January 27, 2009, the Company completed the merger with KPLT, Inc. a wholly owned subsidiary of KPLT Holdings, Inc. ("Holdings"), an affiliate of Kohlberg & Company, L.L.C. The Company is continuing as the surviving corporation, a wholly-owned subsidiary of Kohlberg. The Merger was effected pursuant to an Agreement and Plan of Merger dated as of September 18, 2008, by and among Parent, the Company and Merger Sub, amended by the Amendment to the Agreement and Plan of Merger dated as of December 23, 2008.

In connection with the Merger:

- Each share of common stock of the Company, par value \$0.01 per share, was cancelled and converted into the right to receive \$0.01 in cash, without interest.
- Holders of approximately \$73 million of the outstanding principal amount of the subordinated notes representing approximately 61.2% of the \$119.6 million outstanding principal amount of the Notes, tendered their notes in exchange for \$32 million, plus accrued and deferred interest of \$1.8 million. All Notes not purchased in the transaction remain outstanding and entitle the holder to the rights specified in the Indenture.
- The Company repaid \$25 million of the term loan indebtedness and \$22.5 million of the revolving credit facility via cash contributed by Holdings.
- Fees and expenses of \$5.2 million incurred by the Company in connection with the Merger were paid with funds contributed by Holdings.
- \$32.2 million of cash was contributed by Holdings to the Company to provide additional liquidity.

Effective with the consummation of the Merger, the Company entered into an amended and restated Credit Agreement. Among other things, the restated Credit Agreement (a) extends the maturity date on the term loans to December 31, 2012 and of the revolving credit facility to April 2012, (b) increases the interest rate on the term loans and revolving loans, (c) adjusts the amortization schedule of the term loans, (d) increases the rate of excess cash flow that is subject to mandatory prepayment, (e) deletes the requirement to maintain certain collateral accounts, (f) requires the Company to obtain a debt rating from Moody's each year in respect of the credit facility, (g) adjusts the senior leverage ratio, total leverage ratio and interest coverage ratio requirements, (h) adds a new fixed charge coverage ratio requirement and (i) limits the amount of management fees that the Company can pay to Kohlberg. In connection with the restated and amended Credit Agreement, the Company agreed to pay to each Credit Agreement lender who consented to the restatement and amendment prior to the deadline specified in the restated and amended Credit Agreement a fee equal

to 2.5% of such lender's loans and commitments under the credit agreement. In connection with the restated Credit Agreement, the Company agreed that a failure to consummate the tender offer and the merger by February 28, 2009 would constitute an immediate event of default under the existing credit agreement, which would have resulted in the acceleration of all the Company's indebtedness outstanding.

On February 11, 2009, Centerplate announced the resignation of Janet L. Steinmayer, President and Chief Executive Officer of the Company. Janet's service as the Company's Chief Executive Officer ended February 17, 2009. In connection with her departure, Janet Steinmayer received severance under her employment agreement, which consists of one lump sum payment in the amount of \$1.4 million and a change in control payment of \$2.1 million for benefits under the 2007 Long Term Performance Plan which were earned and became fully vested as a result of the Kohlberg merger.

The Company's contract with the Washington Nationals was terminated on January 31, 2009. Centerplate signed a 5-year contract with the Washington Nationals in 2007. The Washington Nationals notified the Company of the termination in January of 2009. The Company received \$2.8 million on February 12, 2009 to settle the outstanding amounts owed to the Company by the client. The Company retired all of the assets related to this operation and recorded a loss on the contract of approximately \$82,000 in February of 2009.

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Centerplate, Inc.  
Stamford, Connecticut

We have audited the accompanying consolidated balance sheets of Centerplate, Inc. and subsidiaries (the "Company") as of January 2, 2007 and January 1, 2008, and the related consolidated statements of operations, stockholders' equity (deficiency) and comprehensive income (loss), and cash flows for each of the three years in the period ended January 1, 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Centerplate, Inc. and subsidiaries as of January 2, 2007 and January 1, 2008, and the results of their operations and their cash flows for each of the three years in the period ended January 1, 2008, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 2, the Company changed its method of accounting for uncertain tax positions to conform to the provisions of FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109*, effective January 3, 2007.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of January 1, 2008, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 17, 2008 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Charlotte, North Carolina  
March 17, 2008

**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**JANUARY 2, 2007 AND JANUARY 1, 2008**

January 2,     January 1,  
2007           2008  
(In thousands, except  
share data)

**ASSETS**

	January 2, 2007	January 1, 2008
<b>CURRENT ASSETS:</b>	<b>\$ 39,591</b>	<b>\$ 33,853</b>
Cash and cash equivalents .....	13,080	1,146
Restricted cash .....		
Accounts receivable, less allowance for doubtful accounts of \$1,013 and \$993 at January 2, 2007 and January 1, 2008, respectively .....	23,172	29,539
Inventories .....	19,347	23,300
Prepaid expenses and other .....	3,865	3,475
Deferred tax assets .....	3,139	4,204
<b>Total current assets .....</b>	<b><u>102,194</u></b>	<b><u>95,517</u></b>
<b>PROPERTY AND EQUIPMENT:</b>	<b>41,770</b>	<b>41,968</b>
Leasehold improvements .....	71,043	84,727
Merchandising equipment .....	17,350	18,116
Vehicles and other equipment .....	1,708	1,895
Construction in process .....	131,871	146,706
<b>Total .....</b>	<b><u>(81,187)</u></b>	<b><u>(94,720)</u></b>
Less accumulated depreciation and amortization .....	50,684	51,986
<b>Property and equipment, net .....</b>		
<b>OTHER LONG-TERM ASSETS:</b>	<b>79,209</b>	<b>85,183</b>
Contract rights, net .....	9,041	10,307
Restricted cash .....	41,142	41,142
Cost in excess of net assets acquired .....	12,930	10,361
Deferred financing costs, net .....	17,523	17,523
Trademarks .....	14,612	15,867
Deferred tax assets .....	5,035	4,465
Other .....	179,492	184,848
<b>Total other long-term assets .....</b>	<b><u>\$332,370</u></b>	<b><u>\$332,351</u></b>
<b>TOTAL ASSETS .....</b>		

See notes to consolidated financial statements.

**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS (Continued)**

	<u>January 2, 2007</u>	<u>January 1, 2008</u>
	(In thousands, except share data)	
<b>LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)</b>		
<b>CURRENT LIABILITIES:</b>		
Current portion of long-term debt . . . . .	\$ 1,075	\$ 1,075
Short-term borrowings . . . . .	15,000	29,500
Accounts payable . . . . .	21,710	24,367
Accrued salaries and vacations . . . . .	15,437	15,704
Liability for insurance . . . . .	4,975	4,847
Accrued taxes, including income taxes . . . . .	5,307	5,220
Accrued commissions and royalties . . . . .	23,458	24,608
Liability for derivatives . . . . .	1,251	311
Accrued interest . . . . .	1,020	1,037
Accrued dividends . . . . .	1,487	1,385
Advance deposits . . . . .	3,662	3,436
Other . . . . .	4,318	3,502
Total current liabilities . . . . .	98,700	114,992
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt . . . . .	209,789	223,334
Liability for insurance . . . . .	7,744	9,370
Other liabilities . . . . .	535	2,189
Total long-term liabilities . . . . .	218,068	234,893
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>COMMON STOCK WITH CONVERSION OPTION, PAR VALUE \$0.01, EXCHANGEABLE FOR SUBORDINATED DEBT, NET OF DISCOUNT . . . . .</b>		
	14,352	—
<b>STOCKHOLDERS' EQUITY (DEFICIENCY):</b>		
Common stock, \$0.01 par value — 100,000,000 shares authorized:		
18,463,995 shares without conversion option issued and outstanding at January 2, 2007; 39,995,147 shares without conversion option issued — 20,981,813 shares outstanding at January 1, 2008 . . . . .		
	185	400
21,531,152 shares with conversion option issued — 4,060,997 shares outstanding at January 2, 2007; 0 shares with conversion option issued and outstanding at January 1, 2008		
	215	—
None outstanding at January 1, 2008 . . . . .	218,331	218,331
Additional paid-in capital . . . . .	(97,282)	(117,375)
Accumulated deficit . . . . .	741	2,050
Accumulated other comprehensive income . . . . .		
Treasury stock — at cost (17,470,153 shares at January 2, 2007 and 19,013,332 shares at January 1, 2008) . . . . .	(120,940)	(120,940)
Total stockholders' equity (deficiency) . . . . .	1,250	(17,534)
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY) . . . . .</b>	<b>\$ 332,370</b>	<b>\$ 332,351</b>

See notes to consolidated financial statements.

**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**YEARS ENDED JANUARY 3, 2006, JANUARY 2, 2007, AND JANUARY 1, 2008**

	January 3, 2006	January 2, 2007	January 1, 2008
	(In thousands, except per share data)		
Net sales . . . . .	\$ 643,112	\$ 681,120	\$ 740,686
Cost of sales (excluding depreciation and amortization) . . . . .	519,395	554,752	604,785
Selling, general and administrative . . . . .	71,405	70,538	79,640
Depreciation and amortization . . . . .	29,255	28,854	31,443
Transaction related expenses . . . . .	1,006	700	1,660
Contract related losses . . . . .	369	358	—
Operating income . . . . .	21,682	25,918	23,158
Interest expense . . . . .	31,274	24,360	28,505
Other income . . . . .	(1,151)	(1,690)	(1,841)
Income (loss) before income taxes . . . . .	(8,441)	3,248	(3,506)
Income tax benefit . . . . .	(3,853)	(230)	(1,628)
Net income (loss) . . . . .	<u>\$ (4,588)</u>	<u>\$ 3,478</u>	<u>\$ (1,878)</u>
Basic and Diluted Net Income (Loss) per share with and without conversion option . . . . .	<u>\$ (0.20)</u>	<u>\$ 0.15</u>	<u>\$ (0.08)</u>
Weighted average shares outstanding with conversion option . . .	4,060,997	4,060,997	3,759,769
Weighted average shares outstanding without conversion option . . . . .	<u>18,463,995</u>	<u>18,463,995</u>	<u>18,650,756</u>
Total weighted average shares outstanding . . . . .	<u>22,524,992</u>	<u>22,524,992</u>	<u>22,410,525</u>
Dividends declared per share . . . . .	<u>\$ 0.79</u>	<u>\$ 0.79</u>	<u>\$ 0.79</u>

See notes to consolidated financial statements.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of  
Centerplate, Inc.  
Spartanburg, South Carolina

We have audited the accompanying consolidated balance sheets of Centerplate, Inc and subsidiaries (the "Company") as of January 3, 2006 and January 2, 2007, and the related consolidated statements of operations, stockholders' equity and comprehensive income (loss), and cash flows for each of the three years in the period ended January 2, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Centerplate, Inc. and subsidiaries as of January 3, 2006 and January 2, 2007, and the results of their operations and their cash flows for each of the three years in the period ended January 2, 2007, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of the Company's internal control over financial reporting as of January 2, 2007, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 19, 2007 expressed an unqualified opinion on management's assessment of the effectiveness of the Company's internal control over financial reporting and an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

March 19, 2007  
Charlotte, North Carolina

**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**JANUARY 3, 2006 AND JANUARY 2, 2007**

	<u>January 3, 2006</u>	<u>January 2, 2007</u>
	<u>(In thousands, except share data)</u>	
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 41,410	\$ 39,591
Restricted cash	—	13,080
Accounts receivable, less allowance for doubtful accounts of \$1,049 and \$1,013 at January 3, 2006 and January 2, 2007, respectively	23,459	23,172
Merchandise inventories	16,852	19,347
Prepaid expenses and other	3,141	3,865
Deferred tax assets	3,928	3,139
Total current assets	<u>88,790</u>	<u>102,194</u>
<b>PROPERTY AND EQUIPMENT</b>		
Leasehold improvements	41,969	41,770
Merchandising equipment	63,821	71,043
Vehicles and other equipment	16,493	17,350
Construction in process	218	1,708
Total	122,501	131,871
Less accumulated depreciation and amortization	<u>(72,776)</u>	<u>(81,187)</u>
Property and equipment, net	<u>49,725</u>	<u>50,684</u>
<b>OTHER LONG-TERM ASSETS</b>		
Contract rights, net	80,557	79,209
Restricted cash	8,616	9,041
Cost in excess of net assets acquired	41,142	41,142
Deferred financing costs, net	15,499	12,930
Trademarks	17,523	17,523
Deferred tax assets	13,116	14,612
Other	3,057	5,035
Total other long-term assets	<u>179,510</u>	<u>179,492</u>
<b>TOTAL ASSETS</b>	<u>\$ 318,025</u>	<u>\$ 332,370</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 1,075	\$ 1,075
Short-term borrowings	—	15,000
Accounts payable	16,814	21,710
Accrued salaries and vacations	13,263	15,437
Liability for insurance	6,689	4,975
Accrued taxes, including income taxes	4,205	5,307
Accrued commissions and royalties	15,838	23,458
Liability for derivatives	4,615	1,251
Accrued interest	988	1,020
Accrued dividends	1,487	1,487
Advance deposits	2,588	3,662
Other	3,260	4,318
Total current liabilities	<u>70,822</u>	<u>98,700</u>
<b>LONG-TERM LIABILITIES</b>		
Long-term debt	210,864	209,789
Liability for insurance	5,874	7,744
Other liabilities	510	535
Total long-term liabilities	<u>217,248</u>	<u>218,068</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
COMMON STOCK WITH CONVERSION OPTION, PAR VALUE \$0.01, EXCHANGEABLE FOR SUBORDINATED DEBT, NET OF DISCOUNT	14,352	14,352
<b>STOCKHOLDERS' EQUITY</b>		
Common stock, \$0.01 par value — authorized: 100,000,000 shares; issued: 18,463,995 shares without conversion option, outstanding	185	185
18,463,995 shares without conversion option		
issued 21,531,152 shares with conversion option, outstanding	215	215
4,060,997 shares with conversion option		
Additional paid-in capital	218,331	218,331
Accumulated deficit	(82,920)	(97,282)
Accumulated other comprehensive income	732	741
Treasury stock — at cost (17,470,153 shares)	<u>(120,940)</u>	<u>(120,940)</u>
Total stockholders' equity	<u>15,603</u>	<u>1,250</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<u>\$ 318,025</u>	<u>\$ 332,370</u>

See notes to consolidated financial statements.

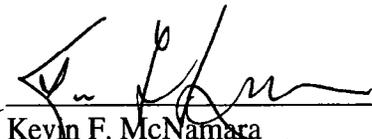
**CENTERPLATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**YEARS ENDED DECEMBER 28, 2004, JANUARY 3, 2006 AND JANUARY 2, 2007**

	December 28, 2004	January 3, 2006	January 2, 2007
	(In thousands, except per share data)		
Net sales . . . . .	\$ 607,154	\$ 643,112	\$ 681,120
Cost of sales (excluding depreciation and amortization) . . . . .	492,462	519,395	554,752
Selling, general and administrative . . . . .	61,540	71,405	70,538
Depreciation and amortization . . . . .	26,644	29,255	28,854
Transaction related expenses . . . . .	—	1,006	700
Contract related losses . . . . .	411	369	358
Operating income . . . . .	26,097	21,682	25,918
Interest expense . . . . .	25,010	31,274	24,360
Other income . . . . .	(266)	(1,151)	(1,690)
Income (loss) before income taxes . . . . .	1,353	(8,441)	3,248
Income tax benefit . . . . .	(967)	(3,853)	(230)
Net income (loss) . . . . .	2,320	(4,588)	3,478
Accretion of conversion option . . . . .	(317)	—	—
Net income (loss) available to common stock with or without the conversion option . . . . .	<u>\$ 2,003</u>	<u>\$ (4,588)</u>	<u>\$ 3,478</u>
Basic and Diluted Net Income (Loss) per share with conversion option . . . . .	<u>\$ 0.17</u>	<u>\$ (0.20)</u>	<u>\$ 0.15</u>
Basic and Diluted Net Income (Loss) per share without conversion option . . . . .	<u>\$ 0.09</u>	<u>\$ (0.20)</u>	<u>\$ 0.15</u>
Weighted average shares outstanding with conversion option . . . . .	4,060,997	4,060,997	4,060,997
Weighted average shares outstanding without conversion option . . . . .	18,463,995	18,463,995	18,463,995
Total weighted average shares outstanding . . . . .	<u>22,524,992</u>	<u>22,524,992</u>	<u>22,524,992</u>
Dividends declared per share . . . . .	<u>\$ 0.79</u>	<u>\$ 0.79</u>	<u>\$ 0.79</u>

See notes to consolidated financial statements.

## Source and Amount of Financing

All funds (capital investment and working capital) required by the project will be generated by internal sources or from revolving credit borrowings under Volume Services America Holdings, Inc. (d/b/a Centerplate) and subsidiaries \$77.5 million revolving credit facility with General Electric Antares, as Administrative Agent.



Kevin F. McNamara  
EVP, Chief Financial and Administrative  
Officer

6/24/09  
Date



Centerplate

## ACCOUNTING SYSTEMS AND REPORTS

In today's economic environment the latest technology is no longer a luxury, it's a necessity and a continuous commitment to research and implementation of new products and technological services.

Accordingly, we turned to our longstanding business partner, Quest Retail Technology to provide effective solutions at the Peoria Sports Complex. With specific regard to concession and subcontract sales "Quest" is the largest developer and manufacturer for Point of Sale Systems in Australia and has over 18,000 Versa Terms installed in 17 countries worldwide representing a diverse range of applications.

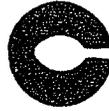
The Quest System is recognized for its ability to be functional and versatile. Currently, it will deliver solutions for inventory, cash management and accounting systems.

- Quest includes inventory management from receiving by purchase orders, warehouse to stand transfers and items sold by PLU.
- Quest has a full cash management system to track and record movement of cash from vault to stand to deposit
- Quest allows a great deal of flexibility to accept payment from other than cash (i.e. credit cards, coupons, travelers checks, checks, and manual entries).

We accompany our Quest accounting system with daily reports reflecting sales, commissionable sales and commission tiers for Concessions and Catering as well as indicating Subcontractor Sales. Details include per caps for each item as well as total net sales and total per caps. With respect to our subcontractors – information is listed by each sub contractor. Finally, the inclusive per cap is provided.

## REPORTS

The attached reports provide detail regarding summary statements as well as a consolidated report specific to total net sales.



**Centerplate**  
**Peoria Sports Complex**  
**Event Sales Report**

Date:	2/21/09	Total Attendance:	2,000
Event:	Fan Fest	Food & Beverage Per Cap:	\$ -
Day:	Saturday	Catering Per Cap:	\$ -
Time:	9:00 AM	Subcontractor Per Cap:	\$ -
Weather:	80	Total Per Cap:	\$ -

Revenue Category	Net Receipts	Less Payouts	Net Comm Sales	Commission Rate	Commission Amount
<b>Concessions</b>					
Spring Training	-		-	0 0%	-
Spring Training			-	0.0%	-
			-	0 0%	-
Family Four Pack	-		-	0 0%	-
Kid Zone Lunch & Snacks	-		-	0.0%	-
\$2 Dollar Hot Dog Special	-		-	0 0%	-
			-		-
Concessions	-		-	0 0%	-
Concessions			-	0 0%	-
Concessions			-	0 0%	-
Concessions			-	0 0%	-
			-		-
<b>Catering</b>					
Catering	-		-	0 0%	-
Catering - Red Hook Tent	-		-	0 0%	-
Catering - Third Base Tent	-		-	0 0%	-
					-
<b>Subcontractor Sales</b>					
	-		-	0 0%	-
<b>Grand Total</b>	-	-	-	#DIV/0!	-

Note The finalization of this report is subject to Corporate Office audit

**Event Details**  
**2/21/09**  
**Total Attendance: 2000**

		Total Net	% Sales	Per Cap
<b>Concessions:</b>	Liquor	-	#DIV/0!	\$ -
	Hot Dog/Sausage	-	#DIV/0!	\$ -
	Draft Beer	-	#DIV/0!	\$ -
	Soda	-	#DIV/0!	\$ -
	Coffee	-	#DIV/0!	\$ -
	Peanuts & Snacks	-	#DIV/0!	\$ -
	Ice Cream	-	#DIV/0!	\$ -
	Misc. Food	-	#DIV/0!	\$ -
	Popcorn	-	#DIV/0!	\$ -
	Hamburgers	-	#DIV/0!	\$ -
	French Fries	-	#DIV/0!	\$ -
	Pizza	-	#DIV/0!	\$ -
	Sandwiches	-	#DIV/0!	\$ -
	Wine	-	#DIV/0!	\$ -
	Nachos	-	#DIV/0!	\$ -
	Pretzels	-	#DIV/0!	\$ -
	Candy	-	#DIV/0!	\$ -
	Canned Soda	-	#DIV/0!	\$ -
	Bottled/Canned Beer	-	#DIV/0!	\$ -
	<b>Total Concession Sales:</b>	-	#DIV/0!	\$ -
<b>Catering:</b>	Catering Sales	-		\$ -
	<b>Total Net Sales:</b>	-		\$ -
		<b>Total Net</b>	<b>Net to CP</b>	
<b>Subcontractor Details:</b>	Angelo's - Left Field	-	-	#DIV/0! \$ -
	Angelo's - Right Field	-	-	#DIV/0! \$ -
	Arizona Nut Company	-	-	#DIV/0! \$ -
	B & J Concessions	-	-	#DIV/0! \$ -
	Sleek Greek	-	-	#DIV/0! \$ -
	Hol n' Jam	-	-	#DIV/0! \$ -
	Katie's Kettle Korn	-	-	#DIV/0! \$ -
	Katie's Brats	-	-	#DIV/0! \$ -
	Maui Wowi Center Field	-	-	#DIV/0! \$ -
	Maui Wowi Left Field	-	-	#DIV/0! \$ -
	West Coast Events	-	-	#DIV/0! \$ -
	Yogurt A Fair - 3rd Base	-	-	#DIV/0! \$ -
	Yogurt A Fair - Centerfield	-	-	#DIV/0! \$ -
	Yogurt A Fair - Kids Zone	-	-	#DIV/0! \$ -
	<b>Total Subcontractors:</b>	-	-	#DIV/0! \$ -
<b>Total Net Sales</b>		-		\$ -

## **OPERATING POLICIES**

Centerplate's employee handbook addresses the many topics identified by this question. Further, we include our updated training topics for consideration. We provide copies of this information in the attached CD. With respect to our managerial performance evaluations, we offer a copy of this document as an attachment.

As we are motivated to recognize the fine work our employees contribute to creating a great fan experience, Centerplate's Centers of Excellence teams are dedicating time and attention to enhance our employee recognition programs. We have recently rolled out an updated Employee of the Month and Year recognition program and additional programs are in development.

## **SALARY LEVELS**

Centerplate provides competitive salaries for our employees and a representative sampling of them is noted here:

- The General Manager's annual salary ranges from \$45-50K and includes participation in the Company's bonus program
- The Chef is an hourly employee at \$20 - \$24 per hour totaling approximately \$7000 for Spring Training based upon 60 hours per week for 5 weeks
- The Human Resources Supervisor is an hourly employee at \$16 - \$18 per hour totaling approximately \$5500 for Spring Training based upon 50 hours per week for 5 weeks.
- The Vault/Cash Room Supervisor is an hourly employee at \$16 - \$18 per hour totaling approximately \$5500 for Spring Training based upon 50 hours per week for 5 weeks.
- The Catering Supervisor is an hourly employee at \$16 - \$18 per hour totaling approximately \$3000 for Spring Training based upon 35 hours per week for 5 weeks.
- Our two Concessions Supervisors are hourly employees at \$15 - \$17 per hour, totaling approximately \$8,000 for Spring Training based upon 50 hrs per week for 5 weeks.



Centerplate

### 2008 Annual Performance Assessment

Note: All Fields are required

Employee #		Operation #	
Last Name		Operation Name	
First Name		Job Code:	
Hire Date		Job Title:	
Time in Position:		Assessor:	

Centerplate uses the Annual Performance Assessment and mid-year review process as a way to regularly review employees' performance in accordance with the Company's goals, objectives and policies. The review process combines measured criteria, self assessment, supervisor feedback and open dialogue to provide each and every eligible employee with a timely productive annual assessment and mid-year assessment of performance to stated goals.

Please use the following pages to evaluate the employee's work performance, scoring in accordance with the rating system provided and providing thoughtful comments where applicable

<p><b>Exemplary:</b> Performance consistently characterized by exceptional accomplishment. Regularly performs far above standard requirements. Has made a significant contribution.</p> <p><b>Exceeds Expectations:</b> Performance is characterized by consistent high achievement. Results and quality of work are well above expected requirements. Requires minimal direction and supervision.</p> <p><b>Meets Expectations:</b> Performance meets all requirements of position. Accomplishes established objectives and performance. Requires periodic direction and supervision.</p> <p><b>Below Expectations:</b> Periodically fails to meet expected job requirements. Performance is below standard. Areas of improvement are identifiable and correctable in limited time. Requires frequent direction and supervision. Performance action plan required.</p> <p><b>Unacceptable:</b> Consistently fails to meet expected requirements. Performance is at an unacceptable level. Requires excessive direction and supervision. Significant improvement required. Performance action plan required.</p>
--

**Results:**

Consistently meets or exceeds budgetary expectations. Assures financial projections, reports and controls are accurate, timely and complete.

**Quality:**

Proactively implements Company strategic initiatives, policies and standards. Ensures all services, products, design and overall customer experience are customized and "fresh." Steadfastly adheres to Company ethical and related policies, demonstrates honesty and integrity.

**Communication:**

Communicates the Company objectives of innovation and consistency throughout his/her team. Delivers timely, thorough and concise reports on attainment of goals and objectives. Proactively requests approval for deviation or adjustments to goals and objectives. Effectively reports necessary information in a timely, concise and organized manner.

**Management:**

Utilizes expertise from all levels of the Company resulting in highest quality and profitable deliverables. Proactively informs employees of goals and objectives and monitors performance. Mentors employees and creates succession plans. Maintains an open and active positive relationship with the client.

**OVERALL RATING:** (Please rate)

- Exemplary    Exceeds Expectations    Meets Expectations    Below Expectations    Unacceptable

**NARRATIVE REVIEW**      This space should be used to assess the employee's performance against the standards listed above.



[Empty rectangular box for notes or additional information]

**DEVELOPMENT PLAN**

**Set forth specific Performance Goals and Objectives for the next six months and year, consistent with the Company's strategic initiatives and goals. Specify expected individual growth and development objectives. Include specific business or management skills to be developed.**

[Large empty rectangular box for writing the Development Plan]

**Employee Signature**

**Print Name**

**Date**

**Supervisor Signature**

**Print Name**

**Date**



## CORPORATE OFFICERS

Individually, Centerplate's executives have logged countless hours and many years at every level of the food service and hospitality industries. Some have suited up as chefs and have the scars to prove it, nicked by sharp blades and licked by unruly flames. Some have managed bustling kitchens and catering operations, choreographing the work of hundreds of employees at a time, holding them to hectic paces while keeping chaos at bay. And some have launched companies and restaurants, managed budgets and holdings in the billions of dollars. Collectively, they employ their agility and creativity to achieve great results.

We are excited to introduce our corporate officers to you. Please meet...

### DES HAGUE • President and CEO



On February 11, 2009, Centerplate announced the election by Centerplate's Board of Directors of Desmond Hague to the position of President and Chief Executive Officer. Mr. Hague was most recently President of IHOP Restaurants, a division of DineEquity, Inc., the largest full-service restaurant company in the world. In addition, Mr. Hague has substantial food service operating experience including roles as President of the Food Service Division of Safeway, Inc, a nationwide grocer with 1,775 store locations across the United States and Canada, Chief Executive Officer of Hot Stuff Foods, a leading provider of turnkey food service solutions to convenience stores, and other management positions within 7-Eleven, Inc., Pizza Hut and Whitbread PLC.

### WILLIAM PETERSON • Executive Vice President, Operations



Bill served the NFL's European operation almost ten years—the last two as Managing Director and then President. And before coming to Centerplate as Executive Vice President he held that same title with Anshutz Entertainment Group in Los Angeles, driving its Sports Division, which manages everything from the David Beckham Academy to corporate-sponsored cycling, track and field, and tennis events. In these executive positions and others, he has managed: teams, hundreds of employees, construction projects, acquisitions, events, strategic planning, licensing... and the list could go on. As Centerplate's EVP of Operations, Bill, together with his colleagues, guides our operations to our fan's delight and our client's benefits.



**KEVIN MCNAMARA • Executive Vice President, Chief Financial Officer**



Kevin understands global business. His position as Centerplate's Executive Vice President and Chief Financial Officer follows his role as a finance executive with multinational Procter & Gamble, overseeing the corporation's \$5 billion Gillette unit. Before that, as Chief Financial Officer for Oral B's Latin American division, he also oversaw operations in Africa, the Middle East, and Eastern Europe. His tenure with Centerplate includes strategic sales growth, capital investment expenditures, acquisitions and the sale of Centerplate to Kohlberg & Company positioning us for continued growth and prosperity.

Supporting our field operations is:

**BRIAN HARTMAN • Vice President, Operations**

A seasoned hospitality industry veteran, Brian currently serves as Vice President of Operations for Centerplate in California and Arizona.

With 25+ years experience including union negotiations, construction project oversight, sales and marketing, management and employee training as well as client relations, Brian's skills and resources are of immediate value to his employees and the clients he serves. He will continue to guide our efforts in Peoria and will regularly interact with the Complex's leadership to ensure their deep satisfaction with our fan entertainment experience.

**Peoria Sports Complex  
Spring Training  
Financial Proposal**



June 25, 2009

Centerplate is pleased to present to the City of Peoria, Arizona (the "City") the following financial proposal for the extension of the concession services at Peoria Sports Complex (the "Complex") based on the terms and conditions outlined below.

**Term**

Four-year term ("Initial Term"), in addition, the Initial Term may be extended for an additional period of ten (10) years (the "Extension Option") upon the mutual agreement of both parties.

**Capital Investment**

Centerplate will invest up to \$850,000 (the "Investment") comprised of the following:

- Initial Investment of \$350,000 toward food service capital projects to enhance the existing foodservice operation at the Complex, scope and nature of these projects to be mutually agreed upon by both parties.
- Supplemental Investment of \$500,000 toward food service capital projects to enhance the existing foodservice operation at the Complex over the first two years of the Extension Option; scope and nature of these projects to be mutually agreed upon by both parties. \*

In addition, we also propose, subject to the mutual agreement of both parties, if the actual Initial Investment and Supplement Investment is less than the amount outlined after the conclusion of the first twelve months of the Initial Term and twenty four months of Extension Option, respectively, the remaining balance will be paid as a Cash Grant to the City.

The Initial Investment shall be amortized and/or depreciated based on a straight-line method over the Initial Term of the agreement. Supplemental Investment shall be amortized and/or depreciated based on a straight-line method over ten years from installation or deployment date, whichever is later. Investment would require industry standard buy-back provision in case of early termination. If the food and beverage services agreement expires or terminates for any reason whatsoever, with or without cause, prior to Centerplate's complete amortization of the Investment, the unamortized portion of the Investment will be reimbursed to Centerplate by the City or the successor concessionaire.

\* Contingent on the execution of the Extension Option.

**Commissions - Percentage of Gross Receipts**

Calculated on the increment and all tiers as shown are adjusted by CPI

<u>Category</u>	<u>From:</u>	<u>To:</u>	<u>Rent %</u>
<i>Spring Training Events</i>			
Concession Food and Beverage	Zero	\$ 750,000	40.0%
	\$ 750,001	\$1,500,000	45.0%
	\$1,500,001	and greater	48.0%
<i>Non-Spring Training Events</i>			
Concession Food and Beverage	Zero	\$ 150,000	22.0%
	\$ 150,001	\$ 300,000	24.0%
	\$ 300,001	\$ 350,000	26.0%
	\$ 350,001	and greater	28.0%
Catering			15.0%
Catering – Third Base			20.0%
Promotions Concessions (e.g. Kids Promotions, etc.)			10.0%
Vending			10.0%
Third party subcontractors [1]			75.0%
Concession "Branded Foods" [2]			

[1] - Commission percentage for the third party subcontractors is based on the amount received by Centerplate from its third party subcontractors

[2] Centerplate proposes the same percentage rent for branded foods as the rates for Concessions Food and Beverage, provided the commissions due to the City are decreased dollar for dollar for the royalty fee (typically at 5.0% to 6.0% of sales) associated with the branded food concepts

#### Utility Contribution

Centerplate shall make the following contribution:

- Utility Contribution (encompassing all utility usage and costs, e.g. water and gas, etc )  
*As a % of Gross Receipts* 0.25%

#### Capital Reserve Fund Contribution

Centerplate shall make the following contribution commencing with the Extension Option:

- Capital Repair and Maintenance Reserve Fund  
*As a % of Gross Receipts.* 1.25%

In order to maximize the fan experience at the Complex, we believe ongoing improvements of food and beverage capital projects is prudent; scope and nature of the projects to be mutually agreed by both parties

#### Qualifications

- The above terms are based on having the San Diego Padres and the Seattle Mariners as the anchor tenants playing no less than 28 home games per year.
- The above commissions for the food and beverage services shall be paid as a percentage of Gross Receipts (total revenues less sales or other taxes, gratuities and service charges, employee meals and reduced or at cost items) Gross Receipts will include the amount received by Centerplate from third party subcontractors and not the gross receipts generated by the subcontractors.
- Supplement Investment shall be payable contingent on the execution of the Extension Option.
- Subject to re-negotiation should Centerplate be unable to sell alcoholic beverages.
- The foregoing proposal shall not constitute a binding obligation of Centerplate until (i) Centerplate and the City have negotiated and executed a definitive agreement (ii) the Board of Directors of Centerplate has approved the foregoing, without regard to good faith or any other standard.

## C · OPERATIONS PLAN

The Peoria Sports Complex has been a leader in providing Spring Training experiences for Major League Baseball fans since 1994. As the first spring training and player development facility in the country shared by two teams, the Peoria Sports Complex is fully committed to fan participation and has created a fan experience that receives rave reviews. As a partner at the Peoria Sports Complex, Centerplate has worked diligently to craft and deliver extraordinary entertainment experiences for fans attending Spring Training.

We share this same focus across all of our Major and Minor League accounts. Centerplate currently serves our partner, the Seattle Mariners at Safeco Park. We also provide services at AT&T Park in San Francisco, Tropicana Field in Tampa Bay, PGE Park in Portland, Principal Park in Des Moines as well as for the Sacramento River Cats, Louisville Bats and Omaha Royals to name a few.

We understand that the defining characteristic of the Peoria Sports Complex is the delivery of an extraordinary guest experience. Our partnership has brought many new and innovative concepts to the food and beverage operation, such as:

- Stand facelifts – new awnings and painting of stands to enhance overall look
- Added point of sale system (Quest) to speed service
- Removed screens from concessions stands to eliminate barriers between guests and service
- Reinforced venue positioning with complementary staff uniforms
- Added vending operations to provide fan favorites without leaving their seats (cotton candy, churros, lemonade, snow cones, kettle corn, Cracker Jacks\*)
- Standardized subcontractor marketing fees to the facility thus increasing dollars to the Peoria Sports Complex
- Added vending machines for guest's convenience during small events
- Introduced upscale menu with carved items and freshly prepared items in the Right Field Pavilion
- Created new signage for sub-contractors that is consistent with the Stadium's design
- Provided front line training for staff and non-profit groups
- Media meals and team meals were relocated to Club Patio to improve their dining experience (see letter from Tim Hevly, Seattle Mariners)
- Hosted the 2008 Cactus League Breakfast to much acclaim

All of this has been accomplished with the combined efforts and talent of our local full-time General Manager, Josh Attix, along with regional support from Steve Trotter and his team.

### REGIONAL SUPPORT

Steve has worked in contract food service within Sports and Entertainment for over 20 years. Prior to moving to Phoenix in 2005, Steve was Centerplate's General Manager at the Louisiana Super Dome and New Orleans Arena. He has worked in MLB, CFC and NBA accounts throughout his impressive career.

Steve's team includes award winning Regional Executive Chef, Sean Kavanaugh, who has won praise for the 'Best On Premise Catered Event' from the Arizona chapter of International Special Events Society, as well as 'Best Catering Company'. Sean has been recognized for Culinary Innovation by Centerplate at their national meeting. In addition to a stint with the Ritz Carlton for many years, Sean has opened every major league sports venue in Phoenix and Glendale.

Judy Moline, Assistant General Manager, is another seasoned veteran with over 20 years experience in Sports and Entertainment. Judy was GM at Turner Field in Atlanta as well as Catering Manager for the 1996 Summer Olympics before moving to Phoenix. She has won awards for Innovation and Customer Service for her work in creating online ordering programs and customer focus services.

Additional regional support is provided by:

- o Amie Dignan who has worked in catering sales in Phoenix for twelve years. Her contacts and sales acumen have been invaluable in marketing programs for Spring Training games.
- o Mike Stevenson's concessions knowledge and experience in warehouse management has been pivotal in proper stocking of stands and stand production.
- o Denise Dewald worked for 18 years at Sun Devil Stadium in Tempe as Catering Manager and provides valuable expertise in overseeing catering events.
- o Carl Edrington, Controller, held similar positions at Busch Entertainment Corporation, Chase Field and US Airways Arena and offers accounting and controls guidance.
- o Robert Valdez, Premium Services Manager, gives 20 years of experience in suites, catering and special events.
- o Jody Coleman is the consummate Human Resources professional who opened Jobing.com Arena and University of Phoenix Stadium by recruiting, hiring and training thousands of new employees.

The regional support staff complements Centerplate's on site team which Josh Attix leads. Rick Elmer, Paula Stevenson, Jessica Zukewycz, Marie Crain and Ahmdie Roxas have all been trained and developed through practical exercise and real world experiences. Their breadth of experience is enviable.

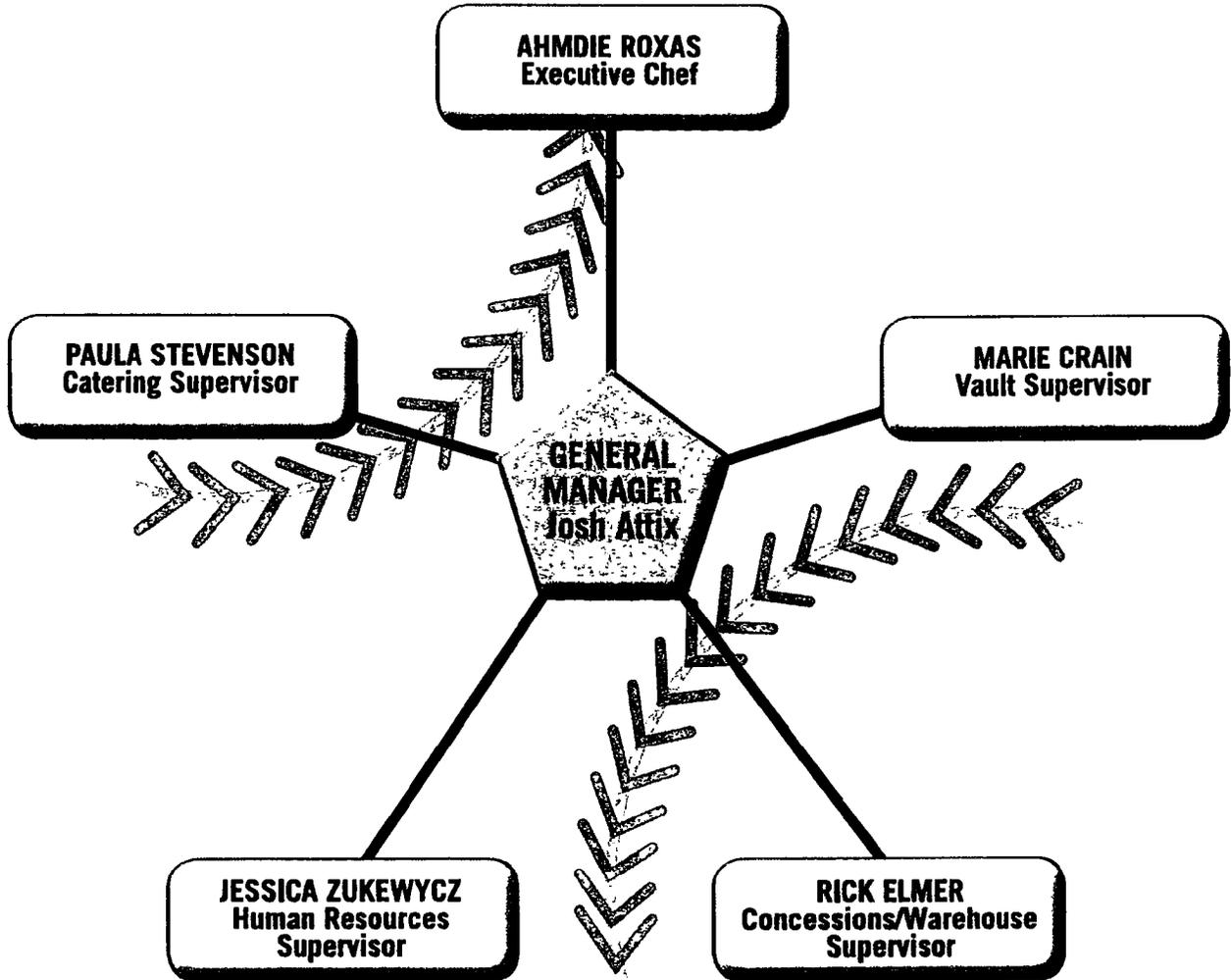
- o Josh Attix has been at the helm of our PSC operations since 2007 and has capably increased revenues, fan satisfaction and employee morale.
- o Rick Elmer has been Lead Concessions Supervisor at University of Phoenix Stadium and Concessions Supervisor at Peoria Sports Complex for two seasons.
- o Paula Stevenson is Loft Catering Administrator and Supervisor at University of Phoenix Stadium and Catering Supervisor at Peoria Sports Complex.
- o Jessica Zukewycz is Staffing Coordinator and HR Administrator at both facilities.
- o Marie Crain is Vault Supervisor at both facilities.
- o Ahmdie Roxas is Executive Sous Chef at University of Phoenix Stadium and Executive Chef at Peoria Sports Complex.

Corporate resources supporting their efforts include our Vice President and Western Area Controller, Marsha Graber, who is a 25-year industry professional with current responsibilities for financial controls and accuracy of reporting for 45 accounts in the Western Area with annual revenues of over \$250 million.

Marsha is a veteran of numerous high volume events such as four Super Bowls (the most recent was Super Bowl XLII in Phoenix), the Vancouver Grand Prix, Rose Bowl and NFL Pro Bowl. She has worked with many MLB operations (AT&T-SF Giants, Safeco Field-Seattle Mariners) and understands what it takes to set up controls and procedures from the ground up to ensure accurate and reliable final financial results.

This team is fully capable of successfully executing the operational plan (as they have during their many seasons). Their collegial and disciplined approach taken to all of their tasks ensures success. Please find attached our organizational chart and pertinent management resumes.

# PEORIA SPORTS COMPLEX



## JOSHUA ATTIX

### SUMMARY OF QUALIFICATIONS

Innovative food service leader with business experience ranging from start up operations to turn around of established businesses. Multi-disciplined professional who, through a collaborative team approach meets sales and profitability goals while exceeding customer satisfaction and creating client trust.

Expertise includes:

- Systems Development
- Client/Guest Relations
- Event Planning/Management
- Cost Containment Strategy
- Project Management
- Leadership Development
- Innovative IT Solutions
- Inventory/Warehouse Controls

### PROFESSIONAL EXPERIENCE

#### **Volume Services America dba Centerplate · 2007 to present**

##### ***General Manager – Peoria Sports Complex, Peoria, AZ***

Provides overall planning, direction and control for all food and beverage operations which includes 7 concessions stands, 6 food portables, 13 sub-contractors at multiple locations, 6 portable bars, a 100 seat catering area, 400 seat catering area, two 60 seat catering areas plus press operations; Regained positive client relationship; Establishing new direction for concessions operations with new concepts, new menu and providing upscale focus of catering events.

- Improved Cost of Goods by 4% through monitoring portion control, by negotiating lower prices with vendors and containing spoilage
- Lowered Labor Costs by 8% by restructuring the NPO program commissions, aligning POS with event size and cross training staff to eliminate number of hourly employees
- Eliminated all temporary staff; down from \$62,000 spent in prior year
- Increased EBITA by \$65,000 or 72% from the previous year
- Was voted ‘Best and Most Variety Food’ for ballpark food in Arizona Today.
- Introduced a lounge area that served a three course meal to press and team management.
- Brought local business and beer distributor into stadium who contributed \$8,000 in marketing revenue for the client.
- Increased catering sales by 90% by introducing a new menu with higher price points and marketing to local businesses’ and groups.
- Restructured catering to utilize Regional Catering Sales Manager
- Incorporated local food products into menu items and new concepts
- Created a better fan perception by updating concession stands, menu boards and uniforms.
- Introduced Ezplanit to facility for catering and creating invoices for AR
- Quest administrator and utilized it to full capacity
- Increased credit card sales by 42% with installation of Quest POS offering a first in the Cactus League opportunity for credits card at each POS
- Implemented changes that resulted in highest client satisfaction ever

**Volume Services America dba Centerplate · 2008, 2009**

***Acting General Manager – PGE Park in Portland, OR***

Interim four month responsibility for all food and beverage operations including 7 concessions stands, 24 suites, 6 field suites and 3 catering areas totaling \$5 million annually.

- Rebuilt client relationship.
- Reduced labor by creating a tier system for staffing.
- Restructured Non-profit organization commissions.
- Initiated Quest system set-up and monitored training of staff on POS
- Improved Cost of Goods through yield analysis for draft beer
- Designed and developed special catering event for 3000

**Volume Services America dba Centerplate · 2007**

***Manager in Training Program – University of Phoenix Stadium, Glendale, AZ***

Participated in structured and supervised program of all operations at UofP Stadium including Catering, Suites, Culinary, Warehouse, Concessions and Finance. Progress monitored and measured by GM and AGM.

**Volume Services America dba Centerplate · 2006 to 2007**

***Full Time Supervisor – University of Phoenix Stadium, Glendale, AZ***

Provided planning, direction and control for all food and beverage operations on 400 level; Directed five supervisors with staff of 400 employees including non-profit groups; Successfully managed operation with average attendance of 63,000; Solely designed, planned and executed procedures for 10 trade shows; Established and effectively maintained client relations and customer satisfaction.

- Created stadium food map identifying all food and beverage locations
- Developed concessions training manual for food production, opening/closing procedures and for point of sale program.
- Responsible for formatting staffing levels, food production and operations for ten floor shows
- Supervised catering events
- Identified as valued contributor during 2006 opening of Cardinals Stadium
- Recognized leadership abilities through proven accomplishments

**Volume Services America dba Centerplate · 1996 to 2006**

***Manager – Wilmington Blue Rocks, Wilmington, DE***

Worked as Stand worker and Vendor initially then increased responsibility to include catering and concessions; trained NPO Groups, placed orders for product, received product, conducted inventory and maintained correct inventory levels.

Supported Camden River Sharks (minor league baseball team) as out of town support to assist with operations.

**EDUCATION AND PROFESSIONAL ACHIEVEMENTS**

University of Delaware, Visual Communications, Bachelor of Arts, 2003

Wilmington College, post graduate studies, Education, 2005

ServSafe certification, 2007

TIPS Trainer, 2007

## AHMDIE ROXAS

### SUMMARY OF QUALIFICATIONS

Experienced culinary professional with wide range of business experience. Talented chef who meets sales and profitability goals while exceeding customer satisfaction and creating client trust. Expertise includes:

- Systems Development
- Client/Guest Relations
- Event Planning/Management
- Cost Containment Strategy
- Project Management
- Inventory/Warehouse Controls

### PROFESSIONAL EXPERIENCE

**Volume Services America dba Centerplate · 2006 to present**

*Executive Sous Chef – University of Phoenix Stadium, Glendale, AZ*

Opened 63,000 seat stadium with 88 lofts, 3 party suites and 6,000 seat club level generating \$1 million in food and beverage revenue per game

**Volume Services America dba Centerplate · 2007 to present**

*Executive Chef – Peoria Sports Complex, Peoria, AZ*

Provides planning, ordering and control for all event concessions and catering food operations; responsible for recruiting, hiring, training and staffing culinary operations; oversees daily and event culinary operations

**Aramark · 1998 to 2006**

*Executive Chef - Discover Card Financial, Phoenix, AZ*

Responsible for business account feeding 700 staff on daily basis; Created menus; Hired and managed staff; Ordered product; Oversaw production, Inventory control and Food Cost

**Executive Sous Chef - Phoenix Convention Center**

*University of Wisconsin, Madison · 1995 to 1998*

*Executive Chef*

Planned, produced and executed 35,000 student meals per day including 20% special dietary plus meals for University faculty in 17 facilities

**John Q Hammons Hotel, Convention Centers and Restaurants · 1980 to 1995**

*Executive Sous Chef - Denver, CO*

Executive Chef – Opened new properties throughout United States; spent 3-6 months at each new property and then moved on to next property

### EDUCATION AND PROFESSIONAL ACHIEVEMENTS

Geneva Culinary School, Geneva, Switzerland

HACCP certification, 2006

ServSafe certification, 2006

Awarded, “Best On Premises Caterer” for 2006 and 2007 Arizona Event Industry Award by International Special Events Society

## RICK ELMER

### SUMMARY OF QUALIFICATIONS

Innovative food service leader with business experience ranging from start up operations to turn around of established businesses. Multi-disciplined professional who, through a collaborative team approach meets sales and profitability goals while exceeding customer satisfaction and creating client trust.

Expertise includes:

- Systems Development
- Client/Guest Relations
- Event Planning/Management
- Cost Containment Strategy
- Project Management
- Leadership Development
- Inventory/Warehouse Controls

### PROFESSIONAL EXPERIENCE

#### **Volume Services America dba Centerplate · 2007 to present**

##### **Lead Supervisor – University of Phoenix Stadium, Glendale, AZ**

Provides planning, direction and control for all event concessions food and beverage operations for stadium NFL events; Positive client relationship; Direct and sole responsibility for trade show and conventions. Provides Point of Sale training for all concessions staff

#### **Volume Services America dba Centerplate · 2007 to present**

##### **Concessions Manager/Acting General Manager – Peoria Sports Complex, Peoria, AZ**

Provides planning, direction and control for all event concessions food and beverage operations; responsible for recruiting, hiring, training and staffing; oversees daily and event operations

#### **Volume Services America dba Centerplate · 2006 to 2007**

##### **Full Time Supervisor – University of Phoenix Stadium, Glendale, AZ**

Provided planning, direction and control for all food and beverage operations on 400 level; Directed five supervisors with staff of 400 employees including non-profit groups; Successfully managed operation with average attendance of 63,000; Solely designed, planned and executed procedures for 10 trade shows; Established and effectively maintained client relations and customer satisfaction.

- Created stadium food map identifying all food and beverage locations
- Developed concessions training manual for food production, opening/closing procedures and for point of sale program.
- Responsible for formatting staffing levels, food production and operations for ten floor shows
- Supervised catering events
- Identified as valued contributor during 2006 Opening of Cardinal's Stadium
- Recognized leadership abilities through proven accomplishments

#### **Aramark · 2005 to 2006**

##### **Stand Manager/Supervisor - Jobing.com**

Supervised and managed four stands on main concourse for 75 events yearly; Responsible for staffing, training, ordering product and non-chargeables, preparation, serving and customer focus for non-profit group (Arizona Pilots Baseball Club)

**EDUCATION AND PROFESSIONAL ACHIEVEMENTS**

Mercer County Community College, Plumbing Engineer Degree

Cal Ripken Coaches Course

NHFS, completed 2008

ServSafe certification, 2006

TIPS Trainer, 2005

TEAM Training, 2006

## PAULA STEVENSON

### SUMMARY OF QUALIFICATIONS

Professional food service manager with wide range of experience in customer service and client relationships in high volume accounts. Expertise includes:

- Event Management
- Training and Development
- Communication Skills
- Customer Service

### PROFESSIONAL EXPERIENCE

#### Volume Services America dba Centerplate · 2006 to present

##### *Loft Administrator – University of Phoenix Stadium, Glendale, AZ*

- Coordinate and direct all aspects of loft operation including direct customer contact,
- Audit pre-event orders for accuracy, overseeing loft set-up,
- Opening and closing inventories
- Reconciliation of final invoice for client.
- Responsible for assuring ultimate guest satisfaction.
- Liaison between loft owner, guests and Stadium management.

#### Volume Services America dba Centerplate · 2008 to present

##### *Catering Supervisor – Peoria Sports Complex, Peoria, AZ*

- Coordinate and direct all aspects of catering operation including direct customer contact
- Audit pre-event orders for accuracy and coordinate with sales staff, service staff and culinary staff to insure completeness
- Liaison between guest and Centerplate

#### Volume Services America dba Centerplate · 2002 to 2006

##### *Operations Supervisor – Palace Sports & Entertainment, Auburn Hills, MI*

- Conducted monthly inventory of merchandise resulting in a completed cost of sales report
- Performed alcohol compliance training and Board of Health training
- Completed nightly inventory to cash reconciliations in excess of \$100,000
- Performed multiple employee training seminars to decrease turnover and increase employee productivity

#### Volume Services America dba Centerplate · 1999 to 2002

##### *Director of Personnel – Palace Sports & Entertainment, Auburn Hills, MI*

- Created centralized Human Resources department for multi-unit operation
- Administered staffing, payroll, benefits, attendance and counseling functions
- Recruited, trained and staffed in excess of 300 employees
- Authored and published three training and recruiting manuals

#### Volume Services America dba Centerplate · 1998 to 1999

##### *Civic Group Coordinator – Palace Sports & Entertainment, Auburn Hills, MI*

- Recruited, interfaced and trained over 2000 non-profit volunteers
- Maintained staffing levels at three separate operations for over 300 events annually.
- Directed VIP In-Seat service operation with sales of \$15,000 daily



**EDUCATION AND PROFESSIONAL ACHIEVEMENTS**

Oakland Community College, Auburn Hills, Michigan - AA  
ServSafe certification  
TIPS Trainer  
TEAM certification

## JESSICA ZUKEWYCZ

### SUMMARY OF QUALIFICATIONS

Professional with wide range of experience in customer service and client relationships in high volume accounts.

Expertise includes:

- Information Technology
- Training and Development
- Communication Skills
- Customer Service

### PROFESSIONAL EXPERIENCE

**Volume Services America dba Centerplate · 2008 to present**

*Staffing Coordinator – University of Phoenix Stadium, Glendale, AZ*

- Recruit and train new employees and non-profit volunteers
- Staff events from small consumer shows to 63,000 attendance for NFL games
- Maintain employee files and non-profit files
- Complete payroll for all employees
- Liaison between staff and management for payroll issues

**Volume Services America dba Centerplate · 2007 to 2008**

*Administrative Assistant – University of Phoenix Stadium, Glendale, AZ*

- Perform all front desk duties including fielding calls and guests
- Order and maintain office supplies inventory
- Maintained office files for concessions, premium services and administration operations
- Created spreadsheets detailing statistics pertinent to internal operations

**Volume Services America dba Centerplate · 2008 to present**

*Staffing Coordinator – Peoria Sports Complex, Peoria, AZ*

- Recruit and train new employees and non-profit volunteers
- Staff events for all Spring Training games and other events
- Maintain employee files and non-profit files
- Complete payroll for all employees
- Liaison between staff and management for payroll issues

**El Paso BBQ Company · 2000 to 2006**

*Restaurant Manager – Glendale, Arizona*

- Recruited, trained and staffed in excess of 200 employees
- Completed opening and closing inventories for all food and beverage
- Accomplished accounting functions including Accounts Payable, Accounts Receivable and Profit and Loss Statements
- Responsible for customer and guest satisfaction and experience

### EDUCATION AND PROFESSIONAL ACHIEVEMENTS

Glendale Community College, Glendale, Arizona, AA, 2006

Western International University, Peoria, AZ, BS – Human Resources, 2009

TIPS certification

TEAM Trainer



## TANYA MARIE CRAIN

### SUMMARY OF QUALIFICATIONS

Professional with wide range of experience in customer service and client relationships in high volume accounts.

Expertise includes:

- Information Technology
- Forensic Accounting
- Communication Skills
- Customer Service

### PROFESSIONAL EXPERIENCE

#### **Volume Services America dba Centerplate · 2006 to present**

*Vault Supervisor – University of Phoenix Stadium, Glendale, AZ*

- Oversee vault tellers to ensure proper cash handling procedures
- Monitor and proactively identify problems with stand paperwork
- Observe and correct improper cash handling procedures
- Create banks for events from small consumer shows to 63,000 attendance for NFL games
- Complete and run reports from POS (Quest)
- Monitor vault balances
- Provide Head Cashier training to all hourly employees and non-profit groups
- Liaison between staff and management for vault issues

#### **Volume Services America dba Centerplate · 2008 to present**

*Vault Supervisor – Peoria Sports Complex, Peoria, AZ*

- Oversee vault tellers to ensure proper cash handling procedures
- Monitor and proactively identify problems with stand paperwork
- Observe and correct improper cash handling procedures
- Create banks for all Spring Training Games and other events
- Complete and run reports from POS (Quest)
- Monitor vault balances
- Provide Head Cashier training to all hourly employees and non-profit groups
- Liaison between staff and management for vault issues

#### **Arch Wireless · 2001 to 2002**

National Account Support Specialist – Phoenix, Arizona

- Responsible for customer and guest satisfaction and experience
- Proactively identified problems and created solutions to resolve accounts
- Monitored account pricing and compared with industry competition
- Established same business day return call response
- Conducted bi-monthly calls with customers
- Addressed all escalated issues to eliminate customer problems
- Maintained accurate and complete filing system for all assigned National accounts
- Created, process and monitored monthly invoices.
- Handled all billing questions



**EDUCATION AND PROFESSIONAL ACHIEVEMENTS**

Cortez High School – Phoenix, Arizona  
Member of C. O. E. Program  
TEAM certification

## **KITCHEN FACILITY AND COUNTER INTERACTION PROPOSED**

We propose reengineering the concession stands with new equipment to enhance the menus that are offered:

- Right Field Pavilion to increase electric outage, build a permanent fixture that would include refrigeration, freezer, gas grill, fryer, beer taps.
- Left Field to create a permanent deck like the Red Hook Deck in right field, but also include an area for catering storage, electric, minor kitchen equipment.
- A new bar in left center field that would include electric, 12 beer tap handles with refrigeration, three sided bar with stools and awning with built in misters.
- New beer portables with refrigerated keg storage underneath. These portables could be wrapped with sponsorship logos for marketing dollars.
- 2 Hot dog carts and or Baja Fish Taco Carts. These portables could be wrapped with sponsorship logos for marketing dollars.

## **MENU CONCEPTS**

The menus and food service environments in and around the Stadium have an enormous impact on the overall experience of each and every fan (regardless of seating levels).

We have analyzed each area to provide you with menus that will meet and exceed fan expectations and enhance the overall entertainment experience.

Our plan is to provide:

- Concessions menus that deliver quality, taste and variety without sacrificing speed, and speed without sacrificing quality, taste and variety. We believe it is our obligation to add spice and excitement, introduce new flavors and preparations, and treat fans to a few things they don't expect at quick-serve stadium stands—right along with everything they've come to expect and love from them.
- Our concessions feature a combination of local brands, authentic fan favorites and specialty items created by Centerplate.
- Our proposed catering menus and pricing follows our concession menus.

Please enjoy....

# PRICING · LOCATION MENUS 2009

## TASTE OF THE CACTUS LEAGUE

MENU ITEM	PRICE	PORTION SIZE
Lg. Micro Beer	\$6.75	20 oz
Souv. Micro Beer	\$8.50	24 oz
Reg. Draft Beer	\$5.25	16 oz
Souv. Draft Beer	\$7.00	24 oz
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz
Lg. Soda	\$5.00	32 oz
Gatorade	\$3.75	20 oz
Water	\$3.25	20 oz
Coffee	\$2.25	20 oz
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
French Fries/Garlic	\$3.25	9 oz
Hamburger / Cheese	\$5.00	2/1 burger
Ruthian Dog	\$6.00	2/1 hot dog
Seattle Mariners		
Salmon Caesar Salad	\$7.75	4 oz Salmon, 4 oz lettuce
San Diego Padres		
Baja Fish Tacos	\$7.00	2 – 1 oz fish tacos
Arizona Diamond Backs		
SW Grilled Pork Sand	\$7.00	5 oz on ciabatta bun
Chicago Cubs		
Chicago Style Hot Dog	\$4.50	5/1 hot dog
Chicago White		
Sox Windy City Sliders	\$6.50	3 – 1.6 sliders

Colorado Rockies Rocky Mtn. Oysters or Buffalo Brats	\$4.50	5/1 Bratwurst
Los Angeles Angels Cali Chicken Sand	\$7.00	5 oz on ciabatta bun
San Francisco Giants Portobello Sand	\$7.00	5 oz on ciabatta bun
Oakland A's Saag's Sausage	\$5.75	5/1 sausage
Milwaukee Brewers Miller Braised Brat	\$5.75	5/1 bratwurst
Texas Rangers Grilled Steak Sand	\$7.00	5 oz on ciabatta bun
Kansas City Royals BBQ Bacon Burger	\$6.50	8 oz on ciabatta bun
Dodger Dog Cincinnati Red Skyline Chili	\$4.50	5/1 hot dog

## FIRST BASE/PEORIA PIZZERIA & BASE HITS

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Souv. Micro Beer	\$8.50	24 oz
Reg. Draft Beer	\$5.25	16 oz
Souv. Draft Beer	\$7.00	24 oz
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz
Lg. Soda	\$5.00	32 oz
Gatorade	\$3.75	20 oz
Water	\$3.25	20 oz
Coffee	\$2.25	20 oz
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Ruthian Dog	\$6.00	2/1
Value Meal	\$5.00	5/1 hot dog, 16oz soda, 1oz chips
Personal Pizza	\$6.00	8" personal

**THIRD BASE HITS/CACTUS CANTINA**

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz
Souv. Micro Beer	\$8.50	24 oz
Reg. Draft Beer	\$5.25	16 oz
Souv. Draft Beer	\$7.00	24 oz souvenir cup
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz Pepsi cup
Lg. Soda	\$5.00	32 oz souvenir cup
Gatorade	\$3.75	20 oz
Water	\$3.25	16.9 oz
Coffee	\$2.25	20 oz coffee cup
Candy	\$2.25	3.14 oz
Ice Cream Malt Cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75 oz
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese Cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Ruthian Dog	\$6.00	2/1
Value Meal	\$5.00	5/1 hot dog, 16 oz soda, 1oz chips

**RIGHT FIELD/BASE HITS**

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Reg. Draft Beer	\$5.25	16 oz CP cup
Souv. Draft Beer	\$7.00	24 oz souvenir cup
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz Pepsi cup
Lg. Soda	\$5.00	32 oz souvenir cup
Gatorade	\$3.75	20 oz
Arizona Ice Tea	\$4.00	20 oz
Water	\$3.25	16.9 oz
Coffee	\$2.25	20 oz coffee cup
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sm. Peanuts	\$2.75	3 oz
Sunflower Seeds	\$2.25	1.75 oz
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Value Meal	\$5.00	5/1 hot dog, 16 oz soda, 1 oz chips
Cheeze Itz	\$1.50	Cheeze Itz
Fruit Roll Ups	\$1.50	Fruit Roll Ups
Rice Krispies	\$1.50	Rice Krispies
Smuckers PB&J	\$1.50	Smuckers PB&J



## LEFT FIELD/BASE HITS

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Reg. Draft Beer	\$5.25	16 oz CP cup
Souv. Draft Beer	\$7.00	24 oz souvenir cup
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz Pepsi cup
Lg. Soda	\$5.00	32 oz souvenir cup
Gatorade	\$3.75	20 oz
Arizona Ice Tea	\$4.00	20 oz
Water	\$3.25	16.9 oz
Coffee	\$2.25	20 oz coffee cup
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75 oz
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Value Meal	\$5.00	5/1 hot dog, 16 oz soda, 1oz chips

## CENTER FIELD

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Reg. Draft Beer	\$5.25	16 oz CP cup
Souv. Draft Beer	\$7.00	24 oz souvenir cup
O'Doul's	\$4.00	12 oz
Sm. Soda	\$3.25	16 oz Pepsi cup
Lg. Soda	\$5.00	32 oz souvenir cup
Gatorade	\$3.75	20 oz
Arizona Ice Tea	\$4.00	20 oz
Water	\$3.25	16.9 oz
Coffee	\$2.25	20 oz coffee cup
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75 oz
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Value Meal	\$5.00	5/1 hot dog, 16 oz soda, 1 oz chips

## CLUB LEVEL CONCESSIONS

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Reg. Draft Beer	\$5.25	16 oz CP cup
Souv. Draft Beer	\$7.00	24 oz souvenir cup
Sm. Soda	\$3.25	16 oz Pepsi cup
Lg. Soda	\$5.00	32 oz souvenir cup
Gatorade	\$3.75	20 oz
Arizona Ice Tea	\$4.00	20 oz
Water	\$3.25	16.9 oz
Coffee	\$2.25	20 oz coffee cup
Candy	\$2.25	3.14 oz
Ice Cream Malt cup	\$3.25	12 oz
MM Frozen Lemonade	\$4.00	12 oz
MM Frozen Strawberry	\$4.00	12 oz
Peanuts	\$4.50	6 oz
Sunflower Seeds	\$2.25	1.75 oz
Popcorn	\$2.75	64 oz tub
Pretzel	\$3.50	5.5 oz
Cheese cup	\$1.00	2 oz
Nacho	\$5.00	4 oz chips, 5 oz cheese
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Hamburger / Cheese	\$5.00	2/1
O'Doul's	\$4.00	O'Doul's
Mikes Cranberry	\$6.50	16 oz
Wine	\$5.00	9 oz wine cup
Cocktail	\$6.00	10 oz cocktail cup
Cocktail Can	\$7.00	12oz
Margarita	\$6.50	20 oz green CP cup

## RANDY JONES BBQ

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Bottled Soda	\$4.00	20 oz
Gatorade	\$3.75	20 oz
Water	\$3.25	16.9 oz
Domestic Bottled Beer	\$6.00	16 oz
O'Doul's	\$4.00	12 oz
Mikes Cranberry	\$6.50	16 oz
Room Service Cheese Burger Sliders, 2 Sides, Roll	\$6.75	2 sliders-1 oz: 2-4 oz sides
Brushback Ribs 4 Ribs, 2 Sides, Roll	\$7.75	4-5 ribs: 2-4 oz sides
BBQ 1/4 Chicken, 2 Sides, Roll	\$7.75	1/4 chicken: 2-4 oz sides
Cy Young Special 1/4 Chic, 4 Ribs, 2 side, roll	\$10.25	1/4 chicken: 1/4 rack ribs, 2-4 oz sides
Pulled Pork Sand	\$6.50	4 oz pork
Rookie Meal 2 Sliders or Reg HD, Chips, Fruit Drink	\$5.00	2 sliders or 5/1 hot dog, 1oz chip
Ruthian Dog	\$6.00	2/1
BBQ Sauce Side	\$1.50	2 oz
Bag of Chips	\$1.75	1 oz

## BULL PEN SAUSAGE

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Bottled Soda	\$4.00	20 oz
Gatorade	\$3.75	20 oz
Water	\$3.25	16.9 oz
Domestic Bottled Beer	\$6.00	16 oz
Polish Sandwich with Peppers/Onions	\$5.75	5/1
Italian Sausage Sandwich with Peppers/Onions	\$5.75	5/1
Spicy ITL. Sausage with Peppers/Onions	\$5.75	5/1
Brat Sandwich with Peppers/Onions	\$5.75	5/1
Ruthian Dog	\$6.00	2/1
Peanuts	\$4.50	6 oz
Chips	\$1.75	1 oz

## GORDON BIERSCH

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Garlic French Fries	\$3.25	9 oz
Peanuts	\$4.50	6 oz

## FAN STAND/HOT DOG PORTABLE

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Bottled Soda	\$4.00	20 oz
Gatorade	\$3.75	16.9 oz
Water	\$3.25	20 oz
Domestic Bottled Beer	\$6.00	16 oz
Hot Dog	\$4.00	5/1
Polish Dog	\$4.75	5/1
Ruthian Dog	\$6.00	2/1
Hamburger / Cheese	\$5.00	2/1
Nachos	\$5.00	4 oz chips, 5 oz cheese
Peanuts	\$4.50	6 oz
Chips	\$1.75	1 oz

## RONA'S N RITA'S SURF AND TURF GRILL

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Bottled Soda	\$4.00	20 oz
Gatorade	\$3.75	20 oz
Water	\$3.25	16 oz
Tri Tip Nachos	\$8.25	4-5 oz nachos: 4 oz Trip Tip
Tri Tip Sandwich	\$6.75	4 oz Tri-Tip
Baja Fish Tacos	\$7.00	2-1 oz Fish
Baja Fish Tacos Platter	\$7.50	2-1 oz fish: 2-4 oz sides
Lobster Tacos	\$8.00	2-1.5 oz lobster
Shrimp Basket	\$7.00	2.5 oz Shrimp: 5 oz FF
Fish n Chips	\$7.00	2-1 oz Fish: 5 oz FF
Clam Strip Basket	\$7.50	1.5 oz Clam strips: 5 oz FF
Calamari	\$7.50	2.5 oz Calamari: 5 oz FF
Corona Bomber	\$9.25	24 oz
Corona Bottle	\$6.25	12 oz
Corona Lite	\$6.25	12 oz
Coors Light	\$6.00	16 oz
Margarita	\$6.50	20 oz Green CP cup
Peanuts	\$4.50	6 oz

### **FIRST BASE BEER PUB**

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Water	\$3.25	16.9 oz
Corona Bottle	\$6.25	12 oz
Corona Lite	\$6.25	12 oz
Domestic Bottle	\$6.00	16 oz
Margarita	\$6.50	20 oz Green CP cup
Mikes Hard Cranberry	\$6.50	16 oz
Wine	\$5.00	9 oz Wine cup
Cocktail Can	\$7.00	12 oz
O'Doul's	\$4.00	12 oz
Peanuts	\$4.50	6 oz

### **THIRD BASE PUB**

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Water	\$3.25	16.9 oz
Corona Bottle	\$6.25	12 oz
Corona Lite	\$6.25	12 oz
Domestic Bottle	\$6.00	16 oz
Margarita	\$6.50	20 oz Green CP cup
Mikes Hard Cranberry	\$6.50	16 oz
Wine	\$5.00	9 oz Wine cup
Mixed Cocktail	\$6.00	10 oz cocktail cup
Cocktail Can	\$7.00	12 oz
O'Doul's	\$4.00	12 oz
Peanuts	\$4.50	6 oz

### **BOMBER PORT**

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Domestic/Micro Bombers	\$9.25	24 oz

## FUNUGYZ

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Lg. Micro Beer	\$6.75	20 oz clear cup
Souv. Micro Beer	\$8.50	24 oz souvenir cup
Water	\$3.25	16.9 oz
Corona Bottle	\$6.25	12 oz
Corona Lite	\$6.25	12 oz
Domestic Bottle	\$6.00	16 oz
Margarita	\$6.50	20 oz Green CP cup
Mikes Hard Cranberry	\$6.50	16 oz
Wine	\$5.00	9 oz Wine cup
Mixed Cocktail	\$6.00	10 oz cocktail cup
Cocktail Can	\$7.00	12 oz
O'Doul's	\$4.00	12 oz
Peanuts	\$4.50	6 oz

## MENU ITEMS FOR 4YR PROPOSAL

<b>MENU ITEM</b>	<b>PRICE</b>	<b>PORTION SIZE</b>
Chicken Tingas Nachos	\$7.50	4-5 oz nachos: 4 oz Chicken
Beef Barbacoa Nachos	\$7.50	4-5 oz nachos: 4 oz Beef
Pork Canitas Nachos	\$7.50	4-5 oz nachos: 4 oz Pork
Cilantro Lime Shrimp Nachos	\$7.50	4-5 oz nachos: 2.5 oz Shrimp
Grilled Stuffed Burritos	\$6.50	10 oz
Street Tacos	\$5.00	2-1 oz fish: 2-4 oz sides
Big Taco Salads	\$7.50	4 oz Meat, 4 oz lettuce
Fresh Fried Mexican Donuts	\$5.00	6-1 oz Donuts
Liquid Nitrogen Ice Cream		
Sm. cup	\$4.25	8 oz
Liquid Nitrogen Ice Cream		
Lg. cup	\$4.75	10 oz
Waffle Cone	\$5.00	10 oz
Chocolate Dipped		
Waffle Cone	\$5.25	10 oz

## CATERING MENU · SPRING TRAINING 2009

### DOUBLE PLAY

*\$23 per person*

*\$16 per person without Beer Tickets*

Popcorn  
Hot Dogs  
Hamburgers  
Baked Beans  
Potato Salad  
Tossed Salad  
Cookies  
Canned Pepsi Products  
Bottled Water  
Draft Domestic Beer (2 tickets)

### TRIPLE PLAY

*\$27 per person*

*\$21 per person without Beer Tickets*

Popcorn  
Potato Chips with Onion Dip  
Bratwurst  
Hamburgers  
Baked Beans  
Potato Salad  
Tossed Salad  
Cookies  
Canned Pepsi Products  
Bottled Water  
Draft Domestic Beer (2 tickets)

### HOME RUN

*\$35 per person*

*\$29 per person without Beer Tickets*

Popcorn  
Potato Chips with Onion Dip  
Bratwurst  
Hamburgers  
BBQ Chicken  
Nacho Bar  
Baked Beans  
Potato Salad  
Tossed Salad  
Fresh Fruit  
Cookies  
Canned Pepsi Products  
Bottled Water  
Draft Domestic Beer (2 tickets)

### Additional Alcoholic Beverages:

Draft Domestic Beer \$5.25

Draft Micro/Import \$7

Wine \$4.50

*Special Menus are Available by Request*

-----  
+15% Service Charge  
+9.1 % Sales Tax  
+\$200.00 Private Party Area Rental Fee

- \*Guarantee on number to be served is required three (3) days prior to scheduled party.
- \*Special dietary requirements can be accommodated for with a minimum three (3) day notice.
- \*Minimum deposit of 50% is required to confirm the party, unless General Manager has approved other arrangements.
- \*In order to secure a full refund of deposit, cancellations must be received 24 hours prior to the party.

### **Ordering Procedures:**

- Establish Complex calendar for available dates
- Third Base Tent and Red Hook Tent should be booked by Group Sales
- Menus should be distributed by Group Ticket Sales
- Once tickets are purchased or event space is booked, client is referred to Catering to place order.
- If bag lunches are purchased, Group Sales will book utilizing a menu order form provided by Catering Sales.
- If a menu is ordered, Catering Sales will handle to up sell and plan event with additional equipment (flowers, balloons, china, linens)
- Catering Sales will complete arrangements with a contract listing all aspects of the event including payment arrangements.

### **Fulfillment Method:**

1. At Banquet Event Order (BEO) meeting, Catering Sales meets with Chef and Catering Operations to discuss details of the event.
2. Chef uses BEO to prepare meal
3. Catering Operations uses BEO for set-up
4. Catering Sales confirms arrangements and numbers two days prior to event
5. Operations staffs event with appropriate number
6. Catering Supervisor greets guests and introduces self to host
7. Catering Supervisor oversees event to conclusion
8. Catering Supervisor updates attendance number and produces final invoice.
9. Final charges are made to credit card on file.
10. Follow-up call is placed to client to receive feedback from event.
11. Client is maintained in Catering Database.

## **ANNUAL MENU AND MENU PRICING REVIEW**

We advocate an annual price review and single digit adjustments as a thoughtful approach to food and beverage pricing strategies. Our typical fan is accustomed to paying a little bit more from season to season, in natural response to the consumer price index. An approach inconsistent with offering fair value is waiting to adjust prices for several years and then trying to catch up with the market and competitive set as this generally upsets fans.

Our General Manager will perform an annual competitive set market review and provide this information, our annual menu proposals and an update to the menu prices to Peoria's leadership for review and approval prior to instituting any price increases. Our sense is that annual price increases will follow a 2 ½ to 3 ½ percent increase.

## **STAFFING PLAN**

To reach the proper amount of staff and the number of POS to be open for each event, we use the stop light system.

- Red: 0 - 3499 in attendance
- Yellow: 3500 - 7499 in attendance
- Green: 7500 - sold out in attendance.

All stands would be operational regardless of the attendance for each game with the number of POS open at each stand reflecting the attendance, stand location and production levels of that stand. Also, it is mandatory that all subcontractors open no matter what the attendance level is.

### **Red: 0 - 3499 attendance**

- Supervisors – 2
- Stand Managers- 19
- Stand Head Cashiers- 6
- Stand Workers – 15
- Cooks – 7
- Stand Cashiers (POS) – 40
- Club Servers - 2
- Condiment Maintenance – 4
- Vendors – 5
- Warehouse – 2
- Support Personnel (E Staff, Vault, HR) – 8

### **Yellow: 3500 - 7499 attendance**

- Supervisors – 3
- Stand Managers- 19
- Stand Head Cashiers – 7
- Stand Workers – 20
- Cooks – 11
- Stand Cashiers (POS) – 56
- Club Servers - 4
- Condiment Maintenance – 5
- Vendors – 9
- Warehouse – 3
- Support Personnel (E Staff, Vault, HR) – 10

**Green: 7500 - sold out in attendance**

- Supervisors – 4
- Stand Managers- 19
- Stand Head Cashiers- 7
- Stand Workers – 20
- Club Servers - 4
- Cooks – 11
- Stand Cashiers (POS) – 68
- Condiment Maintenance – 6
- Vendors – 12
- Warehouse – 3
- Support Personnel (E Staff, Vault, HR) – 10

**RMCP**

Centerplate will maintain and clean our equipment and space assigned at the Complex, inside and out in accordance with all laws, ordinances and regulations pertinent to the City and this venue. Our adherence to these regulations is inclusive of equipment maintenance and repair given normal wear and tear as well as extermination controls of pests and vermin. We, like you, pride ourselves on offering fans a welcoming environment and ensuring cleanliness is a hallmark of our efforts.

We provide in the attached information a master schedule of our kitchen maintenance and sample cleaning program.

## CENTERPLATE Master Cleaning Schedule - Sample

VENUE/UNIT NAME: \_\_\_\_\_

WEEK ENDING: \_\_\_\_\_

*Check that the following areas are clean and/or full of product:*

MISC. AREAS	MON	TUES	WED	THURS	FRI	SAT	SUN
Hand Sinks							
Hot Water							
Soap							
Paper Towels							
Restrooms							
KITCHEN AREA	MON	TUES	WED	THURS	FRI	SAT	SUN
Grills							
Refrigerators							
Ice Machines							
Freezers							
Ovens							
Steam Kettles							
Prep Tables							
Pot Sinks							
Carts							
Floors/Floor Drain							
Walls/Ceilings							
Doors							
Slicing Machines							
Steam Tables/Wells							
Counters/Shelves							
Buffalo Choppers							
Other Equipment							
Floors/Mats							
General Utensils							
DINING ROOM AREA	MON	TUES	WED	THURS	FRI	SAT	SUN
Tables/Chairs							
Salad Bar							
Sneeze Guards							
Trash Containers							
Floors							
Walls							
Ceilings							

## Scheduled Maintenance & Cleaning for Kitchens - Sample

Item	Instructions	Jan ✓	Feb ✓	Mar ✓	Apr ✓	May ✓	Jun ✓	Jul ✓	Aug ✓	Sep ✓	Oct ✓	Nov ✓	Dec ✓	Notes
Main Kitchen Hoods	Wash and polish all stainless steel	✓		✓		✓		✓		✓		✓		Also clean light fixtures in hood
Main Kitchen Hoods	Auto wash system.													Run nightly.
Vulcan Ovens	Wash inside, remove tray slides, grease strip and clean	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Lube grease fittings.
Walk-in Coolers And Freezers	Remove product, turn off compressors, clean walls, ceiling, floors, and shelves.				✓				✓				✓	Use alcohol or other non-freezable wash in freezer.
Hot Carts	Remove and scrub shelving; wash inside and polish outside		✓			✓			✓			✓		Check cords and check calibration for proper temperature. May need to be cleaned more frequently due to business
Hot and Cold Carts	Lubricate wheels and casters						✓						✓	Lube grease fittings.
Cold Carts	Wash inside; remove, clean, and rust-proof tray slides.		✓			✓			✓			✓		
Queen Marys	Clean with pressure washer; do under shelves, polish	✓		✓		✓		✓		✓		✓		
Queen	Lubricate wheels						✓						✓	Lube grease



Marys	and casters													fittings
Dish Carts	Clean with pressure washer, lubricate wheels and casters				✓								✓	
Glass Rack Dollies	Clean with pressure washer, check for loose nuts and bolts, tighten and lubricate.	✓											✓	Wipe out carts and sanitize whenever they are empty.

*Please initial in appropriate box when job has been completed.*





	clean and polish													
Conveyor Belts	Clean under belts, legs, spill tray	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Report damaged belts to maintenance.

## Scheduled Maintenance and Cleaning for Kitchens – Sample Monthly Schedule

<b>JANUARY</b>		
Main Kitchen Hoods	Wash and polish all stainless steel.	Also clean light fixtures in hood.
Vulcan Ovens	Wash inside; remove tray slides; grease strip and clean.	
Queen Marys	Clean with pressure washer; do under shelves; polish.	
Glass Rack Dollies	Clean with pressure washer; check for loose nuts and bolts; tighten and lubricate.	Wipe out carts and sanitize whenever they are empty.
Kitchen Ceilings and Lights	Wipe down ceiling tiles; carefully clean light covers.	Clean any vents; notify building to replace burned out bulbs.
Kitchen Floors	Use pressure washer.	Hand scrub perimeter tiles; use quarry tile cleaner as needed.
Drain Plates	Remove and wash in machine; clean drains.	Notify building to paint as needed.
Dish Machines	Use pressure washer; remove sprayer arms and soak in Lime Away™; clean and polish.	
Conveyor Belts	Clean under belts, legs, and spill tray.	Report damaged belts to maintenance.



## **ENERGY MANAGEMENT AND CONSERVATION PROGRAM**

We will contain energy costs by using what we need when we need it and conserving it when the facility is inactive. During the prime months of February through April, energy use will be at its peak with all equipment in use at maximum levels. During this time, a concerted effort will be maintained to reduce usage as much as possible. For the months of May through January, all equipment, lights, vents and coolers will be turned off except in areas where product is stored.

## **GOING GREEN**

We believe our responsibility to look after the natural environment for future generations extends beyond compliance with existing laws and regulations. We want Centerplate and our clients at the forefront of environmental stewardship by implementing innovative greening programs.

We pledge to not only comply with all State of Arizona recycling and other environmental regulations, but to be proactive in environmental initiatives. We are happy to work with the City of Peoria to identify new ways to reduce our impact on the environment while keeping our fans satisfied and safe.

As part of our ongoing commitment to environmental and social stewardship, Centerplate has developed the following initiatives:

### **ON-SITE ENVIRONMENTAL LEADERSHIP**

Knowledgeable and passionate on-site leadership is critical to a successful environmental program. Our General Manager will oversee the implementation of our environmental initiatives.

### **ENVIRONMENTAL EDUCATION**

All Centerplate employees will take part in an environmental education program to encourage them to “think green” in the workplace. Their environmental training will emphasize efficiency, including energy conservation and recycling. Our staff will be instructed on ways they can personally help reduce water and electricity consumption as well as comply with all recycling initiatives at the Complex. As technology evolves and new strategies and practices are developed, we will update our training sessions.

### **ENVIRONMENTAL TASK FORCE**

Centerplate has a designated environmental team comprised of senior management who possess the passion and skill to guide the company’s environmental initiatives. Our senior managers attend educational seminars to remain current with state of the art environmental practices and product development. Seminars have included the use of recyclable, compostable and biodegradable products in the hospitality industry. Additionally, Ellyn Hae of the environmental advisory firm Recycling by Nature is a consultant to our organization to update best practices in conservation and recycling.

### **SEASONAL, LOCALLY GROWN FOODS**

Centerplate’s ‘Redefining Fresh’ philosophy is a key element of our food preparation and a natural fit for Arizona. It encourages our chefs to use organic and locally-grown, in-season produce as well as sustainable meat and seafood when it is available.

Locally grown produce not only supports regional farmers, but reduces transportation costs, along with consumption of fossil fuels. And we believe fresh, local meats and produce taste better, too!

## **INCORPORATION OF ENVIRONMENTALLY FRIENDLY PRODUCTS**

Centerplate suggests promoting the sale of fountain sodas and draft beer to reduce consumption of plastic and glass bottles, and increase the use of compostable plastic cups made from corn grown in the USA. While environmentally friendly, this effort would also increase profit margins.

Disposable knives, forks, spoons, and containers made from corn are also now becoming available and cost-effective, and we recommend they be considered for use in all concession areas, provided the regional infrastructure can support sustainable composting.

In cases where we must use heavy weight plastic plates and cutlery, we can insist on products with the highest amounts of post-consumer recycled content, to close the loop on the amount of new plastic being introduced into the environment.

We also recommend the use of durable paper products made from biodegradable and compostable recycled paper. They are a bit more expensive, but easier on the environment at both ends of the production/consumption/disposal process.

## **NON-TOXIC CLEANERS**

The health and well-being of our staff and guests is of the utmost importance. As part of our overall purchasing program, we will include non-toxic, eco-friendly Green Seal® certified cleaning products.

## **RECYCLING AND COMPOSTING**

A comprehensive and efficient recycling program is the centerpiece of an effective environmental program. We will recycle paper, cardboard, bottles, cans and non-traditional items in compliance with the City's initiatives.

Staff training and customer education will be critical to the success of our efforts due to the need for proper sorting of these products. Signs will be posted around waste disposal areas, informing guests about the Complex's environmental initiatives and showing them how to sort their trash.

## **FOOD RESCUE**

Our venues donate all edible and safe surplus food products to local food rescue programs. This practice has been tremendously successful, and is a key component in limiting food waste while contributing to the needs of the local community.

## **PERFORMANCE STANDARDS**

The phrase "inspect what you expect" resonates with Centerplate and its deserving clients. We set our expectations with our management team, hourly employees and non profit groups and hold them accountable for their training and performance. To ensure we have effectively communicated our standards, we regularly inspect the details. Whether auditing speed of service, food quality, hospitable attitude, stand or portable cleanliness or adherence to appearance guidelines, our metrics are high and our expectations are they are met. Our General Manager, Regional Controller and Hub Vice President will perform regular audits (announced and unannounced) to ensure compliance and fan satisfaction, and will share these results with the Peoria Sports Complex.

## MARKETING AND PROMOTION

Centerplate has been proud to serve the Peoria Sports Complex, Spring Training home of the Seattle Mariners and San Diego Padres, since 1994. We provide a broad range of services including concessions, suite and event catering, and in-seat service. In 2005 we were extremely honored to be named “the best place to see a spring training game” by the Phoenix New Times and named as an Arizona State treasure by the governor.

Furthermore, in 2006 the Arizona Republic awarded the Peoria Sports Complex with a “10 out of 10” score for our food selection and quality. A few excerpts from the Arizona Republic include: *“It’s like going to the Arizona state fair.”* *“I’m eating my way through the ballpark”* and *“There is no shortage of options, from Philly cheesesteaks to Greekgare to ‘Tacos in a bag”*”.

Up to date fan accolades include comments like these:

*“Thank you for the outstanding job your team did for our event this past Saturday! We greatly appreciate all you do to ensure our events are a tremendous success.:)”*  
Carrie Salow, Sports Marketing USA March, 2008

As one can imagine, these rave reviews have translated into enhanced returns, and we keep on developing new products and services to highlight the fan experience and return on investment to the Complex. Among our many deliverables are these:

- New PDF Catering Menu developed for Third Base Tent
- Emailed Catering Menu to past year’s customers
- Cold called to prospective clients from data base
- Set-up online ordering program for Catering via Centerplate’s proprietary Ezplanit program
- Offered incentives for early bookings – Complex Cash
- Created Complex Cash for use at any Complex event to expand sales
- Sold Complex Cash to groups for use at concessions stands (sample provided)
- School groups received discounted bag lunch
- Adult groups offered bag lunches for groups of 10 or more
- Established weekly Banquet Event Orders meeting with Complex Group Ticket Sales, Executive Chef and Catering Operations to discuss upcoming events and disseminate operational information
- Expanded communications between Complex Ticket Office and Catering Operations
- Enhanced the sense of welcome with sampling stations
- Aired local television news segments featuring new products

FIVE DOLLARS  
**\$5**  
Centerplate

# COMPLEX CASH

Redeemable at any Centerplate location  
within the Peoria Sports Complex

No 1765

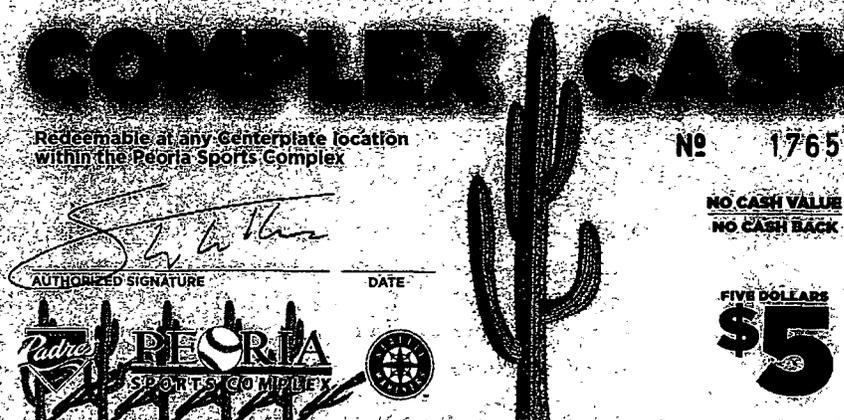
*[Signature]*  
AUTHORIZED SIGNATURE

DATE

FIVE DOLLARS  
**\$5**

NO CASH VALUE  
NO CASH BACK

FIVE DOLLARS  
**\$5**



FIVE DOLLARS  
**\$5**  
Centerplate

# COMPLEX CASH

Redeemable at any Centerplate location  
within the Peoria Sports Complex

No 1766

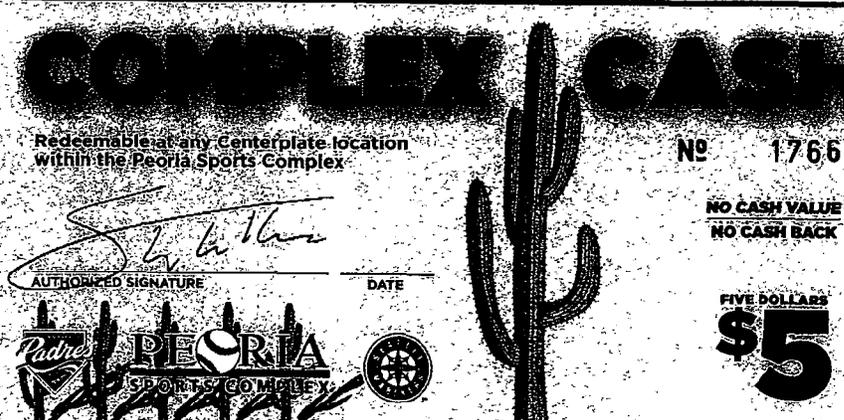
*[Signature]*  
AUTHORIZED SIGNATURE

DATE

FIVE DOLLARS  
**\$5**

NO CASH VALUE  
NO CASH BACK

FIVE DOLLARS  
**\$5**



FIVE DOLLARS  
**\$5**  
Centerplate

# COMPLEX CASH

Redeemable at any Centerplate location  
within the Peoria Sports Complex

No 1767

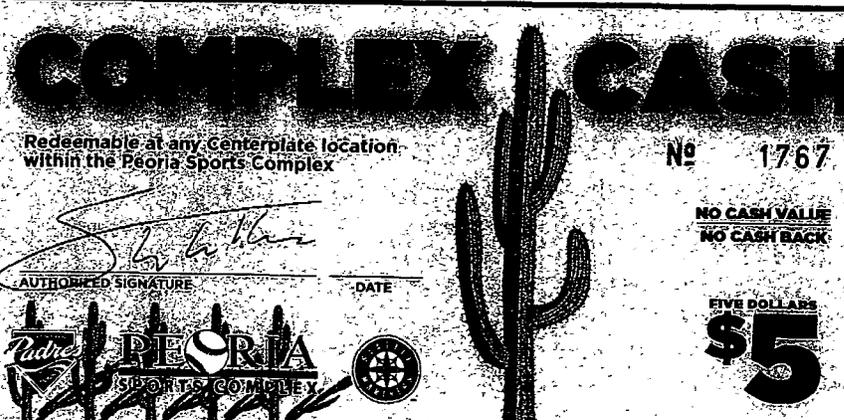
*[Signature]*  
AUTHORIZED SIGNATURE

DATE

FIVE DOLLARS  
**\$5**

NO CASH VALUE  
NO CASH BACK

FIVE DOLLARS  
**\$5**





## **SUBCONTRACTOR PLAN**

The Peoria Sports Complex has a long history of utilizing subcontractors who offer myriad themed food concepts such as Mexican, Greek, and Chinese. Ice cream, corn dogs, turkey legs, fresh squeezed lemonade and kettle corn are signature subcontractor items.

While our subcontractors offer a variety of food, the connection they have with the Complex and its fans is what makes this relationship unique. Some subcontractors have been a part of the Peoria Sports Complex since day one. Many fans consider subcontractor fare a tradition they anticipate returning to year after year. Subcontractors have added value to the menu and have been recognized for their unique menu items.

Looking ahead, we would like to continue this tradition by adding new, local subcontractors to provide new food selections. There will be a greater emphasis on a cohesive look and feel to the subcontractor stands. Standards will be enforced that will allow us to unify all subcontractors so that there will be the same signage. We will also incorporate action stations so more items can be cooked to order, and we will add lattice fencing to provide separation in front of the stand.

## **ACCOUNTING AND FINANCIAL CONTROL SYSTEMS**

At the operational level, we employ retail accountability and inventory controls, yield analysis, independent customer shopping, and per capita analysis to monitor the cash receipts and product control of each facet of our operations.

The basic control of cash is recorded each step of the way - from the customer to the bank - with several checks and balances built into the system along the way.

A perpetual inventory of each item to be distributed to the outlets is kept in the commissary. Upon receiving the orders for an event, the product supervisor deducts each item from the perpetual inventory and distributes it to the individual outlets. At the concession stand, the Stand Manager makes a complete opening inventory, and the initial bank is counted and entered by the Assistant Manager.

At the close of the event, another complete inventory of everything - cups, hot dogs, candy, etc. - is taken and entered against the opening inventory.

The calculations give exactly the number of items sold. The money is counted and entered against the total inventory consumed. A cash flow sheet pinpoints the accuracy of each cashier.

As you can see from our accounting controls, we will provide you with a detailed audit trail of individual items and locations, not merely a conglomeration of total sales.

On a daily basis, the previous day's receipts are deposited in a separate bank account maintained at a local bank. We will furnish you with a daily report following each day's operation, detailing sales by outlet and product category. A sampling of our reports is included.

### Terminal Sales - Interval Sales

Events 090402-Padres vs Mariners , Start Date 4/2/2009 9 00 00AM, End Date 4/2/2009 11 00 00PM

Filters Report Type Consolidated Report Style Show Quantities Detail Type Summary  
 Sort Type Description Interval Period 1 Hour Number of Intervals 4  
 Locations <ALL LOCATIONS>  
 Terminals <ALL TERMINALS>  
 Stock Items <ALL STOCK ITEMS>

\* The report is currently showing gross amounts

Stock		2/04/2009 9 00		2/04/2009 10 00		2/04/2009 11 00		2/04/2009 12 00		Total	
Code	Description	Qty	Sales	Qty	Sales	Qty	Sales	Qty	Sales	Qty	Sales
BS150	Arizona Iced Tea 20 oz	0	0 00	0	0 00	10	40 00	7	28 00	17	68 00
BS004	Bottled Water 16 9 oz	5	16 25	2	6 50	50	162 50	85	278 25	142	461 50
BS005	Gatorade 20oz	3	11 25	0	0 00	9	33 75	8	30 00	20	75 00
IC001	Ice Cream Mall cup	0	0 00	0	0 00	0	0 00	2	6 50	2	6 50
CA001	M&Ms	0	0 00	0	0 00	0	0 00	1	2 25	1	2 25
IC002	MM Frozen Lemonade	0	0 00	0	0 00	1	4 00	0	0 00	1	4 00
IC003	MM Frozen Strawberry	0	0 00	0	0 00	1	4 00	4	16 00	5	20 00
BB0017	Odours Bottle	0	0 00	0	0 00	1	4 00	1	4 00	2	8 00
PN001	Peanuts 8oz	0	0 00	0	0 00	12	54 00	10	45 00	22	99 00
HD005	R Polish Hotdog 5-1	0	0 00	0	0 00	27	128 25	48	228 00	75	356 25
PC007	R- Tub 64oz (Popcorn)	0	0 00	0	0 00	18	49 50	15	41 25	33	90 75
HB031	R-Ancho Chili Grilled Steak Sandwich	0	0 00	0	0 00	1	7 00	0	0 00	1	7 00
MI005	R-Baja Fish Taco	0	0 00	0	0 00	3	21 00	1	7 00	4	28 00
HB020	R-California Chicken Sandwich/Home	0	0 00	0	0 00	3	21 00	2	14 00	5	35 00
PI004	R-Cheese Pizza	0	0 00	0	0 00	4	24 00	2	12 00	6	36 00
HB006	R-Cheeseburger	0	0 00	0	0 00	6	30 00	21	105 00	27	135 00
HD0016	R-Chicago Style Hot Dog	0	0 00	0	0 00	28	126 00	18	81 00	46	207 00
FF005	R-French Fries	0	0 00	2	6 50	6	19 50	16	52 00	24	78 00
CAT553	R-Grilled Brats	0	0 00	0	0 00	5	28 75	5	28 75	10	57 50
HD003	R-Hotdog	2	8 00	11	44 00	84	336 00	178	704 00	273	1 092 00
BD0023	R-Large Draft Beer Cup 20oz	0	0 00	2	11 50	43	247 25	87	500 25	132	759 00
BD0020	R-Large Micro Clear Beer Cup 16oz	0	0 00	0	0 00	15	101 25	31	209 25	46	310 50
NA005	R-Large Nachos	0	0 00	1	5 00	2	10 00	10	50 00	13	65 00
FS017	R-Medium Soda 24oz	1	3 75	5	18 75	71	266 25	86	322 50	163	611 25
HD021	R-Oakland A's	0	0 00	0	0 00	0	0 00	2	11 50	2	11 50
PR003	R-Pretzel	0	0 00	1	3 50	16	56 00	25	91 00	43	150 50
BD0022	R-Regular Draft Beer Cup 16-18oz	0	0 00	0	0 00	7	36 75	38	199 50	45	236 25
HD01	R-Ruthian Dog	0	0 00	1	6 00	26	156 00	14	84 00	41	246 00
PAP007	R-Seattle Mariners	0	0 00	0	0 00	1	7 75	1	7 75	2	15 50
NA007	R-Small Nachos	0	0 00	0	0 00	4	14 00	5	17 50	9	31 50
FS016	R-Small Soda 16oz	1	3 25	2	6 50	26	84 50	32	104 00	61	198 25
PAP016	R-Souffle 2oz Cup	0	0 00	0	0 00	3	3 00	11	11 00	14	14 00
HB019	R-Southwestern Grilled Pork	0	0 00	1	7 00	1	7 00	0	0 00	2	14 00

### Accounting Summary by Operation

Event(s) 090418 - School Fine Arts Festival , Start Date 4/18/2009 8:30:00AM, End Date 4/18/2009 8:30:00PM

Filters Report Type By Location Type  
Location Types Catering All, Concessions All, Subcontractors All

GL Code	Physical Sales	Sales %	Cash	Cashm Coupons	Credit Cards	Tips	Other		Total Receipts	Variance	Receipts Tax	Net Receipts
							Cashm	Terminal				
<b>Location Type: Concessions All</b>												
***No GL Code***	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bottled Soda/Water Sales	1,198.25	28.06%	1,000.30	0.00	185.01	0.00	0.00	0.00	1,185.31	-12.94	98.87	1,086.45
Bottled/Canned Beer Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Candy Sales	45.00	1.05%	37.57	0.00	6.95	0.00	0.00	0.00	44.51	-0.49	3.71	40.80
Caterng Food Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Coffee Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
COS Fountain Soda	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Draft Beer Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fountain Soda Sales	1,607.75	37.65%	1,342.15	0.00	248.24	0.00	0.00	0.00	1,590.39	-17.36	132.65	1,457.74
HotDogs/Sausage Sales	500.25	11.72%	417.61	0.00	77.24	0.00	0.00	0.00	494.85	-5.40	41.28	453.57
Ice	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ice Cream Sales	159.50	3.74%	133.15	0.00	24.63	0.00	0.00	0.00	157.78	-1.72	13.16	144.62
Misc Food Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Nachos Sales	241.00	5.64%	201.19	0.00	37.21	0.00	0.00	0.00	238.40	-2.60	19.88	218.51
Ops Supplies	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paper Goods	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Peanuts&Snacks Sales	31.50	0.74%	26.30	0.00	4.86	0.00	0.00	0.00	31.16	-0.34	2.60	28.56
Popcorn Sales	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Soft Pretzels Sales	486.50	11.39%	408.13	0.00	75.12	0.00	0.00	0.00	481.25	-5.25	40.14	441.11
<b>Concessions All Totals</b>	<b>4,269.75</b>		<b>3,564.40</b>	<b>0.00</b>	<b>659.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,223.65</b>	<b>-46.10</b>	<b>352.29</b>	<b>3,871.35</b>

### Starting Bank (Dynamic)

Events 090319-Mariners vs Cubs Start Date 3/19/2009 11:00:00AM, End Date 3/19/2009 4:49:00PM

Filters Report Type By Location  
Locations <ALL LOCATIONS>

Denominations	\$5	\$1	Quarter	Total Bank Sign In - Print Name - Signature	Sign Out - Print Name - Signature
1st Pub EX 24	500.00	200.00		20 00720.00	
3rd Pub EX 18	500.00	200.00		20 00720.00	
Angelos	100.00	100.00		20 00220.00	
AZ Nut	500.00	200.00		50 00750.00	
B&J Concessions	500.00	200.00		50 00750.00	
Bomber Port EX 28	500.00	200.00		20 00720.00	
Bulpen Sausage EX 22	500.00	200.00		50 00750.00	
Centerfield EX 30/15	500.00	500.00		50 001 050.00	
Club Level	500.00	200.00		20 00720.00	
Fan Stand RC EX 14	500.00	200.00		50 00750.00	
First Base	1 000.00	500.00		100 001 600.00	
Funuguz EX 12	500.00	200.00		50 00750.00	
Gordon Biersch EX 20	500.00	200.00		20 00720.00	
Hoj N Jam Vending	1 000.00	500.00		100 001 600.00	
Kettle Korn	600.00	200.00		100 00900.00	
Left Field	500.00	300.00		50 00850.00	
Maui Wowi	1 000.00	400.00		100 001 500.00	
Randy Jones BBO EX 16	500.00	200.00		50 00750.00	
Red Hook Tent EX 19	500.00	200.00		20 00720.00	

### Cash Collection (All)

Event(s) 090418 - School Fine Arts Festival , Start Date 4/18/2009 8:30:00AM, End Date 4/18/2009 8:30:00PM

Filters Report Type By Location  
Locations <ALL LOCATIONS>

Location	Bank	Total Cash	Cash	CashRm Coupon	Credit Sales				Other Sales			Total Receipts
					Manual	Card	Tips	Net	Cashrm	Terminal	Total	
Kettle Korn	850 00	2 502 41	1 652 41	0 00	0 00	0 00	0 00	0 00	0 00	0 00	0 00	1 652 41
Third Base	900 00	4 464 40	3 564 40	0 00	0 00	659 25	0 00	659 25	0 00	0 00	0 00	4 223 65
Report Total	1 750 00	6 966 81	5 216 81	0 00	0 00	659 25	0 00	659 25	0 00	0 00	0 00	5 876 06

## Media Totals

Events 090418 - School Fine Arts Festival , Start Date 4/18/2009 8:30:00AM, End Date 4/18/2009 8:30:00PM

Filters Report Type Consolidated Summary Totals Hide  
 Location Types <ALL LOCATION TYPES>  
 Locations <ALL LOCATIONS>  
 Terminals <ALL TERMINALS>  
 Clerks <ALL CLERKS>

\*N B A Transaction may contain multiple media's

Media	Entries	Value	Tip Amount	Average Value
Cash	490	3674.50	0.00	7.50
CreditCard #	54	659.25	0.00	12.21
<b>Credit Card Types</b>				
Discover	1	14.50	0.00	14.50
Mastercard	6	82.00	0.00	13.67
Visa	47	562.75	0.00	11.97

### Physical Sales - Item Sales (Physical Sales)

Event(s) 090418 - School Fine Arts Festival , Start Date 4/18/2009 8 30 00AM, End Date 4/18/2009 8 30 00PM

Filters Report Type Consolidated Sort Type Description Chargeable Items Only Yes Unit Type Base  
Stock Items <ALL STOCK ITEMS>

Stock		Price	Meals		Spoilage		Physical Sales				
Code	Description		Qty	Amount	Qty	Amount	Qty	Amount	Tax Inc	Tax Exc	Net
BS150	Arizona Iced Tea 20 oz	4.00	0	0.00	0	0.00	25	100.00	8.34	0.00	91.66
PAP028	Boat #3 Red Lg Nacho	5.00	0	0.00	2	10.00	28	140.00	11.68	0.00	128.32
OPS125	Boat 7lb Serene Sm Nacho	3.50	0	0.00	0	0.00	16	56.00	4.67	0.00	51.33
BS004	Bottled Water 16.9 oz	3.25	0	0.00	3	9.75	286	929.50	77.53	0.00	851.97
SN123	Chips 1 oz	1.75	0	0.00	0	0.00	44	0.00	0.00	0.00	0.00
BS005	Gatorade 20oz	3.75	6	22.50	0	0.00	45	168.75	14.08	0.00	154.67
H-D015	Hot Dog 2-1	6.00	0	0.00	7	42.00	9	54.00	4.50	0.00	49.50
H-D028	Hotdog 5--	4.00	60	240.00	6	24.00	34	136.00	11.34	0.00	124.66
IC001	Ice Cream Mall cup	3.25	0	0.00	0	0.00	22	71.50	5.96	0.00	65.54
PAP061	Lunch Bag-Value Meal	5.00	0	0.00	0	0.00	44	220.00	18.35	0.00	201.65
CA001	M&Ms	2.25	0	0.00	0	0.00	5	11.25	0.94	0.00	10.31
FS002	Medium Soda 24oz	3.75	4	15.00	0	0.00	349	1,308.75	109.15	0.00	1,199.59
IC002	MM Frozen Lemonade	4.00	0	0.00	0	0.00	1	4.00	0.33	0.00	3.67
IC003	MM Frozen Strawberry	4.00	0	0.00	0	0.00	21	84.00	7.01	0.00	76.99
PN001	Peanuts 8oz	4.50	0	0.00	0	0.00	3	13.50	1.13	0.00	12.37
HD004	Polish Hotdog	4.75	1	4.75	3	14.25	19	90.25	7.53	0.00	82.72
PR002	Pretzel b 3oz	3.50	0	0.00	11	38.50	139	486.50	40.58	0.00	445.92
CA002	Red Ropes	2.25	0	0.00	0	0.00	7	15.75	1.31	0.00	14.44
CA003	Skittles	2.25	0	0.00	0	0.00	8	18.00	1.50	0.00	16.50
FS001	Small Soda 16oz	3.25	46	149.50	0	0.00	92	299.00	24.94	0.00	274.06
PAP018	Souffle 2oz Cup	1.00	0	0.00	1	1.00	45	45.00	3.75	0.00	41.25
SFS001	Sunflower Seeds	2.25	0	0.00	0	0.00	8	18.00	1.50	0.00	16.50

Report Totals 117 431.75 33 138.50 1,250 4,269.75 356.14 0.00 3,913.61

### Purchase Summary

Date Range From 2/1/2009 12:00:00AM to 2/28/2009 12:00:00AM  
 Filters Suppliers <ALL SUPPLIERS>

Delivery Date	PO #	Invoice #	Location	Costs					Items			Costs Total	Items Total	Invoice Total		
				Delivery Cost	Fuel Charge	Freight	Allow.	Deposit	Tax Inc	Tax Exc	Net Total					
<b>Supplier: Alliance</b>																
2/19/2009	3 54 54PM	000174	9083394	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,754.95	0.00	1,754.95	1,754.95
2/19/2009	4 47 24PM	000175	9084028	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,209.84	0.00	8,209.84	8,209.84
<b>Supplier: Churchil</b>																
2/18/2009	12 21 56PM	000201		Warehouse	0.00	0.00	225.00	0.00	0.00	0.00	0.00	0.00	7,217.00	225.00	7,217.00	7,442.00
<b>Supplier: Crescent Crown</b>																
2/17/2009	9 01 31AM	000180	07672	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,982.00	0.00	5,982.00	5,982.00
2/23/2009	8 53 31AM	000179	118672	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,400.15	0.00	12,400.15	12,400.15
2/26/2009	10 24 31AM	000271	124462	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	735.00	0.00	735.00	735.00
<b>Supplier: European Imports AZ, LLC</b>																
2/24/2009	4 00 46PM	000195	354483	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.86	0.00	149.86	149.86
2/24/2009	4 10 25PM	000196	354481	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,498.73	0.00	1,498.73	1,498.73
<b>Supplier: Hensley</b>																
2/18/2009	2 09 57PM	000205	0000085	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,458.00	0.00	12,458.00	12,458.00
2/24/2009	3 16 23PM	000183	82	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,601.90	0.00	5,601.90	5,601.90
2/24/2009	3 22 28PM	000184	83	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	960.00	0.00	960.00	960.00
2/27/2009	3 34 31PM	000255	0000088	Warehouse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,990.00	0.00	1,990.00	1,990.00



# Stock On Hand

**Filters**      Stock Take      Stock Take-Peoid 5-2009 - 5/27/2009 3 36 37PM  
 Report Style      By Stock Take      Report Type      By Supplied GL Code  
 Detail Type      Summary      Cost Type      Current  
 Unit Type      Base      Sort Type      Description  
 Suppress Zero Values      Yes      Report Option      Show Price  
 Locations <ALL LOCATIONS>  
 GL Codes <ALL GL CODES>  
 Categories <ALL CATEGORIES>  
 Stock Items <ALL STOCK ITEMS>

Supplied GL Code	Qty	Standard	Total Amount	Current Cost	Cost Amount
None	1 00		0 00		7 70
Cleaning Supplies	90 75		0 00		1 576 47
COS Bottled Soda/Water	2 405 00		6,660 25		1 256 69
COS Bottled/ Canned Beer	212 25		150 00		46 21
COS Candy	93 00		209 25		33 27
COS Catering Food	90 30		0 00		1 512 43
COS Coffee	1,102 65		0 00		93 00
COS Draft Beer	10,853 00		0 00		2 572 04
COS Fountain Soda	23,310 75		0 00		3,229 58
COS Fries	30 00		0 00		549 07
COS Hamburgers	1,666 75		0 00		563 50
COS Hot Dog/Sausage	18 975 00		0 00		4,408 69
COS Ice Cream	425 00		1 381 25		322 65
COS Liquor	4,870 00		3,654 00		3 579 71
COS Misc Food	2,529 50		0 00		695 83
COS Nachos	65 00		0 00		283 14
COS Peanuts and Snacks	507 00		596 75		161 86
COS Pizza	67 00		0 00		191 34
COS Popcorn	240 00		0 00		26 12
COS Sandwiches	8 50		0 00		10 70
COS Soft Pretzel	42 00		0 00		12 60
COS Wine	472 00		0 00		484 51
Ops Supplies	364 00		0 00		879 50
Paper Goods	39 628 75		1 137 50		1 678 00
<b>Report Total</b>	<b>108 049 20</b>		<b>13 789 00</b>		<b>24 174 60</b>



# Terminal List

Filters Terminal Status All  
Locations <ALL LOCATIONS>

Type	ID	Description	Keypad	Location	Printer	Online	Version	Last Update
VersaTerm	24017	CF-01	Centerfield	Centerfield EX 30/15		No	1 01 19(7 03)	
VersaTerm	24016	CF-02	Centerfield	Centerfield EX 30/15		No	1 01 19(7 03)	
VersaTerm	24015	CF-03	Centerfield	Centerfield EX 30/15		No	1 01 19(7 03)	
VersaTerm	24014	CF-04	Centerfield	Centerfield EX 30/15		No	1 01 19(7 03)	
VersaTerm	24019	7-01 P	Club	Club Level	Receipt	No	1 01 19(7 03)	
VersaTerm	24023	7-02 P	Club	Club Level	Receipt	No	1 01 19(7 03)	
VersaTerm	23980	1st-01	First Base	First Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	23981	1st-02	First Base	First Base		No	1 01 19(7 03)	
VersaTerm	23982	1st-03 P	First Base	First Base	Receipt	No	1 01 19(7 03)	
VersaTerm	23983	1st-04	First Base	First Base		No	1 01 19(7 03)	
VersaTerm	23984	1st-05 P	First Base	First Base	Receipt	No	1 01 19(7 03)	
VersaTerm	23985	1st-06	First Base	First Base		No	1 01 19(7 03)	
VersaTerm	23986	1st-07 P	First Base	First Base	Receipt	No	1 01 19(7 03)	
VersaTerm	23987	1st-08	First Base	First Base		No	1 01 19(7 03)	
VersaTerm	23988	1st-09 P	First Base	First Base	Receipt	No	1 01 19(7 03)	
VersaTerm	24009	LF-01	Left Field	Left Field		No	1 01 19(7 03)	
VersaTerm	24010	LF-02	Left Field	Left Field		No	1 01 19(7 03)	
VersaTerm	24011	LF-03 P	Left Field	Left Field	Receipt	No	1 01 19(7 03)	
VersaTerm	24012	LF-04	Left Field	Left Field		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24013	LF-05 P	Left Field	Left Field	Receipt	Yes	1 01 19(7 03)	3/22/2009 12 27 06PM
VersaTerm	24018	RF-01	Right Field	Right Field		No	1 01 19(7 03)	
VersaTerm	24022	RF-02 P	Right Field	Right Field	Receipt	No	1 01 19(7 03)	
VersaTerm	24020	RF-03	Right Field	Right Field		No	1 01 19(7 03)	
VersaTerm	24021	RF-04	Right Field	Right Field		No	1 01 19(7 03)	
VersaTerm	23989	HP-01	Home Plate	Taste of Cactus		No	1 01 19(7 03)	
VersaTerm	23990	HP-02 P	Home Plate	Taste of Cactus	Receipt	No	1 01 19(7 03)	
VersaTerm	23991	HP-03	Home Plate	Taste of Cactus		No	1 01 19(7 03)	
VersaTerm	23992	HP-04 P	Home Plate	Taste of Cactus	Receipt	No	1 01 19(7 03)	
VersaTerm	23993	HP 05	Home Plate	Taste of Cactus		No	1 01 19(7 03)	
VersaTerm	23994	HP-06 P	Home Plate	Taste of Cactus	Receipt	No	1 01 19(7 03)	
VersaTerm	23995	HP-07	Home Plate	Taste of Cactus		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	23996	HP-08 P	Home Plate	Taste of Cactus	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	23997	HP-09	Home Plate	Taste of Cactus		No	1 01 19(7 03)	
VersaTerm	23998	HP-10 P	Home Plate	Taste of Cactus	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	23999	3rd-01	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24000	3rd-02 P	Thrd Base	Thrd Base	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24001	3rd-03	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24002	3rd-04 P	Thrd Base	Thrd Base	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24003	3rd-05	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24004	3rd-06	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24005	3rd 07	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24006	3rd-08	Thrd Base	Thrd Base		Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24007	3rd-09 P	Thrd Base	Thrd Base	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM
VersaTerm	24008	3rd-10 P	Thrd Base	Thrd Base	Receipt	Yes	1 01 19(7 03)	3/19/2009 8 21 33PM

### Transferred Items

Date Range From 2/1/1900 12 00 00AM to 2/28/2009 12 00 00AM

Filters Sort Type Description

Cost Type Current Cost

Unit Type Base

Code	Description	Unit	Source Event	From Location	To Location	Trans. Type	Trans #	Status	Transfer Date	Qty	Current Cost	Total Cost
HB007	1/10 Burgers 4 each	Case(s)		Warehouse	AZ Grillers	During	61	Complete	3/1/2008 12 09 58PM	1 00	23 65000	23 65
				Warehouse	AZ Grillers	During	68	Complete	3/1/2008 1 57 32PM	2 00	23 65000	47 30
				Warehouse	AZ Grillers	During	1047	Complete	3/27/2008 12 54 22PM	120 00	23 65000	2 838 00
				Warehouse	AZ Grillers	During	683	Complete	3/19/2008 3 12 34PM	120 00	23 65000	2 838 00
				Warehouse	AZ Grillers	During	796	Complete	3/21/2008 2 32 32PM	120 00	23 65000	2 838 00
				Warehouse	AZ Grillers	During	800	Complete	3/21/2008 2 57 09PM	-120 00	23 65000	-2 838 00
				Warehouse	AZ Grillers	During	885	Complete	3/23/2008 10 24 44AM	120 00	23 65000	2 838 00
				Warehouse	AZ Grillers	During	840	Complete	3/16/2008 2 51 57PM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	91	Complete	3/2/2008 1 43 13PM	1 00	23 65000	23 65
				Warehouse	Randy Jones BBQ EX 16	During	48	Complete	3/1/2008 11 59 31AM	2 00	23 65000	47 30
				Warehouse	Randy Jones BBQ EX 16	During	127	Complete	3/3/2008 3 04 16PM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	572	Complete	3/15/2008 11 27 23AM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	638	Complete	3/16/2008 2 25 10PM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	581	Complete	3/15/2008 1 59 14PM	-120 00	23 65000	-2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	682	Complete	3/18/2008 3 52 08PM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	781	Complete	3/21/2008 12 21 55PM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	832	Complete	3/22/2008 11 10 47AM	120 00	23 65000	2 838 00
				Warehouse	Randy Jones BBQ EX 16	During	976	Complete	3/25/2008 8 17 26PM	120 00	23 65000	2 838 00
				Warehouse	Taste of Cactus	During	365	Complete	3/8/2008 11 48 28AM	120 00	23 65000	2 838 00
				Warehouse	Taste of Cactus	During	488	Complete	3/14/2008 8 49 14AM	240 00	23 65000	5 676 00
Warehouse	Taste of Cactus	During	691	Complete	3/19/2008 3 49 34PM	120 00	23 65000	2 838 00				
Warehouse	Taste of Cactus	During	885	Complete	3/23/2008 10 24 44AM	360 00	23 65000	8 514 00				
<b>Total Qty From Warehouse</b>											<b>2,046 00</b>	
LQ015	10oz Clear Liquor	Items		1st Pub EX 24	Warehouse	During	861	Complete	3/23/2008 8 39 54AM	272 00	0 00000	0 00
<b>Total Qty From 1st Pub</b>											<b>272 00</b>	
LQ015	10oz Clear Liquor	Items		3rd Pub EX 18	Warehouse	During	239	Complete	3/6/2008 7 22 53PM	403 00	0 00000	0 00



## **EXPANDED SALES AND SERVICE AREA**

We propose the following additional sales areas - 1st base, 3rd base, left field, right field and outfield berm/lawn area.

### **1ST BASE CONCOURSE**

**Subcontractors** offering an array of items that reflect the local appetites including Arizona Nuts and kid friendly menu items that complement the adjacent Kids Zone such as cotton candy, sno-cones, churros, pretzels, candy, lemonade and ice cream would be featured in this area.

**1st Base Beer Pub** would feature micro beers and imported draft beer as well as domestic beer. Hot dogs, peanuts and pretzels offer one stop shopping at this location and would provide an alternative to 1st Base Concession stand.

**Fruit Kabob** provides this location with a portable serving fresh fruit on a skewer (pineapple, watermelon, strawberry, bananas and apples) offered naked or dipped in caramel, chocolate, white chocolate or yogurt.

### **3RD BASE CONCOURSE/LEFT FIELD CONCOURSE**

**Culinary Sampling Cart**, Gate B, featuring new items to whet the fan's appetite and to encourage them to visit the sales locations. This concept showcases our culinary expertise and gives the big "WOW" as they enter the Complex.

**Subcontractors** featuring Mexican and Greek fare, frozen yogurt and smoothies, turkey legs, Indian Fry Bread, kettle corn and corn dogs.

**3rd Base Pub** would feature cocktails, micro beers, imported draft beer and domestic beer. Hot dogs, peanuts and pretzels offer one stop shopping at this location and would provide an alternative to 3rd Base Concession stand.

**Intentional Wok** is a new portable location showcasing the flavors of the North West with a Pacific Rim flare and serving Gingered Wild Salmon with Miso-Ginger Glaze, Wok Seared Chicken with Sweet and Spicy Orange Sauce, Asian Vegetable Stir Fry served with choice of pan fried Chow Mien Noodles or Fried Rice.

**Randy Jones BBQ** will be converted to an upscale market concept with a buffet offering BBQ Ribs, BBQ Chicken Plate, BBQ Beef Tri-Tip Plate, BBQ Combo Plate, BBQ Beef Tri-tip Sandwich, half pound "Junkman" Certified Angus Burger and Sliders all served with home-made potato chips and Cheddar Cheese, Crispy Onions, BBQ Sauce, Lettuce, Tomato and pickles. Also offer a Half Pound "BigAz" Dog with Chili and Cheese. Roasted Corn on the Cob with flavored butters and herbs would be added to the menu. Kid's Hotdog Meal (6/1 hotdog, chips, juice box) and Kid's BBQ Chicken Meal (1 piece chicken, beans, slaw, and roll, juice box) would be offered.

**Two Baja FishTaco** selling "Monster Fish Tacos" with fresh flour tortillas, cotija cheese, fire-roasted tomato salsa, sour cream, green chili avocado salsa and Baja sauce

**Bull Pen Sausage** provides a double sided dining opportunity for fans to enjoy while sitting on the Berm or in the Seating Bowl. This location offers a variety of locally made sausages that are cooked and served fresh from the grill with peppers and onions with a variety of mustards and chips and pickle spear. Italian sausages, Polish sausages, Andouille sausages and bratwurst sausages plus ½ pound hot dogs and 5/1 hot dogs will be sold from this location. Bottled soda and bottled beer are available.

#### **LEFT FIELD CENTER AND RIGHT FIELD BERM**

**Funugyz Bar**, located in Left Field, captures marketing income and serves 12 micro and imported beers on tap as well as domestic bottled beer and cocktails. This location provides a cozy shaded retreat where fans can sit at the bar or at tables while socializing and watching the game. Hot dogs, nachos, peanuts and pretzels will also be offered to fans.

**Subcontractors** will be located here and will offer a variety of convenience items for fans that are seated in the Lawn/Berm Seats to accommodate the growing number of fans that opt for this value priced area. These items would include kid friendly menu items such as cotton candy, sno-cones, churros, pretzels, candy, lemonade and ice cream would be featured in this area.

**Fan Stand Hot Dog Portable**, Right Center Field, selling hot dogs, nachos, bottled soda and bottled beer. This will offer additional points of sale for the fan seeking value pricing and grab and go menu items.

**Center Field Beer Portable** offering bottled beer, bottled water and peanuts which provides an alternative point of sale for this area.

**Rona's & Rita's Surf and Turf Grill**, located in Right Field Pavilion, also captures marketing income and encompasses a shaded, island themed dining opportunity for fans to relax and enjoy the game. Buffet carts allow the guests to interact with the culinary staff as they select their menu. This menu includes Baja Fish Tacos with Tri Tip Sandwiches.

**Vendors/Hawkers** will sell bottled beer, water, lemonade, cotton candy and ice cream to the fans in the bowl seating and in the berm seating. This allows the fans to stay in their seats and not miss the play of the game.

## PRE AND POST GAME SALES OPTIMIZATION

Create a facility where the fans want to come early and stay late!

### Pre-Game Enhancements

- Create a 'happy hour' location that would open an hour before gates in the Right Field Pavilion. This would be an opportunity for fans to socialize while watching the teams practice on the field while enjoying food and drinks at a happy hour price until gates open. The menu would consist of tri tip nachos, buffalo wings, hot dogs, and snacks of popcorn, chips and peanuts.
- Brunch at the ball park. Create a brunch menu in the Right Field Pavilion with a Bloody Mary bar an hour before gates open. The menu would include an action station that would offer create-your-own-omelets, waffles and pancakes, plus all your favorite breakfast sides of home fries, bacon, sausage, pastries and juices.
- Ball Park Birthday Parties. Offer a children's birthday party in the Right Field Pavilion prior to gates opening. Packages would include snacks, hot dogs, chicken fingers, French fries, pizza, cake and ice cream in mini helmets. During the party, the guests could play on the mini baseball field.

### Post-Game Enhancements

- Post-game happy hour. Offer 'happy hour' pricing for fans who want to prolong their enjoyment of the Complex instead of sitting in traffic. This could be done in the same location as the pre-game happy hour.
- Ice Cream on the Berm. After the game, set up an Ice Cream Sunday bar in the outfield and offer hand dipped ice cream with all of your favorite toppings. Offer Frisbee contests while family and friends play on the berm eating ice cream served in mini baseball helmets while waiting for the parking lot to clear.
- Game Day Dinner. Offer a buffet meal in the Third Base Tent after the game. Dinner options would change weekly and would be themed.

## SPEED OF SERVICE

Fans want to see the action on the field and not wait in lines. There is nothing worse than a fan missing the play of the game due to excessive lines at a concessions stand. Our mission is to enable fans to get back to the game by employing:

- Highly efficient operations systems to maximize speed of service and meal quality with limited entrees, snacks, beverages, and desserts within easy reach of our cashiers.
- The Quest system allows all POS to have credit card capability thus allowing quick payment and return to the action on the field.
- Quest touch button tills that allows the cashier to ring in the fan's order while reducing human errors. The tills allow for additions and deletions of items to a fan's order without reentering the order.
- Creating a par level for each game for the preparation of the fan favorite foods to be prepped before gates open.

- New menu boards that can be easily read from a distance instead of waiting until they are at the till. Move menu boards to the outside of the concession stands.
- Adequate number of staff (cashiers, food preps and cooks) for each game's attendance.
- Offering a stand menu that has a variety of choices for the fan thus eliminating the need to go to multiple locations to get what they want.
- Manage lines through out the game and adjust staffing levels where needed.

## THEME CONCEPTS

We craft and deliver extraordinary entertainment experiences at more than 130 venues -making us one of North America's foremost entertainment hospitality companies specializing in food and beverages, facility management, destination retail environments, restaurants and special events. But don't take our word for it; we are delighted to share our reviews:

*"Ballpark fans have more food choices than just peanuts and Cracker Jacks...Peoria Sports Complex offers the most variety to tempt the palate. New this year is its Surf and Turf menu that offers lobster tacos, calamari and tri-tip nachos. Fan favorites include the Ruthian Dog, a 10-inch hot dog served up with chili and shredded cheese."*

*"West Valley Ballparks Have All Bases Covered on Menu"*  
by Cecilia Chan and Jim Bohannon March 3, 2009

Comments like these translate into envious economic impact. We are delighted to say our efforts have consistently met or exceeded budget expectations. Sound leadership, good character and business acumen drive these beneficial outcomes. Yet we are not about to rest on our laurels. Our team in Peoria continues to develop new themes to delight our guests and inspire them to try something new. We present theme concepts for your consideration.

# PEORIA SPORTS COMPLEX • 4/10 YEAR PROPOSAL

## LEFT FIELD/BASE HITS

### PROPOSED MENU/CONCEPT - 4 YEAR PLAN

#### NACHO MAMA'S

Paint inside back walls bright colors with Mexican-style murals, chalk board style menu board

Gourmet nachos stand serving several choices of nacho toppings

- Regular nachos
- Chicken Tingas
- Beef Barbacoa
- Pork Carnitas
- Cilantro Lime Shrimp

Toppings to include nacho cheese sauce, sliced jalapeños, black beans, sour cream, salsa, cotija cheese, green onions, pico de gallo, and black olives

- Mexican and local beers

#### *Equipment needed:*

- 1 table top steamer to heat meats
- 3 steam tables to keep meats hot

### PROPOSED MENU/CONCEPT - 10 YEAR PLAN

Add more Mexican menu offerings

- Grilled stuffed burritos
- Street tacos
- Baja fish tacos
- Big taco salads
- Fresh fried Mexican donuts, dulce de leche sauce
- Salsa bar
- Frozen margaritas

#### *Equipment needed:*

- Hood system
- Flat top grill 6'
- 4 basket fryer
- Refrigerated display case
- 2 door refrigerator
- 2 door freezer
- Refrigerated taco/burrito prep table

**THIRD BASE/BASE HITS & CACTUS CANTINA**

**PROPOSED MENU/CONCEPT - 4 YEAR PLAN**

Hot dogs  
Polish sausage  
Ruthian dog  
Nachos  
Snacks  
Frozen treats – lemonade & ice cream  
Non-alcoholic beverages  
Beer

**PROPOSED MENU/CONCEPT - 10 YEAR PLAN**

*Change to: Cactus League Links & Drafthouse (give a pub/drafthouse type look)*

**PROPOSED MENU - 10 YEAR PLAN**

Hot dogs  
Sausages  
Snacks  
Frozen Treats – Lemonade & Ice-cream  
Non-alcoholic beverages  
Draft Beers from Micro Breweries from Cactus League team cities

***Equipment needed:***

Draft Beer units for Teams of the Cactus League

## HOME PLATE · 4/10 YEAR

### **TASTE OF THE CACTUS LEAGUE\*\***

Seattle Mariners – Grilled Wild Salmon Sandwich or Caesar Salad  
San Diego Padres – Baja Fish Tacos  
Arizona Diamondbacks – Chicken Strips with Fries  
Chicago Cubs – Chicago-Style Hot Dog  
Chicago White Sox – Chicago Style Italian Beef Sandwich  
Colorado Rockies – Rocky Mountain Oysters or Buffalo Bratwurst  
Kansas City Royals – Gates BBQ Burger  
Los Angeles Angels of Anaheim – California Chicken Sandwich  
Milwaukee Brewers – Miller Beer Braised Brats  
San Francisco Giants – Garlic Fries  
Oakland A's – Saag's Sausage  
Texas Rangers – BBQ Beef Sandwich  
Dodgers – Dodger Dog  
Reds – Skyline Chili of Macaroni  
Indians – Giant Pierogi or Kielbasa  
\*\*Include micro brews from each team city

#### ***Equipment needed - 4 year:***

Add one more fryer and move dump station over (adjust ansul system)  
S/S table where banquet table is

#### ***Equipment needed - 10 year:***

Refrigerated base under grill  
New larger walk-in cooler and freezer  
Beer cooler with draft lines to front counter

**FIRST BASE/ PEORIA PIZZERIA & BASE HITS**

**PROPOSED MENU/CONCEPT - 4 YEAR PLAN**

Individual pizzas  
Snacks  
Frozen treats – lemonade & ice cream  
Non-alcoholic beverages  
Beer

***Equipment needed:***

Conveyor Pizza Oven

**PROPOSED MENU/CONCEPT - 10 YEAR PLAN**

***Change to: Peoria Taproom Pizzeria***

**PROPOSED MENU**

Individual artisan pizzas  
Paninis  
Wings  
Hot dogs  
Sausages  
Snacks  
Frozen treats – lemonade & ice cream  
Non-alcoholic beverages  
Draft Beers from Micro Breweries from Cactus League team cities

***Equipment needed:***

Woodstone Pizza Oven (front and back loading)  
Pizza prep table  
2 Panini grills  
2 basket deep fryer  
Heat lamps with warmers to display pizzas  
2-door refrigerator for dough racks  
2-door freezer  
Beer cooler with draft lines for at least 20 taps

**RIGHT FIELD/ BASE HITS**

**PROPOSED MENU/CONCEPT - 4 /10 YEAR**

***Change to: TW's Creamery, Liquid Nitrogen Ice-Cream***

Liquid nitrogen ice cream made to order

Choice of flavors frozen to order with choice of toppings

Small cup

Large cup

Waffle cone

Chocolate dipped waffle cone

***Equipment needed:***

2x Taps and hoses for liquid nitrogen (built into front counter)

4x 10 liter dewers (cryogenic thermoses)

2x 1.5 liter dewers

Warmers for chocolate and caramel

Aesthetics to make the stand look scientific and below zero°

## CLUB CONCESSION

### **PROPOSED MENU/CONCEPT - 4 YEAR PLAN**

Grilled cheeseburger  
Grilled chicken sandwich  
Grilled hamburger  
Hot dog  
Polish sausage  
Snacks  
Frozen treats – lemonade & ice cream  
Non-alcoholic beverages  
Beer

### **PROPOSED MENU/CONCEPT - 10 YEAR PLAN**

*Change to: PSC Club Bar & Grill (renovate stand to add small kitchen and sports bar/VIP atmosphere around patio areas with wait service)*

### **PROPOSED MENU**

Chicken Wings  
Chicken Strips  
Grilled Chicken Cashew Salad  
Grilled Salmon Salad  
Garlic Fries  
Panini's  
Hot Dog  
Fork & Knife Chili Dog  
Grilled Wild Salmon Sandwich  
Grilled Hamburger/Cheeseburger  
Grilled Chicken Sandwich  
Desserts

#### ***Equipment needed:***

Hood system  
Char Grill  
Flat top griddle  
Refrigerator and Freezer Bases under grill and flat top  
2x Fryers  
2x Panini Grills  
Convection Oven  
Steamer  
Sandwich Prep Cooler  
More draft beer capability

## **CENTER FIELD**

### **PROPOSED MENU/CONCEPT - 4 YEAR CURRENT MENU**

Hot dogs  
Polish sausage  
Snacks  
Frozen treats – lemonade & ice cream  
Non-alcoholic beverages  
Beer  
Add Gourmet Hamburgers grilled to order  
(will need to buy/rent a grill, cooler, and hand washing station)

***Equipment needed:***

A grill, cooler, and hand washing station

### **PROPOSED MENU/CONCEPT - 10 YEAR PLAN**

***Change to: The Farm in Center Field (market look)***

### **PROPOSED MENU**

Fresh salads, sandwiches and panini made with a bounty of Arizona locally grown produce and specialty products. The best of the spring season. Change to a market look, offer cheeses, baguettes, wines by the bottle, and picnic baskets for the out field lawns.

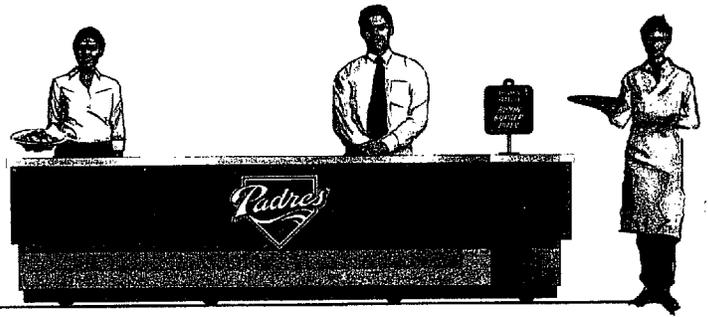
***Equipment needed:***

Refrigerated displays - market looking – for pre-made grab/go  
Farmer's market looking type displays for out front of stand  
2 x Panini grills  
Refrigerated sandwich prep table

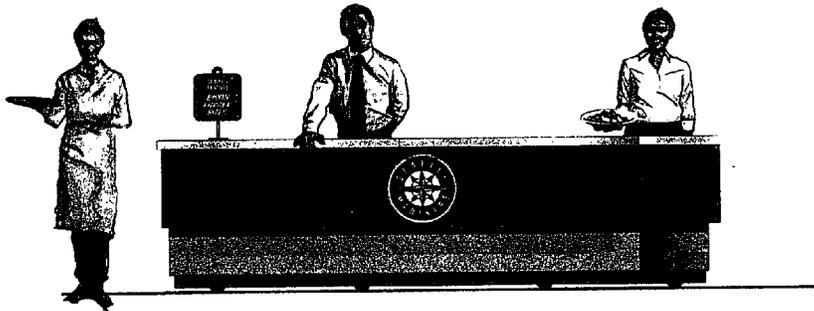
Scale: 1/4" = 1'-0"



**Padres Dimensional Sign**  
Interchangeable logo element -  
mounted to front of concession  
serving station.



**Mobile Concession Station - San Diego Padres Theme**  
Peoria Sports Complex  
Scale: 1/4" = 1'-0"



**Mobile Concession Station - Seattle Mariners Theme**  
Peoria Sports Complex  
Scale: 1/4" = 1'-0"



**Mariners Dimensional Sign**  
Interchangeable logo element -  
mounted to front of concession  
serving station

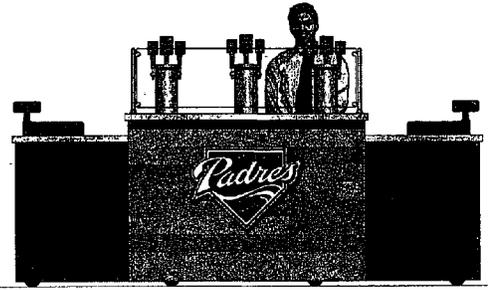


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Scale: 1/2" = 1'-0"



MLB Team Dimensional Storage  
Interchangeable logo element -  
mounted to front of concession  
serving station

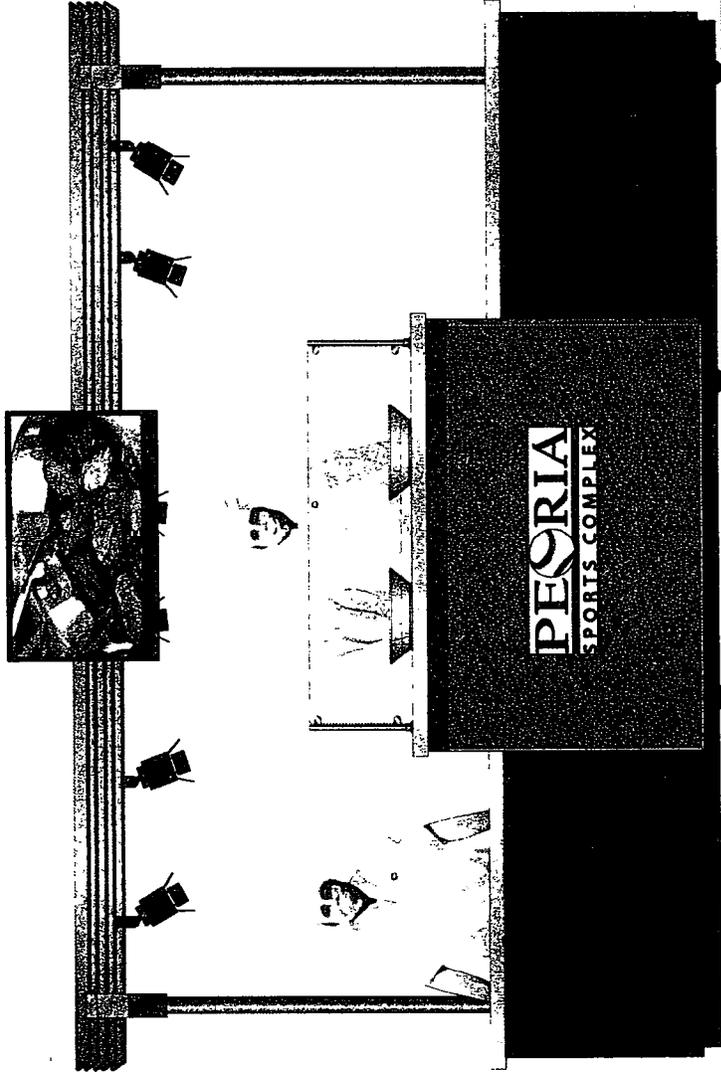


Mobile Concession Station - Seattle Mariners Theme  
Peoria Sports Complex

Mobile Concession Station - San Diego Padres Theme  
Peoria Sports Complex



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## **CONDIMENT STAND MANAGEMENT**

Fans love to have choices particularly when it involves topping their favorite ballpark food item – the hot dog. A condiment cart will now be a topping cart. A fan can top their hot dog with more than just mustard and ketchup. Add diced onions, relish, sauerkraut, sliced jalapeños, pickles, peppers, plus an array of specialty mustards. The new topping carts will increase visibility of sponsorship partners by placing their logos on them. Not only will this support the quality of the product, but it should also improve the opportunity to gain and retain sponsorship dollars.

To maintain cleanliness standards, we will dedicate a NPO team to clean the topping carts. This team would make sure all toppings are filled at all times and counters are continuously wiped down.

## **ALCOHOL MANAGEMENT PLAN**

Societal awareness and concern about alcohol misuse have grown in recent years. Servers can be instrumental in reducing the incidence of guest intoxication, and can be trained to use people skills to relate appropriately to guests and positively influence drinking behavior.

TIPS Training Subject matter includes:

1. How alcohol affects your guests
2. Effective server responses
3. Evaluating cues – rate the guests
4. Evaluating responses – rate the guests
5. Role-playing

Our organization maintains several TIPS trainers. They lead five-hour interactive courses utilizing reference manuals and informational videos. Participants must pass a test at the end with a grade of ninety percent or better to become certified. Employees who fail are not allowed to work in alcoholic beverage serving positions. We describe additional details regarding this vital program in our training documents provided in the attached CD.

## Peoria Sports Complex

Concession Services

### Assumptions

	<u>Year 1</u>	<u>Year 2</u>
Contract Year		
Per Capita Spending	\$ 6.84	\$ 7.05
Projected Attendance	259,169	259,169
Projected Spring Training Attendance	190,000	190,000
Per Capita Spending	\$ 8.25	\$ 8.49

### Sales Development

	\$	\$
Sales		
Concessions Food and Beverage (Spring Training)	\$ 1,352,332	\$ 1,392,902
Concessions Food and Beverage (Non-Spring Training)	205,841	212,016
Catering	46,956	48,364
Catering - Third Base	44,579	45,916
Third Party Subcontractors	118,769	122,332
Other	4,333	4,463
Total Gross Receipts	\$ 1,772,809	\$ 1,825,993

### Pro Forma Result

	%	\$	%	\$
Gross Receipts	100.0%	\$ 1,772,809	100.0%	\$ 1,825,993
<i>Expenses</i>				
Product Cost	19.0%	336,496	19.0%	316,591
Labor Cost	24.4%	432,128	24.4%	445,092
Direct Operating Cost *	8.2%	144,648	8.2%	149,967
Depreciation and Amortization **	4.9%	87,500	4.8%	87,500
Commissions	40.8%	722,920	40.8%	743,822
Total Expenses	97.2%	1,723,691	97.2%	1,773,993
Contribution Margin to Centerplate	2.8%	\$ 49,118	2.8%	\$ 52,001

### Notes

\* - Includes utility contribution of 0.25% of total Gross Receipts

\*\* - Amortization of investment of \$350,000 based on a straight line method over four years

## E • TRANSITION PLAN

Peoria is enriched with many blessings, a great climate, inviting tourism, a community that rightly says it is a great place to live, work, shop and play. In particular it is also known for elevating expectations and no more so than when it comes to Spring Training.

With in mind, Centerplate invites you to contemplate the details we set forth in the following table. These elements underscore why we make a difference to your success in Peoria.

### **Why Centerplate?**

#### **Experience.**

Consider the fans– your fans – we serve: We understand their business objectives, and importantly the nuances to their planning and execution goals. These fans know us and trust us....they can, they do and they are willing to say so.

*“Thanks to you and your group for a very successful outing last Friday. The service was first rate. You guys did a great job. A special thanks to Jessica and the wait staff. They were extremely professional. Good food, good surroundings and a good game – you had all the bases covered. Thanks again.”*

Mark Addler, Fan & A/D Department, Climatec, Inc.

The ensuing transition plan is detailed, as it should be. Our perspective: To continue to please fans and stakeholders you have to get the details right. We are eager to continue our services in the New Year.

ACTION	PERSONNEL
<b>Within 2 Weeks of Selecting Centerplate</b>	
Execute contract	VP Ops, CFO
Detailed contract review w/ Peoria Sports Complex leadership, develop checklist, delegate functions/due dates	VP Ops, GM
Finalize transition plan and operational timeline at PSC	GM, VP Ops
Finalize concession stand concepts, gain City approval, issue rfp's for build out	Director Facility Design, VP Ops, GM
Develop collateral/press releases to announce CP to current/future customers, supplier partners	GM
<b>Within 1 Month of Selecting Centerplate</b>	
Align sales/marketing plan w/Peoria Sports Complex sales efforts	GM, Regional Sales Manager
Provide updated sales forecast thru the end of the fiscal year	GM, Regional Sales Manager
Provide competitive set analysis of local and regional market re collateral, menus, pricing strategies	GM, Regional Sales Manager
Acquire PCS's approval of updated marketing collateral, menus, pricing	GM
Implement sales solicitation plan existing and new business development	GM, Regional Sales Manager
Implement marketing promotional plan to local networking organizations/suppliers	GM
Participate in regularly scheduled meetings to review existing & new business practices	On Site Leadership Team
Award build-out of concession stand/portables	Director Facility Design, VP Ops, GM
Determine equipment and order for concession stands	Director Facility Design, VP Ops, GM
Award contracts for painting and stand refurbishing	Director Facility Design, VP Ops, GM
Finalize uniform package, place order w/specific delivery timeline	On Site Leadership Team
Finalize smallwares package, place order w/specific delivery timeline	GM, Purchasing
<b>Within Two Months of Selecting Centerplate</b>	
Update sales forecast/action plan through the balance of the calendar year	GM
Build out of stand/portables scheduled during PSC downtime	Director Facility Design, VP Ops, GM
Order menu and hours of operations signage for concession stands	Director Facility Design, VP Ops, GM
Prepare menu items for costing, time, temperature and visual appeal	Executive Chef
Set up account codes for new menu offerings	Controller
Review sales opportunities and need time value promotions	Controller, GM
Determine process for f&b product support at allied PSC events	Executive Chef, Regional Sales Manager, Catering Supervisor
Review all subcontractor contracts, provide to PSC for review	GM, Controller
Schedule staff recruitment and training	On Site Leadership Team
Place poster sized pictures of properly attired employee at check-in	Executive Chef, Catering Supervisor
Implement updated training for all catering and concession operations	GM, HR Supervisor
Introduce menus, provide menu sampling for catering and concessions staff	Exec Chef
Review quality standards, HACCP, ServSafe, quality assurance programs	GM, Exec Chef
Photos/cost card of each new menu item reviewed with culinary team and placed in binder	Executive Chef
Photos/cooking method for each item in each stand stand affixed to prep areas	GM, Exec Chef
Schedule new menu tasting with PSC staff	On Site Leadership Team
Review Customer Focus program, train the Trainer, schedule staff orientation	On Site Leadership Team
Test all equipment upon receipt	Concessions Supervisor, Exec Chef
Schedule 'wet run' of new menu and equipment prior to opening day	On Site Leadership Team
<b>New Contract Begins</b>	
Deliver	All



# CONTRACT AMENDMENT

## Materials Management Procurement

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

Solicitation No: P09-0035 Page 1 of 3  
Description: Concessionaire Services for Peoria Sports Complex  
Amendment No: One (1) Date: April 20, 2011

Buyer: Christine Finney

- A. The Contract Scope of Work is hereby amended to include the Sports Complex Practice Fields.
- B. The following outlines Centerplate's and the City of Peoria's understanding for food and beverage concessions services at Peoria Sports Complex Practice Field locations:
- Centerplate will begin operation in the practice fields on May 1, 2011 until April 30, 2012. At the conclusion of the term, both parties will meet to evaluate the operation. The practice field contract will continue as long as the stadium is valid, based on mutual consent. The practice field operation may be cancelled, with ninety (90) days written notice, by either party.
  - Centerplate agrees to open the two operations at times that will maximize revenue in the stands and will maintain proper staffing levels.
  - Centerplate will operate the Practice Fields under the terms of the current contract stated in Contract signed November, 2009 and with the additional scope of work items on page 2-3 of this amendment.
  - Commission terms: Non-spring Training rates as a paid commission on percentage of gross receipts (net of tax) for Non-Spring Training Events of 22% on all revenue.

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

*[Signature]*

4-20-2011  
Date

MICHAEL E. DUBEY  
Regional Vice Pres.

Centerplate  
Company Name

9449 Friant Road  
Address

SAN DIEGO  
City

CA  
State

92108  
Zip Code

Attested by:

*[Signature]*  
Wanda Nelson, City Clerk

*[Signature]*  
Director: Jeff Tyne, Community Services Director

*[Signature]*  
Department Representative: Chris Eason, Sports Complex Operations Supervisor

Ellen Van Riper, Assistant City Attorney

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

The above referenced Contract Amendment is hereby Executed  
May 10 2011 at Peoria, Arizona.

*[Signature]*  
Herman F. Koebergen, Materials Manager



CC Number

ACON67209A  
Contract Number:

Official File

City Seal

A CON 67209A



## CONTRACT AMENDMENT

Solicitation No: P09-0035 Page 2 of 3  
Description: Concessionaire Services for Peoria Sports Complex  
Amendment No: One (1) Date: April 20, 2011

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- 5) The menus, brands, and prices of all products sold by Centerplate shall be determined by the City of Peoria and Centerplate, prior to start of services, in a manner consistent with the requirements of all applicable federal, state, county and municipal laws and ordinances.

### C. Additional Practice Field Scope of Work:

- 1) Concessionaire will have exclusive Practice Field concession rights for events listed on the 2011 Peoria Sports Complex Schedule. Any events not listed may be added at the City's sole discretion on an "as needed" basis.
- 2) Concessionaire shall obtain and be responsible for all licenses involved with such operation. The City of Peoria currently holds retail licenses for both buildings/stands located adjacent to the practice fields and which will be used by the concessionaire during the term of this agreement.
- 3) Due to City of Peoria agreement with the Padres and Mariners, Concessionaire must offer same menu, prices and quality of service at each stand.
- 4) Concessionaire will be responsible for any and all improvement to the practice field concessionaire buildings. Such improvements must be approved by the City of Peoria.
- 5) Concessionaire shall provide and maintain all operating equipment utilized on the premises utilized by the Concessionaire under the terms of this agreement. This is to include cash registers at all points of sale.
- 6) Concessionaire shall provide a sales report to the City of Peoria after each event. These reports are due within three (3) business days of the last scheduled day of the event. The report shall be submitted in an electronic format acceptable to the City. The report shall look the same and include the same information as the reports that are submitted for any stadium events that the concessionaire is open for. There must be a running revenue total that appears on the report for all non-Spring Training events.
- 7) Concessionaire will be responsible for the upkeep and daily cleaning of the buildings/stands throughout the use period. Standards must meet or exceed those established by the State of Arizona.
- 8) At the conclusion of the use period, Concessionaire will be responsible for returning the buildings/stands to their original condition. Any building damages will be paid for by the Concessionaire.
- 9) Concessionaire shall propose a menu, with pricing, prior to Feb. 1st of each year. All listed menu items, and associated prices, must be approved by the City of Peoria.
- 10) All food and beverage revenues collected for Practice Field events will fall under the non-Spring Training revenue commission structure.



## CONTRACT AMENDMENT

Solicitation No: P09-0035 Page 3 of 3  
Description: Concessionaire Services for Peoria Sports Complex  
Amendment No: One (1) Date: April 20, 2011

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Buyer: Christine Finney

- 11) Any catering for events at the Practice Fields will be with the knowledge and consent of the City of Peoria and will be subject to the same percentage (20%) of gross sales that occurs for stadium catered events.
- 12) The City of Peoria will provide keys allowing access into the facility throughout the use period.
- 13) The City of Peoria will provide trash containers at each stand.
- 14) Concessionaire is responsible for the removal of all Concessionaire generated trash on a daily basis. The City of Peoria has an 8 yard trash container at all times and a recycling compactor available for concessionaire use.
- 15) The City of Peoria will provide and pay for all utilities utilized by Concessionaire at the buildings/stands during the term of this agreement exclusive of any damage caused by the Concessionaire to said utilities or applicable equipment.
- 16) The City of Peoria will provide screens or insect fans at the Concession stands to comply with Maricopa County Health Department Regulations.
- 17) The City of Peoria will agree to do an extension of premise of the current stadium liquor license, thus extending the right to serve alcohol for certain Practice Field events. The City will determine what events will be permissible for the Concessionaire to serve alcohol. All licenses, liability insurance and permits required by the State are the responsibility of the Concessionaire. The Concessionaire will submit to the City copies of all of the above and post all permits in the concession stands.
- 18) Concessionaire must have a Certified Food Manager (from Environmental Health Division) who will oversee the concession operations.
- 19) All food service workers must have current Food Service Worker Cards (from Environmental Health Division).
- 20) No on-site storage of any vehicles, trailers, carts, stands etc. without City of Peoria permission. Concessionaire shall remove any and all supplies and equipment, if requested, for any events not covered under the contract.