

Salt Lake City Corporation

Request for Proposal, RFP No. SLCI22046

**FOOD & BEVERAGE CONCESSIONS AT
VARIOUS CITY GOLF COURSES**

Golf Division

Specification No. PK024, Contract No. 59-6-22-3453, Rev. January 4, 2022/jm/kh

INFORMATION & REQUIREMENTS

I. OBJECTIVE.

Salt Lake City Corporation (the “City”) is soliciting competitive sealed proposals from qualified companies/individuals to provide food and beverage concessionaire services at various City Golf Course locations. Services shall include daily food and beverage service, as well as food and beverage services for tournaments and non-golf group events. The City intends to contract with one or more concessionaires that offer a full range of high-quality food and beverage services for the golf course locations listed below.

Bonneville Golf Course / 18-hole course / 954 S. Connor, Salt Lake City
Forest Dale Golf Course/ 9-hole course / 2375 South 900 East, Salt Lake City
Glendale Golf Course / 18-hole course / 1630 West 2100 South, Salt Lake City
Rose Park Golf Course / 18-hole course / 1386 North Redwood Rd, Salt Lake City
Nibley Park Golf Course/9-hole course/2780 South 700 East, Salt Lake City

Offerors may provide a proposal to provide services to one, multiple, or all locations listed above. After review and ranking of the proposals, the City will determine what offers are in the City’s best interest. The City may, at its sole discretion, offer additional food and beverage concessions at other golf courses to any selected concessionaire during the term of the resulting agreement, subject to mutual written agreement of the concession fees and other terms for each new concession added to the agreement.

The City reserves the right to reject any or all proposals received in response to this RFP and may re-advertise for new proposals.

This RFP solicitation is designed to provide interested offerors with general information and is not intended to limit a proposal’s content or exclude any relevant or essential offerings. Offerors to this solicitation are encouraged to expand upon the specifications to demonstrate service capability.

Services under the resulting contract(s) are intended to start as soon as possible or at the latest on or about March 1, 2022.

II. BACKGROUND.

It is the City's intent to contract with Concessionaire(s) who are able to provide a year-round restaurant operation (however off-season is optional) at these courses to provide a variety of high-quality food and beverages for sale to the public. Such services shall include furnishing café-style food and beverage menu items that are popular with golfers and the general public. Café-style foods are described as hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, and other pre-packaged goods) and fountain soft drinks and related beverages. Services shall also include beer service and sales, subject to the restrictions of any applicable state or local statutes presently enacted, or which may be enacted in the future. Tobacco products are ***not allowed*** to be sold at any City golf course location. In addition to café-style food service and items, the selected Concessionaire shall provide banquet services for special events such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services should offer a variety of high-quality, full-course and light-course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with the City.

Concessionaire shall operate an "on-course" food and beverage house, if available or provide a snack and beverage cart service during league and group events or when there are at least 50 golfers on the course during the months of May through August. Concessionaire is expected to coordinate snack and beverage cart services with City on a daily basis to determine if services are needed to ensure consistency and quality service to golfers and the public.

Generally, during the Golf Season of March 1 through October 31, Concessionaire shall operate the café with full services from dawn until dusk, opening no later than the first scheduled tee time, and any exception to such hours of operations must be approved by the Head Professional or his designee. Concessionaire may operate the café during the Off-Season months, November 1 through February 28 (or 29). If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation. Concessionaire is expected to communicate with the City on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public.

The selected Concessionaire is expected to provide an inviting atmosphere with facilities that are attractive and appealing to golfers and the general public.

Concessionaire shall not prohibit individual golfers or individual members of the community from bringing their own food and/or non-alcoholic beverages onto the golf course. No signage shall be posted, or action taken against individual golfers or the general public. Concessionaire may prohibit private food and beverage in the café dining room, banquet room and patio seating areas, and may prohibit group events from providing their own food and beverage on the golf course or within the café dining area or patio seating areas. Any exception to this policy prohibiting group events from bringing their own food and beverage must be approved in advance by Concessionaire.

Concessionaire shall include a marketing strategy to promote the café to golfers, neighboring residents, motorists, area businesses, group golf events, non-golf events, menu specials plan, food and golf packages, etc. for each golf course location included in their proposal. City may allow

Concessionaire to display permanent café signage on or near the golf course entrance signage, however, Concessionaire shall be responsible for signage costs and installation. Signage shall be coordinated and approved by City prior to installation. The Concessionaire shall be expected to meet with City at the beginning of each year to review marketing strategy, to discuss any concerns, priorities and goals for the upcoming year.

Golf Course Clubhouse Locations. The City desires the selected Concessionaire to operate a food and beverage concession at the restaurant areas located at the clubhouse at the following Golf Course Locations:

- A. Bonneville Golf Course** - located at 954 S. Connor, Salt Lake City
The Premises consist of the following:

 1. Kitchen area measuring approximately 20' x 12'-8".
 2. Storage room measuring approximately 5'-6" x 8'-8".
 3. Snack bar area measuring approximately 25'-6" x 23'.
 4. Dining area measuring approximately 23'-6" x 23'.

- B. Forest Dale Golf Course** - located at 2375 South 900 East, Salt Lake City
The Premises consist of the following:

 1. Kitchen area measuring approximately 242 sq. ft.
 2. Shared basement storage area measuring approximately 449 sq. ft.
 3. Preparation area measuring approximately 113 sq. ft.
 4. Dining area measuring approximately 621 sq. ft.
 5. Shared public-use meeting room where concession services may be provided measuring approximately 976 sq. ft.
 6. Covered patio seating area measuring approximately 600 sq. ft.

- C. Glendale Golf Course** - located at 1630 West 2100 South, Salt Lake City
The Premises consist of the following:

 1. Kitchen and storage area measuring approx. 18 ft. x 23 ft.
 2. Snack bar area and dining measuring approx. 22 ft x 40 ft.
 3. Meeting room may be utilized as part of dining room 20 ft. x 22 ft.

- D. Rose Park Golf Course** - located at 1386 North Redwood Rd, Salt Lake City
The Premises consist of the following:

 1. Kitchen area measuring approximately 300 sq. ft.
 2. Storage room measuring approximately 105 sq. ft.
 3. Counter area measuring approximately 132 sq. ft.
 4. Dining area measuring approximately 720 sq. ft.
 5. Service area measuring approximately 240 sq. ft.

- E. Nibley Park Golf Course** – located at 2780 South 700 East, Salt Lake City
The Premises consists of the similar areas to those above at the other courses and will be available for inspection by offerors at the RFP conference and site visits.

Estimated Course Volume

The following table reflects the volume of rounds of golf sold at each course for the past year.

	Bonneville	Glendale	Forest Dale	Nibley	Rose Park	Total
July	12,294	10,948	6,561	6,284	5,995	67,784
August	11,131	10,147	6,561	5,905	6,943	63,777
September	9,043	10,524	5,888	4,773	5,906	56,561
October	8,024	8,055	4,562	3,864	4,920	40,280
November	3,869	4,218	2,218	1,676	2,917	17,365
December	813	1,154	571	346	788	3,672
January	0	2,221	510	649	866	4,246
February	0	1,638	0	507	980	3,125
March	4,358	5,982	2,497	2,141	4,882	19,860
April	9,569	9,162	4,626	4,229	7,897	42,451
May	13,675	12,352	6,803	5,896	8,395	66,488
June	12,766	11,947	6,463	5,842	7,565	69,947
Total 2021	85,542	88,348	47,260	42,112	58,054	455,556

Additional Information

The following information applies to all golf course locations listed in this RFP:

A. Dates of Operation:

“**Golf Season**” - March 1 through October 31 of each year

“**Off-Season**” - November 1 through February 28 (or 29).

B. Hours of Operation:

“**Golf Season Hours**” - **March 1 through October 31.** To ensure consistency and quality service to the public, Concessionaire shall operate café, at a minimum, on the same days and during the same hours of operation as the golf course. Concessionaire shall coordinate hours of operation with the Head Professional. As a general rule, City anticipates that these hours of operation will be from dawn until dusk.

“**Off-Season Hours**” - **November 1 through February 28 (or 29).**

Concessionaire may operate café during the Off-Season. Concessionaire shall coordinate hours of operation with the City. If Concessionaire does not operate the café during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation.

C. Financial Arrangement/Concession and Other Fees.

Each month of the **Golf Season** the selected Concessionaire shall pay concession fees to the City according to the agreed Schedule of Fees set forth and described in Exhibit “B” of the resulting agreement. (Note: See Exhibit “B” of the attached Sample Agreement). “**Gross Sales**” is defined as the total amount of sales, less applicable taxes.

Concessionaire may provide services during **Off-Season** months, November 1 through February 28 (or 29). Concessionaire shall not be required to pay the City a Percentage of Gross Sales Fees during Off-Season months.

The selected Concessionaire shall be required to provide a recap of each day's sales at each location for each month of the Golf Season and Off-Season months on a Financial Reporting form or other City approved reporting form. Recaps will be due by the 15th of each month. The Concessionaire will also submit an annual recap of sales for the Golf Season, by month, to the City by November 15th.

In addition to the concession fees described above and set forth in the fee schedule in Exhibit "B" of the Sample Agreement, Concessionaire shall pay the other fees as described in Exhibit "B" and any other fees not specified in the Agreement but necessary for the function of the concessions.

D. Existing equipment.

The selected Concessionaire has the opportunity to utilize the existing equipment, furnishings, and other incidental items that are available at the courses. An inventory list of existing equipment at each location will be provided and equipment will be available for inspection at the pre-proposal site visits.

E. Maintenance and Repairs.

The selected Concessionaire, at its own cost and expense, shall be responsible for the maintenance and repair of all fixtures and equipment with the exception of the physical building, air management systems and utility connections. Exceptions shall be voided, and Concessionaire shall be responsible for any damage that is a result of Concessionaire's use, misuse or abuse. The selected Concessionaire shall keep and maintain the Premises and all improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and shall not commit or allow waste or a state of disrepair with respect to any portion of the Premises. The selected Concessionaire may have use of the existing equipment on Premises, and in turn, Concessionaire shall, at its cost, replace any and all equipment as needed. The City may inspect all buildings, fixtures, and equipment at any time and shall notify Concessionaire in writing if maintenance or repairs are needed.

It will be the responsibility of the selected Concessionaire to ensure that all furnished equipment functions properly with the utility access provided.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 7 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional selection.

For policies in Paragraph 7 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days “Notice of Cancellation to a Third Party” or 30-days “Notice of Material Change to a Third Party.” A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days notice if the reason for the cancellation is non-payment of premiums)

IV. PRE-PROPOSAL CONFERENCE AND SITE VISITS

Site Visits. A pre-proposal conference and site tour for all five (5) Golf Course locations will be held prior to the proposal due date. The site tours include a “walk through” to provide Concessionaires an opportunity to inspect the facilities and equipment, and to answer questions. An inventory of equipment for each location will be available during this meeting. Representatives will be available following the site tour to answer any questions about operations, facilities, equipment and future plans.

The pre-proposal conference and site tours shall start at Bonneville Golf Course at **9:00 a.m. on Wednesday, February 2, 2022.** The time schedule for all locations are as shown below. All interested concessionaires should be in attendance. The purpose of the conference and site tours shall be to clarify any questions regarding these specifications. If necessary, following the conference, a written addendum shall be issued. Questions not submitted prior to or at the conference shall not receive a written response.

Bonneville (954 Connor Street) 9:00 a.m.
Forest Dale (2375 S 900 E) 10:30 a.m.
Nibley Park (2780 S 700 E) 11:30
(lunch break 12:30)
Glendale (2100 S 1630 W) 1:30 p.m.
Rose Park (1386 N. Redwood Rd) 2:30 p.m.

V. PROPOSAL SUBMISSION

Submission Deadline: **10:00 a.m., Wednesday, February 16, 2022.**

Proposals received after this deadline will not be considered. **Please do not include all pages of this RFP document with your response. Include only the response sections described below:**

PROPOSAL CONTENT

- Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the offeror contractually.
- Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**. Please follow the instructions provided there.

ELECTRONIC SUBMISSION (REQUIRED)

Upload your cover sheet and response document as described above, compiled primarily into a ***SINGLE PDF file**, to the Utah Public Procurement Place website. See Paragraph VI below for the U3P website and registration information. Proposal must be uploaded, and the electronic

submission completed by the time and date specified. (*Other uploaded documents such as an exceptions document, declarations of confidentiality, or other reference documents related to the primary response criteria are allowed but should be minimal)

MORE INFORMATION FOR ELECTRONIC SUBMISSIONS:

Responses through the U3P website require uploading of electronic attachments. The U3P site will accept a variety of document types such as Word, Excel, and PDF attachments but not all. You MAY NOT submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your response to be deemed as "non-responsive". After uploading your response file, offerors MUST go to "Review and Submit" and click "SUBMIT RESPONSE" to complete the process.

Please allow sufficient time to complete your initial registration, any online forms and upload documents. The solicitation will end at the closing time published. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

Even after an offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed on the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website.

VI. REGISTER FOR NOTIFICATION OF BID OR RFP ADDENDA and ELECTRONIC SUBMISSION

It is the bidder's/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents. Registration is also required for electronic submission.

Bidder/offeror must complete a one-time registration by providing their company information through the Jaggaer (formerly SciQuest) Utah Supplier Portal (U3P website). Click this link: [Supplier Login/Join SciQuest Supplier Network](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place](https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah) (U3P) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, to search and select any Bid or RFP project listed, log-in, download the project documents, ask questions, confirm an intent to respond, and respond to solicitations published there. Failure to register and log-in with an intent to respond to a Bid or RFP constitutes an automatic waiver of bidder's/offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

VII. QUESTIONS AND CLARIFICATION

If offerors have questions, need clarification of provisions, or think the City has omitted anything from this Request for Proposal (RFP) which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall submit questions or input in writing as set forth below.

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the offeror orally. All questions requesting clarification or interpretation of any section or sections of this RFP must be submitted online through the Q & A Board for this solicitation on the U3P website prior to **10:00 am, Wednesday, February 9, 2022**. Website links are shown in Section VI above.

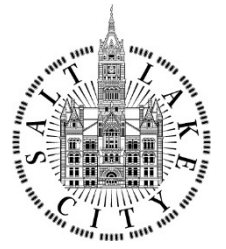
Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the RFP document(s), the City will issue a written addendum. Any Q & A information and/or written addendums issued by the City shall be available for interested offerors to view or download through the U3P website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify offerors who violate this Paragraph.

The City's **designated contact person** for additional information concerning the RFP, or for Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Karl Harward** in the Purchasing and Contracts Management Division: telephone (801) 535-6451; TDD (801) 535-6021; e-mail (karl.harward@slcgov.com).

ATTACHMENT 1

Proposal Response Cover Sheet RFP No. SLCI22046 PROPOSAL FOR FOOD & BEVERAGE CONCESSIONS AT VARIOUS CITY GOLF COURSES



TO: Salt Lake City Corporation
Chief Procurement Officer
Purchasing & Contracts Division

The undersigned, having carefully read and considered the Request for Proposal to provide **FOOD & BEVERAGE CONCESSION AT CITY GOLF COURSES** for the Golf Division, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal. By signing and submitting this proposal, Offeror acknowledges that it has viewed all materials in the U3P website for this solicitation, including any addenda to this RFP.

CONCESSIONAIRE

Company Name: _____

Doing business as: [] **an individual** [] **a partnership** [] **a corporation** [] **a limited liability company** (*mark appropriate box*), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

Email Address _____

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON NEXT 6 PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

FOOD CONCESSION AT VARIOUS CITY GOLF COURSES

Instructions: When preparing proposals, reply to each of the following proposal content & evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

- A. A statement of the firm's qualifications and detail your experience providing the type of services requested herein. Include a general overview and history of your company, number of years in business, number of employees, location of your business headquarters, type of business, names of the firm's chief officers, and where you do business.
- B. A copy of the most current financial statement of offeror.
- C. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Include the name and resume of the individual or individuals who would manage and supervise the concession operation and describe the extent of their daily involvement with the actual operation of the concession.
- D. Provide at least three (3) references detailing your experience in providing the type of services requested herein for similar customers, with dates of performance, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- E. Is your company currently involved in arbitration and/or litigation for any reason? If so, please elaborate.
- F. Has your company ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- G. Submit a written statement concerning your ability to provide the insurance coverages described in Paragraph 7 of the attached Sample Agreement. If you intend to use a vehicle in connection providing the services requested herein, state your intention to provide the vehicle insurance identified in Paragraph 7.B(4) of the attached Sample Agreement.
- H. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT

Provide responses to the following:

- A. Identify the golf course locations for which your company is proposing to provide concession services. Proposals may include services for one course, multiple courses or all of the courses described in this RFP.
- B. A description of your proposed approach to providing the concessionaire services that includes each of the following:
 - 1. A detailed description of the services and type of serving arrangement which the offeror proposes to provide. (e.g., grill, café, table service, quick service, serve-yourself, uniformed servers, type of atmosphere, etc.).
 - 2. An overview of the type of food and beverages which will be offered for sale including a sample menu which includes proposed pricing for all food and beverage items.
 - 3. A detailed description of all furnishings and equipment which the offeror proposes to provide. (Example: walk in freezers, ice machine, appliances, type of dinnerware, serving equipment, service bar or bars, furnishings, tables, chairs, stools, menus, tablecloths, etc.)
 - 4. A description of food services which would be offered to sponsors of group and other special events (i.e. tournaments and other group events), including pricing schedules for different menu offerings.
 - 5. A written statement on how you propose to work with the pro shop to effectively promote, organize and deliver food and beverage services for tournaments and special groups.
 - 6. A written statement describing your customer service approach and your intent to seek customer feedback to ensure customer satisfaction.
 - 7. An on-course food and beverage house and/or snack and beverage cart operations plan.
 - 8. A drawing which illustrates a proposed floor plan for the concession area.
 - 9. A description of your company's décor plan, which should include golf, sports memorabilia and golf course historical items, or another décor theme the Concessionaire believes will maximize revenue and customer satisfaction.
 - 10. A statement concerning the acceptance of credit cards for services at the concession.
 - 11. A statement of your intent to sell alcohol beverages and the extent of training and/or certification of your proposed concession staff and management for state

of Utah mandated alcoholic beverage serving training. (The sale of alcoholic beverages by the selected offeror will be subject to all applicable laws, ordinances and regulations.)

12. The City owns all existing equipment at the courses that the selected concessionaire can use to operate the café. The selected concessionaire may, at its option, replace any of the equipment with their own equipment. Provide a statement of your intentions to replace any existing City equipment with your own equipment.
 13. Describe the marketing plan/strategy you intend to use to increase revenue and promote the café at each Golf Course location included in your proposal.
 14. A proposed transition plan/strategy to assume the operation of the concession at the commencement of the resulting agreement.
- C. Provide a statement of estimated market or investment value of proposed furnishings and equipment you intend to provide at each location included in your proposal.
- D. The Golf Division is interested in obtaining information on the following:
1. Potential Capital Improvement Projects. Include in your proposal whether your firm has any interest in negotiating with the City on a capital cost-sharing partnership plan of food and beverage facility improvements. Include whether your firm has any ideas or recommendations for any other food and beverage-related capital improvement projects at the locations included in your proposal.
 2. Provide an investment value of any proposed capital improvement projects listed in your proposal.
- E. If you intend to provide after-hours restaurant services, please provide a detailed description of the type of serving arrangement which you propose to provide; a sample menu with proposed prices; and any additional furnishings, equipment, and capital improvements that you propose to provide. (*Note: Offering after-hours restaurant service is optional*)
- F. Off-Season Services (optional). Provide a statement of interest in operating during Off-Season months. Include a description of the food and beverage service to be offered, times and dates of operation and other offered amenities. Include a proposed method of covering costs of operation (snow removal, and utilities and other costs stated in Exhibit “B”)
- G. Interest in Catering Services for City Events (optional). Occasionally City departments, divisions, and City related councils and commissions have need for catering services at locations other than the City’s golf courses. Catering services for these City events would be non-exclusive and would be separate from golf facilities and operations. Providing catering service would require the selected offeror to prepare catering food and beverages at facilities that are not located on golf course premises, or on any other City property or

facility. If your company would be interested in having the option of providing catering service to City agencies on an on-call, non-exclusive basis, include a statement of interest.

- H. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your company that may be related to or helpful to a food and beverage concession at a golf course.

III. PROPOSED FINANCIAL ARRANGEMENT

The City requests that Concessionaire propose a financial arrangement that includes the following components:

- A. **GOLF SEASON.** The selected offeror shall pay City a monthly concession fee for all Golf Season months. The concession fee shall be calculated as a Percent of Gross Sales for each Golf Season month. "Gross Sales" means total sales exclusive of sales tax.

Provide an offered **Percent of Gross Sales** to be paid to City each month of each year in the table below, for each course you are interested in servicing. You may provide different percentages for different courses if you are offering to contract for more than one golf course.

For each course, provide a table showing your offered percentages of gross sales to be paid to the City. The table should be similar in format to the example shown in the attached Sample Agreement, Exhibit "B."

OFF-SEASON. Concession fees may be required year-round depending on negotiations with the selected offeror for off-season operations.

- B. Financial Requirements and Other Fees.
Provide a written statement acknowledging your agreement, if awarded the resulting agreement, to pay the fees stated under "**Other Fees**" described in **Section II of Exhibit "B" of the Sample Agreement.**

Offerors are advised to read **Section I and II of Exhibit "B" of the attached Sample Agreement** for information regarding financial requirements and other fees.

IV. OTHER REQUIRED INFORMATION & MATERIALS

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Section V of Attachment 2, General Proposal Instructions & Information.** **However, any exceptions submitted may render the submission as non-responsive to the requirements listed.** Include a response to this item stating whether you have, or have not, included any exceptions.
- B. Interest in sustainability, recycling, and other environmental matters. The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe

any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.

- C. **City Ethics Requirement.** Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, or marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

- D. Suppliers are hereby informed of the City's requirement to comply with [Utah Code Title 63G Chapter 12](#), which requires a contractor to register and participate in the [federal Status Verification System](#) to enter into a contract for services with a Utah public agency. Please state whether your firm is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your firm is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional award from this solicitation.
- E. Interest in Benefit Corporation and Benefit LLC designations. The City has an interest in doing business with suppliers that have received the Benefit Corporation or Benefit LLC designation from the State of Utah. The "Benefit" designation is for corporations and LLCs that want to consider society and the environment in addition to profit in its decision-making process. Benefit Corporations/LLCs are different from traditional Corporations/LLCs in their purpose, accountability and transparency. The purpose of a Benefit Corporation/LLC is to create public benefit, which is defined as a material positive impact on society and the environment. Please state whether your firm has received the "Benefit" designation, and if so, please attach a copy of your annual benefit report to your proposal. Information about these designations may be accessed at:
Benefit Corporation: <https://corporations.utah.gov/business/bc.html>
Benefit LLC: <https://corporations.utah.gov/business/blc.html>

ORAL INTERVIEWS AND SITE VISITS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONTRACTORS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH C ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Jaggaer (formerly SciQuest) Utah Public Procurement Place (U3P) website at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form of the attached **SAMPLE AGREEMENT** (*ATTACHMENT 3*) which shall be the basic form used to develop the final agreement.

- Signature on the *Proposal Cover Sheet* acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If you have questions or concerns about any provision, please contact the City as directed in Section VII (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS.

II. PREPARATION OF PROPOSALS

- Failure to Read.** Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- Cost of Developing Proposals.** All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. If you have questions or concerns about any provision, please contact the City as directed in Section VII (Questions and Clarification) of the RFP INFORMATION &

REQUIREMENTS. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Purchasing & Contracts Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure to Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** The City shall be the sole determiner of the acceptability of any exception.

Exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

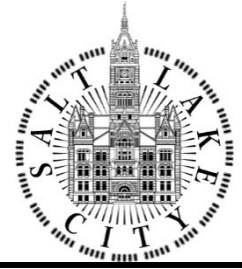
All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of business confidentiality containing a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. If the offeror makes a claim of business confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror’s proposal, and will not consider a claim of confidentiality, unless the offeror’s claim of confidentiality is made in a timely basis and in accordance with GRAMA.**

VII. GOVERNING CODE AND RULES

The City’s procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

ATTACHMENT 3

SAMPLE AGREEMENT



The Sample Agreement will be subject to review and modification by the City Attorney's Office.

CONTRACT NO. 59-6-22-3453

Rev. /_

SAMPLE AGREEMENT

FOOD & BEVERAGE CONCESSIONS AT VARIOUS CITY GOLF COURSES

FOR THE SALT LAKE CITY GOLF DIVISION

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation ("City"), and Ø, a _ ("Concessionaire"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. City is the owner and operator of the golf courses specified in this Agreement.
2. Concessionaire desires to operate food and beverage concessions in the restaurant areas located at the clubhouses at the specified golf courses for City's Golf Division.
3. City desires to engage Concessionaire for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Concessionaire shall operate a food and beverage concession in each restaurant area located at the clubhouses at the golf courses specified for City's Golf Division as described in Exhibit "A" for an initial term of 5 years commencing as of the date of this Agreement. Concessionaire may extend this Agreement for five (5) additional one-year terms, renewable on an annual basis, subject to prior written approval by the City and completion of a mutually agreed to amendment setting forth the monthly fees to be paid by Concessionaire to City during the extended 5-year term. Unless otherwise agreed to by City, Concessionaire shall provide written notice of term extensions to City by regular mail at least sixty (60) days before the expiration of the original term of this Agreement.

A. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

B. City reserves the right to extend, amend or renegotiate this Agreement in order to facilitate any future construction and/or remodeling of the clubhouse or other facilities including snack houses. City shall provide Concessionaire with six (6) month written notice of its intent to extend, amend or renegotiate this Agreement to facilitate any construction or remodeling of any capital improvement projects.

2. Concessionaire shall have exclusive right to sell food and beverages on grounds, buildings and facilities (the "Premises") specified by City at the specified golf courses during the term of this Agreement. Said food and beverage concession shall consist of the services and requirements listed in Exhibit "A", Scope of Work, attached and incorporated by reference.

3. City may, at its sole discretion, offer additional food and beverage concessions at other golf courses to Concessionaire during the term of this Agreement, subject to mutual written agreement to the concession fees and other terms for each new concession added to this Agreement. The parties may amend the term of this Agreement as necessary to accommodate the addition of any such new concessions without altering the contract term for the original concessions.

4. For such concession rights, Concessionaire shall pay City those fees stated on Exhibit "B", Schedule of Fees, attached and incorporated by reference.

5. For such consideration, Concessionaire shall furnish all manpower, equipment and furnishings to complete the requirements and conditions of this Agreement, except as otherwise identified in this Agreement.

6. The following indemnification requirements apply to this Agreement:

A. Contractor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentional, reckless, or negligent performance hereunder. Contractor's duty to defend City shall exist regardless of whether City or Contractor may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Contractor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Contractor's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Contractor. City has no responsibility for any equipment maintenance, or for Contractor's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

7. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Concessionaire shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Concessionaire shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Concessionaire hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days’ prior written notice to City or 10 days’ prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Concessionaire, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Workers’ compensation and employer’s liability insurance sufficient to cover all of Concessionaire’s employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Concessionaire shall require its subcontractor(s) similarly to provide workers’ compensation insurance for all of the latter’s employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City’s own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL

insurance policy and an excess insurance policy. The policy shall protect City, Concessionaire, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Concessionaire's operations under this Agreement, whether performed by the Concessionaire itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for Premises operations, acts of independent contractors, and completed operations.

(3) Concessionaire shall procure and keep in force fire and extended coverage insurance upon its betterment and improvements to the property, furniture, furnishings, fixtures, and equipment to the full insurable value of same and shall furnish City with evidence that such coverage has been procured and is maintained in full force and effect during the term of this Agreement.

—IF A VEHICLE WILL BE USED IN PROVIDING SERVICE—

(4) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with City as an additional insured, in the minimum amount of a combined single limit of \$1,000,000 per occurrence OR \$500,000 Liability per person, \$1,000,000 Liability per occurrence, and \$250,000 Property Damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

—OR, IF NO VEHICLE WILL BE USED—

(4) Concessionaire shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Concessionaire agrees not to operate a vehicle in connection with services rendered under this Agreement, City shall not require Concessionaire to provide commercial automobile liability insurance.

(5) Dram Shop Liability insurance providing coverage for any and all liability pursuant to the distribution and use of alcohol on the subject property, in the minimum amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence with City as an additional insured.

8. Concessionaire shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Concessionaire shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

9. Concessionaire shall pay on or before the date due all taxes, assessments or charges which during the term hereof may become a lien upon or be levied by the State, County, City or other tax levying body on all personal property of Concessionaire located upon and all improvements made to the Premises by Concessionaire in connection with Concessionaire's use and occupancy thereof, and upon the possessory interest of Concessionaire in the Premises, which shall specifically include, but not by way of limitation, taxes levied under Section 59-4-101, Utah Code, as amended, if applicable.

10. City may, without prejudice to any right or remedy, terminate this Agreement for cause in the event Concessionaire fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after thirty (30) days written notice from City of such default or breach. If Concessionaire is declared to be bankrupt or insolvent according to law, or if any assignment of its property is made for the benefit of creditors, then in either of said cases or events this Agreement may be terminated and City may, at its option, immediately or at any time thereafter, without demand or notice, enter into, and upon, the Premises or any part thereof, and repossess the same, and expel said Concessionaire and those claiming by, through, or under it, and remove its effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of concession fees or preceding breach of covenant.

11. This Agreement shall be subject to termination, in whole or in part, by Concessionaire under the following conditions:

A. City's cessation of use or abandonment of any golf course covered by this Agreement.

B. The default of City in the performance of any material covenant contained in this Agreement to be performed by City and the failure of City to remedy its default, for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the default.

C. Concessionaire may cancel this Agreement with sixty (60) days prior written notice to City for reasons of Concessionaire's financial duress which City may verify by an examination of Concessionaire's records in accordance with generally accepted auditing standards (GAAS). City may require that Concessionaire show a net loss during the past four (4) months of operation to establish financial distress.

12. If the Agreement is canceled or terminated as provided herein, Concessionaire shall pay City the amount due on a pro rata basis as calculated by City.

13. Concessionaire, for itself, its successors and assigns, as part of the consideration provided under this agreement, covenants that no person shall be excluded from participation in, denied the benefits of, or be otherwise subject to unlawful discrimination in the furnishing of services hereunder on the grounds of race, color, national origin, age, sex, religion, disability, sexual orientation or gender identity, unless the characteristic in question is a bona fide occupational qualification.

14. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Concessionaire represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

15. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“GRAMA”). All materials submitted by Concessionaire pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Concessionaire. Any materials for which Concessionaire claims a privilege from disclosure shall be submitted marked as “Business Confidential” and accompanied by a concise statement of reasons supporting Concessionaire's claim of business confidentiality. City will make reasonable efforts to notify Concessionaire of any requests made for disclosure of documents submitted under a claim of business confidentiality. Concessionaire may, at Concessionaire’s sole expense, take any appropriate actions to prevent disclosure of such material. Concessionaire specifically waives any claims against City related to disclosure of any materials required by GRAMA.

16. Concessionaire shall at all times comply with all federal, state, and local environmental laws and regulations as the same may apply to the Concessionaire's acts and responsibilities in connection with this Agreement and use due care with respect to such acts or responsibilities. Concessionaire acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless, and defend City as set forth herein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation, and any decreases in the value of City’s property as a result of Concessionaire's acts or omissions pursuant to this Agreement. Upon the occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of Concessionaire, Concessionaire shall immediately notify City's Senior Environmental Advisor and promptly take, at its sole expense, all necessary actions to comply with all relevant environmental laws.

17. Concessionaire is not an employee of City for any purpose whatsoever. Concessionaire is an independent contractor at all times during the performance of the services specified herein.

18. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Attn.: City Contracts Administrator, Purchasing

(For U.S. Postal Service delivery)

P.O. Box 145455
Salt Lake City, UT 84114-5455

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 235
Salt Lake City, UT 84111

With a copy to:

City: Salt Lake City Corporation
Golf Division
2375 South 900 East
Salt Lake City, Utah 84106

Concessionaire: Ø
 Attention:
 –
 –

19. This Agreement may be assigned by either party but only with the prior written consent of the other party.

20. Concessionaire's obligations are solely to City and City's obligations are solely to Concessionaire. This Agreement shall confer no third party rights whatsoever.

21. Concessionaire certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Concessionaire must notify City's Contracts Administrator within thirty (30) days if Concessionaire has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

21. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Concessionaire and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Concessionaire's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Concessionaire that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

22. This Agreement shall be enforced in and governed by the laws of the state of Utah.

(Balance of page left blank)

The parties are signing this Agreement as of the date stated in the introductory clause.

SALT LAKE CITY CORPORATION

By _____

Title _____

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM:

Senior City Attorney

Ø

By _____

Title _____

ACKNOWLEDGMENT

State of _____)
:ss

County of _____)

The foregoing Agreement was acknowledged before me this _____ day of

_____, 2022, by _____, the

(Name of person signing Agreement)

_____ of Ø, a (state) (type of entity).

(Title of person signing Agreement)

NOTARY PUBLIC, residing in

_____ County

My Commission Expires: _____

EXHIBIT “A”

SCOPE OF WORK

FOOD & BEVERAGE CONCESSIONS AT VARIOUS CITY GOLF COURSES

I. GENERAL CONDITIONS

- A. Concessionaire, if doing business under an assumed name, i.e., an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us .

- B. Concessionaire shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.
- C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.
- D. Concessionaire shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
- E. City reserves the right to inspect Concessionaire's financial records for concession operations at the specified golf courses.

II. RESPONSIBILITIES OF CONCESSIONAIRE

[NOTE: City may modify this section after conditional award]

Concessionaire shall provide the services listed below and conform with the conditions of this Agreement which shall include, but may not be limited to, the following.

A. Description of Concession

1. During the term of this Agreement Concessionaire has the exclusive right, at the following Golf Courses:

(To be determined – one or more courses to be listed here)

to operate a restaurant concession and sell food and beverages (including alcoholic beverages) to all patrons of said golf courses as well as the general

public. Concessionaire may serve beer and other alcoholic beverages at the concession if Concessionaire secures required licensing and complies with all applicable laws, ordinances and regulations. Any significant change in the liquor laws of the State of Utah shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.

2. Concessionaire accepts the concession Premises in its present physical condition, upon occupancy. Concessionaire, at its own expense and liability, shall make all improvements necessary and acquire all personal property to perform its obligations under this Agreement. Concessionaire shall be responsible for the maintenance and repairs of its own property, for the repairs of any City equipment used in the operation of the concession, and the repairs to any City property damaged as a result of the negligence of a Concessionaire employee or customers. Concessionaire shall maintain all of its property in a quality manner throughout the term of this Agreement. The term “quality” means clean, in a safe condition, free from any defects, in compliance with Salt Lake Valley Health Department code, and otherwise maintained to the satisfaction of City. Concessionaire shall operate the concession in a manner not to interfere with public use of the Premises.
3. Concessionaire shall have the exclusive right to install and operate, on the Premises; vending machines for food and nonalcoholic beverages only, and coin operated amusement devices, provided the number, type and location of such machines shall be subject to the prior written approval of City, and compliance with all laws and City ordinances that pertain thereto. Tobacco products shall not be sold at any City golf course location by Concessionaire.
4. In the event of conflict between the Concessionaire and any other concessionaire at said golf course as to the items and merchandise to be sold by the respective concessionaires, City shall make the final decision as to which items or merchandise may be sold. Concessionaire shall be bound by the decision of City.

B. Investment by Concessionaire

1. Concessionaire’s investment into equipment and furnishings shall commence immediately upon execution of this Agreement and shall be completed no later than sixty (60) days following execution of this Agreement. Concessionaire shall provide all furnishings and equipment that shall be necessary to conduct business in a proper manner, and all other items necessary to the concession. Concessionaire shall maintain and provide City with a list of all its equipment at the Premises. Said inventory list shall identify each piece of equipment by brand name, model number and serial number. Concessionaire shall provide City with written notification of changes in its equipment inventory. Concessionaire shall provide City with a current copy of its equipment inventory upon request of City.
2. All of the above described items to be furnished by Concessionaire shall be subject to approval of the Salt Lake Valley Health Department and the Manager

of City's Golf Division. Concessionaire shall make no alterations, additions or replacements to the Premises without obtaining City's written approval before making such changes.

C. **Hours of Operation**

1. **Golf Season.** Concessionaire shall communicate with the Golf Course Professional of the golf course or his designee on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public. During the Golf Season (March 1 through October 31), Concessionaire shall have the concession open for business to the public during normal golf operating hours or at the times designated by the Golf Course Professional or his designee. As a general rule, City anticipates that these hours of operation will be from dawn until dusk. Exceptions to hours of operations must be approved by the Golf Course Superintendent or his designee. However, Concessionaire shall not be required to remove paying customers from the premises in the event customers are still patrons of Concessionaire at the time of closing, unless Concessionaire so desires.
2. **Off-Season.** Concessionaire may operate during the Off-Season, November 1 through February 28 (or 29). Concessionaire shall communicate to the Golf Course Professional of Concessionaire's intent to provide food and beverage concession services during Off-Season months and provide a description of the of the Off-Season services to be offered. If Concessionaire does not operate the food and beverage services during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such operation. City understands that Concessionaire's operation during the off season may be related to holiday and special events and need not be related to golf course activities.

D. **Type of Operation**

The food and beverage concession shall be operated as a convenience to the golfing public and the public in general; therefore, all food, beverages, confections and other items sold or kept for sale under the concession shall be of high quality, wholesome and pure, and must conform in all respects to applicable federal, state, Salt Lake County, Salt Lake Valley Health Department, and City food laws, ordinances and regulations. All food and other merchandise kept for sale shall be subject to inspection by City. Concessionaire shall maintain continuously all required food and beverage concession licenses, shall maintain said food and beverage concession to first-class standards, and shall continuously maintain all required beer, liquor, or other alcohol licenses. Concessionaire shall ensure that all employees are properly licensed with food handler permits, as required by the State of Utah and the Salt Lake Valley Health Department. Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner in the areas of the clubhouse and on the golf course for which Concessionaire is contractually responsible and shall keep the portions of the Premises that it occupies or controls in a safe, clean and inviting condition at all times satisfactory to City. Tobacco products *shall not* be sold at any City golf course location by Concessionaire.

Concessionaire shall offer the following services:

1. Concessionaire shall furnish at a minimum a variety of food and beverage menu items, including hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items), snack foods (i.e. chips, candy bars, energy bars, and other pre-packaged goods) and fountain soft drinks and related beverages. Concessionaire also shall offer healthful, fresh and appealing food and beverage choices that may not normally be available at a golf course facility.
2. Concessionaire shall provide banquet services for special events, such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services shall include offering a variety of high quality, full course and light course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with the Golf Course Professional.
3. Concessionaire shall not prohibit individual golfers or other individuals from bringing their own food and/or non-alcoholic beverages onto the Premises. No signage shall be posted or action taken against individual golfers or the general public. Concessionaire may prohibit private food and beverage in the dining room, banquet/meeting areas and patio seating areas, and may prohibit group events from providing their own food and beverage on the Premises. Any exception to this policy prohibiting group events from bringing their own food and beverage must be approved in advance by Concessionaire. Concessionaire acknowledges that City may not prohibit groups from reserving an adjacent park for gatherings that might include outside food and beverage before or after a golf outing.
4. Concessionaire may provide or sell beer, liquor, and other alcoholic beverages at the Premises, if Concessionaire obtains all required licenses and permits and complies with all applicable laws, ordinances and regulations. While the City's golf staff may, but is not required to, assist in communicating to the public information about Concessionaire's beer, liquor, alcohol, or other licenses or permits, Concessionaire shall be solely responsible for monitoring compliance by itself and the public with such licenses, permits, laws, ordinances, and regulations.

Any significant change in the liquor laws of the State of Utah that materially affect the terms of this Agreement shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.

5. Concessionaire shall operate the on-course food and beverage house(s) or provide snack and beverage cart service during league and group events or when there are at least 50 golfers on the golf course. Concessionaire shall be responsible for all costs relating to the acquisition, maintenance, and repair of beverage cart(s). Concessionaire shall coordinate snack and beverage cart services with City on a

daily basis to determine if services are needed to ensure consistency and quality service to golfers and the public.

6. Concessionaire shall decorate the food and beverage concession bar, and seating area with golf memorabilia.
7. Concessionaire shall implement a process to obtain customer satisfaction information including customer comment cards and participation in City's annual customer satisfaction survey.
8. If Concessionaire has or develops a website showcasing its food and beverage products and services Concessionaire shall coordinate with the Golf Course Administrative office. Included on the website will be group banquet menus and pricing that City's golf staff may reference when setting up group golf outings. City shall provide a link on its golf website to the Concessionaire's website.

E. **Concessionaire's Employees**

1. Concessionaire shall retain one or more qualified, competent and experienced managers to supervise and oversee the concession operations at all golf courses specified in the Agreement. The manager(s) shall be authorized to represent and act in behalf of Concessionaire.
2. Concessionaire's employees shall be courteous, efficient, and clean and neat in appearance. Concessionaire shall not employ any person or persons in or about the Premises who, while on the Premises, use improper language or act in a loud or boisterous or otherwise inappropriate manner. Concessionaire shall replace any employee working at the Premises whose conduct is deemed by the City to be detrimental to the best interests of the City.

F. **Disposal of Garbage and Recyclable Materials.**

Concessionaire shall use City-provided dumpster(s) for the disposal of waste. If available, Concessionaire shall use City-provided recycling containers to dispose of recyclable materials, which include recycling cardboard, tin, aluminum, plastic, white paper, newspaper and colored paper as approved by City. The waste dumpsters and recycling containers are used for City's golf course operation but are shared with Concessionaire. The recycling containers are typically blue, 90-gallon plastic containers that are marked for recycling.

1. If City begins providing yard and green waste containers that accept food waste, Concessionaire shall, to the extent practicable, separate and dispose of its food waste in such containers.
2. Concessionaire shall provide and use suitable covered receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner, on or about the Premises, is not permitted.

3. Concessionaire shall pay City a garbage and recycling fee for use of the City-provided waste dumpsters, recycling containers, and yard and green waste containers as stated in Exhibit "B".

G. **Quality, Price and Product Control**

Concessionaire shall serve and dispense high quality foods and products in adequate portions and at prices comparable to other similar restaurants and food dispensing concessions in Salt Lake City. All prices charged by Concessionaire must be approved by City. If Concessionaire fails to promptly correct, rectify, or modify its price, quality or quantity schedules upon written notice by City, City may cancel this Agreement.

Concessionaire shall meet with City at the beginning of each year to discuss any concerns, priorities and goals for the upcoming year.

H. **Inspection**

Concessionaire shall allow City's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises for purposes necessary, incidental to, or connected with, the performance of City's obligations hereunder or in the exercise of its governmental functions. City shall notify Concessionaire 24 hours in advance of such inspection so as to not disrupt Concessionaire's business operations.

I. **Ingress and Egress**

Subject to regulations governing the use of the designated golf course, Concessionaire, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of ingress to and egress from the Premises.

J. **Redelivery**

Concessionaire shall make no unlawful or offensive use of the Premises and shall, at the expiration of the term of this Agreement or upon any earlier termination, without notice, quit and deliver up the Premises to City and those having its estate in the Premises, peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same were on the date of this Agreement.

K. **Default**

Any of the following shall constitute an event of default under this Agreement:

1. Concessionaire fails to pay concession fees and such failure continues for ten days after City has notified Concessionaire in writing of such failure;
2. Concessionaire fails to perform or observe any other term or condition of this Agreement and such failure continues for 30 days after City has notified Concessionaire in writing of such failure;
3. Concessionaire is declared to be bankrupt or insolvent according to law, or any assignment of Concessionaire's property is made for the benefit of creditors; or
4. Concessionaire erroneously reports gross sales, which causes the concession fees to be understated and underpaid to City.

If an event of default occurs, City may take any or all of the actions stated below and any such action by City shall not be considered a trespass and shall not adversely affect any other remedy that City otherwise might have against Concessionaire:

1. Terminate this Agreement;
2. Without demand or notice to Concessionaire, enter and repossess the Premises and expel from the Premises Concessionaire and anyone claiming rights in the Premises through Concessionaire; or
3. Remove Concessionaire's property or effects from the Premises, forcibly if necessary.

L. **Signs**

Concessionaire shall not erect, install, operate or permit to be erected, installed or operated in or upon the Premises any sign or other similar advertising device without having obtained prior written approval of City, which approval shall not be unreasonably withheld. Concessionaire shall pay cost of such installation and operation.

M. **Cost of Operation**

Concessionaire shall pay, at its own expense, all costs of operating the concession and shall pay, in addition to the concession fees, all other costs connected with the use of portions of the Premises that it occupies or controls, including interior maintenance, painting, security lighting and security surveillance services specific to those areas for which Concessionaire is contractually responsible, light bulb replacement, insurance, any and all taxes (including any privilege taxes), janitor service and supplies, and all permits and licenses required by law, together with all electricity and/or other utilities used for the operation of the concession. Concessionaire is responsible for any food spoilage losses as a result of equipment outages and is encouraged to carry insurance to

protect against such losses. Electricity and other utilities required for the operation of the concession shall be paid in accordance with Exhibit “B”.

N. **Maintenance and Repairs**

Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner. Concessionaire shall pay, at its own expense, all costs to maintain and repair all fixtures and equipment (including maintenance/repairs and accompanying costs on all kitchen, banquet/meeting areas, dining room, snack bar, on-course food and beverage houses, fountain, patio, storage room, and other concession related equipment, whether provided by City or Concessionaire) with the exception of the physical structure of the clubhouse and the food and beverage shacks, air management systems and utility connections. Exceptions will be voided if damage is a result of Concessionaire’s use, misuse or abuse. Concessionaire shall keep and maintain all buildings, improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and shall not commit or allow waste with respect to any portion of the Premises that it occupies or controls. Concessionaire shall at its own cost replace any and all equipment as needed.

O. **Customer Feedback**

City may either on its own or in coordination with Concessionaire evaluate the public’s satisfaction with the quality, quantity, price, overall value, facility cleanliness, and other factors relating to the product and service provided by Concessionaire. Methods of evaluation include word of mouth comments to City’s golf staff, questionnaires to the public, and secret shopper programs. If an evaluation results in concerns with any of these categories of product or service, upon written notification from City, Concessionaire shall have 60 days to resolve the problem(s) to City’s satisfaction. If the necessary improvements are not completed within 60 days, this Agreement may be terminated for cause by City.

P. **Capital Projects**

[Reserved]

Q. **Damage to Premises**

1. If the portion of the Premises occupied or controlled by Concessionaire is partially damaged by fire, explosion, the elements, the public enemy, or other casualty that is not the result of any act by Concessionaire, but not rendered untenable, the same shall be repaired with due diligence by City. If the damage is so extensive that, in the opinion of City, it renders such portion of the Premises untenable, but capable of being repaired in thirty (30) days, the damage shall be repaired with due diligence by City, and the concession fees payable shall be proportionately paid up to the time of such damage and thereafter cease until such time as such portion of the Premises is fully restored. If the damage to such portion of the Premises is the result of any act by Concessionaire, all costs of the repair shall be borne by Concessionaire.

2. In the event the portion of the Premises occupied or controlled by Concessionaire, in the opinion of City, is destroyed by fire, explosion, the elements, the public enemy, or other casualty that is not the result of any act by Concessionaire, or so damaged that they shall remain untenable for more than thirty (30) days, City shall be under no obligation to repair and reconstruct such portion of the Premises, and concession fees payable under this Agreement shall be proportionately paid up to the time of such damage or destruction, and shall thenceforth cease until such time as such portion of the Premises may be fully restored. If within twelve (12) months after the time of such damage or destruction such portion of the Premises has not been repaired or reconstructed, Concessionaire shall give City written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction. If the damage or destruction to such portion of the Premises is the result of any act by Concessionaire, Concessionaire shall be liable to City for the replacement cost (if destroyed) or for the cost of any repair or restoration (if such portion of the Premises is repaired or restored). In the event that Concessionaire's equipment and/or furnishings are destroyed due to negligence or willful misconduct by City, and the cost of such loss is not covered by Concessionaire's insurance, City shall reimburse Concessionaire for the fair market replacement value of such equipment and/or furnishings, and, at its discretion, may take ownership and possession of the damaged equipment and/or furnishings that were replaced.

R. **Rules and Regulations**

City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the designated golf course and related facilities which Concessionaire shall observe and obey. City's Head Professional has the authority to enforce this Agreement on behalf of City and may authorize other City employees to help administer this Agreement.

S. **Non-Appropriation of Funds**

All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution. This Agreement shall be enforceable against City only if the City Council provides the necessary funding therefore. If the funds are not appropriated or are otherwise unavailable, City may terminate this Agreement, without penalty, by giving thirty (30) days written notice to Concessionaire.

T. **Termination**

Upon termination of this Agreement through passage of time or otherwise, all right, title of interest of Concessionaire in or to any of the improvements and fixtures, including carpets, that have been affixed to the real property constituting the portion of the Premises occupied or controlled by Concessionaire shall immediately be vested in the City. All other personal property of Concessionaire such as furniture, fixtures, and equipment installed during the term of this Agreement that has not been attached or affixed to the Premises shall remain the property of Concessionaire upon such

termination of the Agreement subject, however, to the right of City or the next concessionaire to acquire, within thirty (30) days after such termination, all of Concessionaire's right, title and interest in and to all or any part of such personal property upon payment to Concessionaire of an amount equal to the fair market value of said personal property, as determined by a third-party appraisal. To augment the third-party appraisal, the original purchase value of said personal property shall be established by verified invoices showing date of purchase, amount paid, whether equipment was new or used, and date of initial use on the Premises hereunder. Notwithstanding anything to the contrary herein, in the event that City voluntarily terminates this Agreement for reasons other than negligence or willful misconduct by Concessionaire, then Concessionaire shall be under no obligation to sell any part of its personal property to City or next concessionaire hereunder. If neither City nor the next concessionaire desires to purchase any or all of Concessionaire's personal property upon termination of this Agreement, Concessionaire shall remove such personal property from City's property within one week from when it is first notified of the election not to purchase by City and the next concessionaire.

U. **Holding Over**

In the event Concessionaire holds over and remains in possession of the Premises under this Agreement after the expiration date without written renewal or extension of the Agreement, it shall only create a tenancy from month-to-month, which may be terminated at any time by City.

V. **Attorney's Fees**

In the event any action or proceeding is brought to collect fees and other charges due, or any portion thereof, to take possession of the Premises, to enforce compliance with this Agreement or to remedy Concessionaire's failure to observe any of the covenants of this Agreement, Concessionaire shall pay City such sum as the court may adjudge reasonable as attorney's fees and costs to be allowed in the suit, action or proceedings.

W. **Non-Waiver**

Any waiver of or breach of any covenant to be performed by Concessionaire shall not be deemed a continuing waiver and shall not bar or prevent City from declaring a forfeiture for any succeeding breach of the same condition or covenant.

X. **Safety**

Concessionaire shall be responsible for maintaining a safe environment in the portion of the Premises occupied or controlled by Concessionaire. Concessionaire shall immediately notify City of any unsafe conditions of the Premises, as well as any unsafe practices occurring thereon, and work with City to correct that practice or condition. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the portion of the Premises occupied or controlled by Concessionaire. Concessionaire shall cooperate fully with City and law enforcement in the investigation of any accidental injury or

death occurring on or from such portion of the Premises, including providing a prompt report to City.

Y. **Security**

Concessionaire shall be responsible for providing, at its own cost, security surveillance services and security lighting in the portion of the Premises that it occupies or controls.

Z. **Accounting Records**

Concessionaire shall maintain all records necessary to properly account for all monies received by Concessionaire through the operation of the concession. Concessionaire shall maintain records for at least four (4) years after this Agreement terminates or until all audits initiated within that four (4) year period have been completed, whichever is later. Concessionaire shall allow City auditors and Golf Division staff access to all records relating to this Agreement, for audit and inspection, and for monitoring of payments so that the accuracy of the records can be confirmed.

Concessionaire shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, satisfactory to City and shall correctly report and accurately reflect the gross receipts and disbursements of Concessionaire. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the following documents:

1. Regular books of accounting such as general ledgers or City approved computer accounting programs.
2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and federal income tax returns, and sales tax returns.
4. Cash register tapes (daily tapes may be separated but shall be retained so day-to-day sales can be identified).
5. Any other reporting records City deems necessary for proper reporting of receipts.

All sales shall be recorded by means of written receipts or cash registers that publicly display the amount of each sale and automatically issue a customer's receipt or certify the amount recorded in the sales slip. Said cash registers shall in all cases have locked-in sales totals and transaction counters that are constantly accumulating and that cannot, in either case, be reset, and in addition, a tape located within the register on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record.

If the report of gross sales made by Concessionaire is found to be less (by a total factor of more than 3%) than the amount of gross sales disclosed by an audit, Concessionaire shall pay any delinquent amount plus a penalty of ten percent (10%) of such delinquent amount plus interest on such delinquent amount at the rate of 1.5% per month within thirty (30) days of notice of deficiency. If the discrepancy is less than 3% then the Concessionaire shall only be required to pay the delinquent amount and shall not be assessed a penalty.

Concessionaire shall provide a recap of each day's sales for each month for both Golf Season and Off-Season months on a financial reporting form (see example on Exhibit "B"), or other City approved reporting form. Recaps will be due by the 15th of each month. In addition Concessionaire shall provide City a sworn or verified yearly income statement, an annual profit and loss statement and a balance sheet. The annual financial statements and annual recap of sales shall include a by month recap and must be submitted to City by November 15th.

III. Catering Service for City Events (*OPTIONAL SERVICE*)

- A. Concessionaire may provide catering services for City events and non-City events as described in Paragraph B below. Catering service for City events and non-City events shall be subject to concession fee requirements described in Exhibit "B". Concessionaire may use golf course facilities and other City property and facilities to prepare food or beverages for City and non-City catering events.
- B. Concessionaire shall have the option to provide catering services to City departments, divisions and City related councils and commissions ("City Catering Service") on an as-requested basis at locations specified by the requesting City agency. Concessionaire shall negotiate food or beverage items and prices with the requesting City agency. If prices and services cannot be agreed upon by the parties, Concessionaire shall not be required to provide catering service. If a City Catering Service is agreed upon, the price, food service and other details shall be described in writing. Invoices for catering service shall be submitted to the City agency requesting the catering service. Catering service shall be non-exclusive, and City reserves the right to use other catering providers.
- C. When providing food and beverage services for City-funded events, durable and non-disposable plates, cups and utensils shall be used whenever practicable. If disposable food service items are necessary, items that are made from post-consumer recycled content or that are accepted in the City's recycling program shall be used. Styrofoam food service items, bottled water and single serving beverage pods, such as K-cups, shall not be used at any City funded event.

EXHIBIT “B”

SCHEDULE OF FEES

FOOD & BEVERAGE CONCESSIONS AT VARIOUS CITY GOLF COURSES

I. FEES

A. GOLF SEASON. For the first five (5) years of this Agreement Concessionaire shall pay City a monthly fee that is calculated as a percent of gross sales (“Percent of Gross Sales”) stated in the table below. The term “Gross Sales” means total sales exclusive of sales tax.

Provide an offered **Percent of Gross Sales** to be paid to City each month of each year in the table below, for each course (excluding Nibley) that you are interested in servicing. You may provide different percentages for different courses if you are offering to contract for more than one golf course. *For each course, provide a table in a similar form as the one below showing your offered percentages.*

Monthly Concession Fees – (Course Name)					
	Proposed Ranges for Gross Sales				
	\$0 to \$ ___K	\$ ___K to \$ ___K	\$ ___K to \$ ___K	\$ ___K to \$ ___K	\$ ___K+
2022	%	%	%	%	%
2023	%	%	%	%	%
2024	%	%	%	%	%
2025	%	%	%	%	%
2026	%	%	%	%	%

B. *(if contract is for Nibley)* Nibley Golf Course Fee Schedule/Subsidy. City shall pay Concessionaire a subsidy of \$3,000.00 per year to help offset Concessionaire’s costs of operation. Concessionaire shall submit an invoice to City for such subsidy once each year and City shall pay the subsidy within thirty (30) days after City’s receipt of the invoice.

C. If Concessionaire elects to extend the term of this Agreement as provided in Paragraph 1 of this Agreement, City and Concessionaire must mutually agree in writing to the percentage of gross sales and any other fees for the second five (5) years of this Agreement as part of the term extension process.

D. OFF-SEASON. Concessionaire may provide services during the Off-Season months, November 1 through February 28 (or 29). Concessionaire will be required to pay concession fees during Off-Season months. If Concessionaire does not operate the food and beverage concession during the Off-Season, City shall have the right to provide food and beverage services from the Pro Shop and shall retain all revenue from such

operation. *NOTE: If offeror desires to provide services during Off-Season months, fees and other charges will be negotiated and this paragraph may be modified.*

II. OTHER FEES

- A. Waste and Recycling Collection Fees. Concessionaire shall pay City a monthly fee for the use of City waste dumpsters and recycling containers owned or contracted by City and shared with Contractor. Concessionaire shall pay this fee for each month of March through October. Payment shall be due by the 15th day of each month of March through October. There shall be no charge for usage during Off-Season months for services rendered under this Agreement. Fees are as stated below for the specified courses:

Bonneville - \$150
Forest Dale - \$75
Glendale - \$100
Rose Park - \$100
Nibley Park - \$ 0

- B. Utilities. Concessionaire shall pay a monthly fee for utilities used in the operation of the concession as stated below.

Bonneville - \$250
Forest Dale - \$40
Glendale - \$175
Rose Park - \$250
Nibley Park - \$ 0

- C. Maintenance/Repairs. Concessionaire shall pay all costs and expenses associated with maintenance and repairs of fixtures and equipment as described in Exhibit "A", Section II, Paragraphs M and N. City shall pay all costs and expenses associated with maintenance and repairs of the physical and exterior surfaces of the clubhouse and the food and beverage shacks as described in Exhibit "A" Section II, Paragraphs M and N. However, if any damage to such buildings, including their exterior surfaces, is a result of Concessionaire's use, misuse or abuse, Concessionaire shall be responsible for all costs.

NOTE: The waste and recycling collection fees and utility fees will be paid by City for the first year if concessionaire elects to operate more than one location. Also, since City owns the existing equipment, the City will cover the cost of repairs and maintenance for the first year on all existing equipment at all cafes. If Contractor elects to utilize its own equipment, then Contractor shall be responsible for all repair and maintenance costs.

III. PAYMENTS TO CITY

- A. Monthly fees and charges shall be due and payable to City on or before the 15th day of each month. A late fee of ten percent (10%) shall be assessed on any payment or charge not received by City by the Due Date. Failure to pay the fees and charges, and late fees, within thirty (30) days of the Due Date shall constitute a breach of the terms of this Agreement and constitute just cause for termination hereof before the expiration of the

term, and such unpaid amount shall bear interest until paid at the rate of an additional 1.5% per month.

- B. Concessionaire shall provide a recap of each day's sales for each month for both Golf Season and Off-Season months. Recaps shall be due by the 15th of each month. Concessionaire shall submit an annual recap of sales for the Golf Season, by month to City by the 15th of November.
- C. Monthly fees and reports shall be submitted to:

Salt Lake City Corporation
 Public Services Department
 Attention: Office Facilitator
 P.O. Box 145469
 Salt Lake City, UT 84114-5469

Example of report format:

Monthly Example

Food & Beverage Concession at the _____ Golf Course				
Month of _____, 20__				
Day of Month	Gross Sales Receipts	Less Sales Tax	Net Sales	Comments and Notes
1				
2				
3				
4				
5				
6				

Total Net Sales

_____% of Total Net Sales Due
 Monthly Refuse Payment Due
 Any other fees Due

Total Monthly Payment

Annual Recap Example

Sample										
	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19		TOTAL
Calculation of Gross Sales Fees										
Gross Sales (Sales less Taxes)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
% of Annual Gross Sales	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
% of Gross Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amounts Due										
Pctg of Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refuse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Due	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -