



**POUDRE SCHOOL DISTRICT R-1  
REQUEST FOR PROPOSAL**

**FOOD AND BEVERAGE CONCESSIONS**

**RFP 22-65M-002**

**PROPOSAL SCHEDULE**

**RFP Posted to BidNet**

**January 21, 2022**

**Questions Due**

**January 31, 2022 – 2 p.m. MST**

**RFP Closing Date**

**February 23, 2022 – 2 p.m. MST**

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## FOOD AND BEVERAGE CONCESSIONS RFP 22-65M-002

Poudre School District (“the District”) is requesting proposals from professional and qualified food providers to provide food, snacks, and drinks through concession stand services (“the Services”) as specified in this Request for Proposal (“RFP”).

The District will provide copies of this RFP to service providers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered service providers are required to submit their proposal responses.

Questions regarding this RFP must be in writing and directed to the District through the BidNet platform any time after the issuance of this RFP through and including 2:00 p.m. MST on January 31, 2022. Questions received after the deadline date and time and/or not submitted electronically through the BidNet platform may not be addressed. Questions submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

Note: Questions must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals. Proposals must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on February 23, 2022. At that time, the submission portal will close, and no further submittals will be allowed.

District staff shall review the proposals received in response to this RFP during the proposal consideration period commencing on February 23, 2022. During the proposal consideration period, the District may ask questions of and/or request additional information from service providers who have submitted proposals.

During the solicitation process and until an award has been announced, communication regarding this RFP will only be permitted with the Procurement Agent named below. Communication with a district employee other than the Procurement Agent named below may disqualify your proposal from consideration.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District.

Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on the proposal assures that such proposal is genuine and is not a collusive or sham proposal.

Sincerely,  
Karen Wailly  
Senior Procurement Agent

## **1.0 BACKGROUND**

The District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics.

The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combination middle/high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.



## **2.0 GENERAL TERMS AND CONDITIONS**

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 Prospective service provider (“Service Provider”) must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 2.3 Proposals must meet or exceed specifications contained in this document.
- 2.4 The District is exempt from city, county, state, and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 2.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package. Any proposed modification must be accepted in writing by the District prior to award of the agreement.
- 2.6 Service Provider, its employees, representatives, and subcontractors agree to abide by all applicable federal, state, and local codes, laws, rules, and regulations.
- 2.7 The successful Service Provider shall furnish all Services, which conform to all applicable safety codes and regulations.
- 2.8 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 2.9 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 2.10 The accuracy of the solicitation is the sole responsibility of the Service Provider. No changes in the proposal shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 2.11 Successful Service Provider must provide proof of insurance that meets the insurance requirements stated in section 6.0.
- 2.12 Successful Service Provider is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the Strategic Sourcing Department.
- 2.13 Service Providers are required to submit the name, address, phone number, email address and contact person of at least three (3) Colorado references for which your company has completed similar Services, as those requested in this RFP, in the past 18 months.
- 2.14 Service Provider must note in its proposal any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors, or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the agreement, or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.15 The District reserves the right to reject any and all proposals or any part thereof, to waive any irregularities or formalities, and further, to award the proposal to the responsible Service Provider as deemed in the best interest of the District.
- 2.16 There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 2.17 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 2.18 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Service Providers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.
  - 2.18.1 Service Provider is responsible for monitoring the BidNet website for any additional requirements, addenda, and award information.

- 2.19 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if an agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.20 The District reserves the right to negotiate further with one or more Service Provider or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Service Provider to provide the Services requested in the RFP and/or represented in the Service Provider's response. Service Providers shall timely provide information to the District in connection with such inquiries and investigations. Service Providers may be asked to give presentations to the District regarding their proposals.
- 2.21 Should the District determine, in its sole discretion, that only one Service Provider is fully qualified or that one Service Provider is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Service Provider.
- 2.22 The initial agreement between the District and the successful Service Provider(s) is planned to commence upon full execution of the agreement and shall continue through and including June 30, 2023, unless terminated earlier by the District as stated in section 2.23 below.
- 2.22.1 For Services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the agreement for each one (1) year term.
- 2.23 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in section 2.22.1, the District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for Services performed under and in accordance with this agreement.
- 2.24 Notwithstanding any other term or provision of this RFP, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an agreement is in effect. In no event shall the District's obligations in an agreement constitute a multiple-fiscal year direct or

indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

2.25 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided above, the District may terminate the agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.

2.26 Independent Contractor. The Service Provider shall provide the Services as an independent service contractor of the District. As such, the Service Provider shall have the right to determine how and by whom the Services will be provided, subject to and consistent with the terms and conditions of this solicitation.

2.26.1 The Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Service Providers and subcontractors for goods and/or services directly or indirectly related to this solicitation.

2.26.2 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent, or representative of the District. The District is not a partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent, or representative of the Service Provider.

2.27 Certification Regarding a Worker Without Authorization

2.27.1 The Service Provider certifies, represents, warrants, and agrees that it will not knowingly employ or contract with a worker without authorization to provide Services under this Agreement, and will not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor will not knowingly employ or contract with a worker without authorization to provide Services under this Agreement. Contractor also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide Services under this Agreement through Contractor's participation in either: (a) the E-Verify

Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program (“Department Program”) established pursuant to C.R.S. § 8-17.5-102(5)(c).

2.27.2 The Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor providing Services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall notify the subcontractor and the District within three (3) days that Contractor has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the worker without authorization. Contractor shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Contractor participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide Services under this Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

## 2.28 Qualifications of Service Provider

2.28.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data as may be requested for this purpose.

2.28.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the agreement and to complete the work/furnish the item(s) contemplated therein.

## 2.29 Miscellaneous

2.29.1 Once the evaluation is complete and the Intent to Award has been issued to the recommended Service Provider, the recommended Service Provider will work with the District’s Contract Manager to successfully negotiate an agreement.

- 2.29.2 Governing Law. An agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.
- 2.29.3 Equal Opportunity. It is agreed that no otherwise qualified Intern shall be excluded from participating in, be denied the benefits of, or be subject to discrimination, including harassment, under any provision of this Agreement on the basis of race; creed; color; national origin; age; sex; pregnancy; physical recovery from childbirth or a related condition; sexual orientation; marital status; veteran status; religion; genetic information; gender expression; gender identity; ancestry; or disability.
- 2.29.4 Fingerprinting and Background Checks. Prior to and as a condition of the provision of any Services under this Agreement, Service Provider shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Service Provider shall ensure that no person to whom the District objects, based on the results of said fingerprinting and background check, provides any Services under this Agreement. If the District objects to any Service Provider based on the results of the background check, the Service Provider shall not be allowed to provide Services. All information provided and all information received by the District through the Service Provider background check and/or other sources, shall be considered and maintained as confidential information under the Colorado Open Records Act and not subject to disclosure to third parties except as required by law.
- 2.29.5 Appeal of Award. Service Provider may appeal the award by submitting a written request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after receipt of the notice of award.
- 2.29.6 In the event the awarded Service Provider defaults on its agreement or the agreement is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Service Provider or from other sources during the remaining term of the terminated / defaulted agreement.
- 2.29.7 This solicitation does not commit the District to award an agreement or to pay any costs incurred in the preparation of a proposal or to procure an agreement for the Services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion

of the proposal, or the entire proposal as deemed in the best interest of the District.

2.29.8 Variances. Service Provider must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications.

2.29.9 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

### **3.0 SPECIFIC CONDITIONS**

- 3.1 Health and Safety Standards. The Service Provider shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement any applicable communicable diseases protocols, which must follow guidance and orders from state and/or local public health officials and be no less strict than the District's protocols.
  - 3.1.1 Service Provider shall ensure all individuals providing Services under this agreement for the Service Provider wear appropriate personal protective equipment at all times while on District property.
  - 3.1.2 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District locations due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Service Provider's services, with or without prior notice.
- 3.2 The successful Service Provider will be required to enter into and sign a formal agreement with the District. The agreement language will control over any language contained within this RFP that conflicts with the signed and fully executed agreement.
- 3.3 In the case of conflicts between the RFP and any referenced proposal documents, the District Agreement shall govern. In all cases, the Service Provider is responsible for notifying the District of the conflict.
- 3.4 The District is committed to be a responsible steward of its natural resources and believes that public education should provide leadership in developing an ethic of



sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship an integral part of the physical plant operation.

- 3.5 During the performance of this agreement, the Service Provider agrees to provide a “drug-free workplace.” For the purposes of this section, a “drug-free workplace” means a site for the performance of work done in connection with a specific agreement awarded to the Service Provider. The Service Provider’s employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance during the performance of this agreement.

#### **4.0 PROJECT SCOPE AND SPECIFICATIONS**

- 4.1 Services. Service Provider shall provide food, snacks, and drinks through concession stand Services at the District concession stands (“the Stands”).
- 4.1.1 J. Ray French Field (“French Field”): 1300 West Swallow Road, Fort Collins 80526
- 4.1.2 Timnath District Stadium (“Timnath”): 4550 E. Prospect Road, Timnath 80535
- 4.1.3 Services are planned at the Home and Visitor Stands of both locations.
- 4.1.4 Service Provider, in partnership with the District’s Athletics and Activities Director or designee (“the Director”), shall develop concessions menus, to include food, snack, and drink items, as well as their associated pricing.
- 4.1.4.1 The District will provide menu boards signage.
- 4.1.4.2 Service Provider shall be responsible for purchasing all food and non-food consumable inventory. Service Provider may use the District’s food and non-food consumable inventory provided within the Stands storage rooms.
- 4.1.5 Service Provider shall ensure compliance with any exclusive product agreements the District has executed for delivery of Services.
- 4.1.6 Service Provider shall designate an on-site supervisor during all times the Service Provider is providing Services.
- 4.1.7 Service Provider’s employees shall wear appropriate matching uniforms identifying them as employees of the Service Provider at all times while providing Services.



## 4.2 Schedule

4.2.1 Services shall be provided at French Field and Timnath during the District's football season, approximately late August through mid-November; the District's track and field season, approximately March through May; as well as any post-season events for these sports according to the schedule published by the District's Athletic Department (the "Scheduled Events"). Each season may be referred to individually as a "Season" and collectively as the "Seasons."

4.2.2 At the request of the Director, Service Provider may provide Services for additional dates or other special events.

4.2.3 Services shall begin one (1) hour prior to any Scheduled Event and shall continue until the Scheduled Event has ended.

4.2.4 The Director reserves the right to modify the Service Provider's Service operation hours.

4.2.5 The Director reserves the right to modify or cancel Scheduled Events. The District shall not be responsible for any loss of Service Provider's revenue or product caused by modified or cancelled events.

4.2.6 The Service Provider shall provide Services for any event which has been scheduled within seven (7) or more days from the date of the Scheduled Event. The Director shall provide notice of any changes of the District schedule to the Service Provider.

4.2.6.1 Services at any events scheduled to which the Service Provider receives notice less than seven (7) days from the event date, will be provided by the Service Provider based on availability of the Service Provider.

4.3 Provider's Staff and Legal Compliance. In providing the Services under this Agreement, the Service Provider shall comply with all applicable federal, state, and local laws, as well as all applicable District policies and regulations, including, but not limited to District Policy KF (included as Exhibit A).

4.3.1 The Service Provider shall secure, pay for and post in places designated by the District all permits and licenses required in order to provide the Services under this Agreement.

## 4.4 Equipment

4.4.1 Service Provider may be required to supply additional equipment for operations that is not already provided by the District (Exhibit C).

4.4.1.1 Equipment owned by the Service Provider used for Services is the sole responsibility of the Service Provider.

4.4.2 Service Provider may use the District's equipment listed in Exhibit C. All equipment shall be left in good working condition at the end of each Season, or upon termination of the Agreement.

4.4.2.1 If the Service Provider discovers that any District-owned equipment needs repair or replacement, the Service Provider shall contact the District's Customer Service Department.

4.4.2.2 The District shall be responsible for the repair or replacement of any District-owned equipment, and the associated costs, due to normal wear and tear. If service, repair and/or replacement becomes necessary as a result of willful misconduct of the Service Provider or its employees, the Service Provider shall promptly reimburse the District for all associated costs, including replacement.

#### 4.5 Facility Use

4.5.1 The Service Provider shall not use or permit others to use the Stands for any purpose other than to provide the Services under this Agreement.

4.5.2 The Service Provider shall ensure the Stands are returned to their previous condition upon termination of the Agreement. The Service Provider's food and non-food consumable inventory shall be removed at the completion of each Season.

4.5.3 The Service Provider shall bear entire risk for damage to, loss, theft or destruction of Service Provider's food and non-food consumable inventory.

4.5.4 The Service Provider shall not access the control systems for stadium lights, scoreboard, and other electronics.

4.5.5 The Service Provider shall at all times, keep the area in and around the Stands clear of trash and debris.

4.5.6 Any modification of the Stands, including any proposed signage, shall be reviewed by the Director, and approved by the Director of Facilities. The Director of Facilities shall determine the placement and coordinate installation of any signage.

4.5.7 The Service Provider may enter French Field and Timnath with a vehicle for the purpose of unloading items to the Stands; however, all vehicles must be cleared from French Field and Timnath prior to operating hours.

4.5.8 Service Provider's employees shall only park in the designated areas noted by the District.

#### 4.6 Fee

4.6.1 Service Provider shall pay a percentage of its gross earnings from Scheduled Events to the District.

4.6.2 Payment of fee from Scheduled Events shall be remitted to the District within thirty (30) days of the end of each Season.

4.6.3 Payment of fee from Special Events shall be remitted to the District within thirty (30) days following the Special Event.

4.6.4 Remittance of fee payment must include a report of total sales by date per Scheduled Events or Special Events on no less than a semi-annual basis.

#### 4.7 Financial Requirements

4.7.1 The Service Provider shall operate under a system of internal controls that ensures the reliability of financial information and compliance with applicable laws.

4.7.2 The Service Provider shall ensure revenue generated from Services provided under this Agreement is accounted for separately from revenue from the Service Provider's general operations.

4.7.3 The Service Provider shall be responsible for all sales tax remittance and all other taxes assessed or levied against its business and/or merchandise.

4.7.4 The Service Provider shall not allow any cash to remain in the Stands overnight.

4.7.5 The District shall have the right to audit the Service Provider's financial records and compliance with legal and contractual requirements to ensure the accuracy of fee payments submitted to the District.

#### 4.8 District Obligations

4.8.1 The District shall ensure the Service Provider has access to the District's wireless network.

4.8.2 The District will respond in a timely manner to requests by the Service Provider in cases where there are ambiguities in the work to be performed or resources to be supplied by the District.

## 5.0 INSURANCE

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Service Provider with limits and or coverages that do not meet the requirements does not waive the requirements and the Service Provider shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
2407 Laporte Ave  
Ft. Collins, CO 80521  
Please Email Certificate to: [COI@psdschools.org](mailto:COI@psdschools.org)

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Service Provider has assumed in section 5.1.

### **Commercial General Liability**

#### Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Coverage must be written on an "occurrence" basis.
- Volunteers shall be included as insureds
- Coverage shall not exclude claims for sexual abuse/molestation
- Coverage shall not exclude claims for corporal punishment
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Agreement.

### **Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles**

- Bodily Injury & Property Damage  
Combined Single Limit Minimum \$1,000,000

If services involve transporting students, the following requirements apply:

- Medical Payment Coverage \$5,000
- Poudre School District and its elected officials and employees shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- Copy of policy endorsement must be attached to the Certificate of Insurance.

### **Workers' Compensation and Employers' Liability**

If Service Provider is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

#### Minimum Limits

- State of Colorado Statutory
- Employer's Liability \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

### **Crime Coverage**

#### Minimum Limit Per Loss

\$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Service Provider.
- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

If the Service Provider is physically handling money at a Poudre School District R-1 location, the crime insurance policy must include coverage for Employee Theft of Client Property.

5.1 Indemnification. Service Provider shall indemnify and hold harmless the District and the District's Board members, employees, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider's operations, provision of Services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

**6.0 REFERENCES**

List three (3) Colorado references for which your company has completed similar Services for projects of similar scope in the past 18 months.

6.1 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

6.2 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

6.3 Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied \_\_\_\_\_  
\_\_\_\_\_

**7.0 REFERENCE EVALUATION** (Top-ranked Service Provider)

References will be checked using the following criteria.

<b>QUALIFICATION</b>	<b>STANDARD</b>
Overall Performance	Are you pleased with the Services provided?
Thoroughness	Did the Service Provider follow through with the Services, keeping you informed of any concerns?
Knowledge of Concession Services	Was there an understanding of professional practices and procedures?
Specific agreement requirements	Was the Service Provider able to provide Services per required Schedules and Events?

**8.0 EVALUATION AND AWARD**

- 8.1 Service Provider shall present qualifications that demonstrate its ability to successfully operate multiple concession venues as specified in this RFP.
- 8.2 Service Provider shall present a staffing plan to meet the scheduling needs of the District.
- 8.3 Service Provider shall designate the percentage of its gross earnings that it proposes to pay the District.
- 8.4 Proposals will be evaluated on the following criteria using a cumulative point system.

<b>Qualification</b>	<b>Possible Score</b>	<b>Standard</b>
Scope of Proposal	5	Does the proposal show a direct correlation to the stated District specifications?
Qualifications	5	Did the Service Provider present appropriate qualifications demonstrating its ability to successfully operate multiple concession venues?
Services	5	Is the Service Provider able to provide adequate services to French Field and Timnath for scheduled events and special events?
Staffing Plan	5	Does the Service Provider have the resources and local support capabilities to perform the required Services?
Equipment	5	Does the Service Provider possess the additional equipment necessary to operate the concession venues for French Field and Timnath?
Fee	5	Was a proposed fee provided and acceptable?
References	5	Were appropriate Colorado references provided?

- 8.5 Award shall be made to the most responsive and responsible Service Provider meeting the specifications and deemed to be in the best interest of the District.
  - 8.5.1 Proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.
  - 8.5.2 Amendments or clarifications to the submitted proposals not requested by the District will not be accepted, nor considered in awarding the agreement.



**9.0 PROPOSAL CERTIFICATION FORM**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on February 23, 2022.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all Services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Service Provider and in full compliance with the terms specified in sections 2.0 and 3.0 of the solicitation.
- The company will accept any awards made to it, contingent on agreement negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name \_\_\_\_\_

Mailing address \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

E-mail address \_\_\_\_\_

Phone number \_\_\_\_\_

Contact Person \_\_\_\_\_

(If different from Agent – include e-mail address and phone number)

**NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for award.**

**EXHIBIT A: KF - USE OF DISTRICT FACILITIES**



## **KF - USE OF DISTRICT FACILITIES**

This policy shall govern the scheduling and use of Poudre School District facilities outside of their regular District use. Such activities and events shall not interfere with the District's overall education program or the facilities' regular use. As used in this policy, District "facilities" means District buildings, grounds and athletic fields, and all other District real property and the improvements thereon.

Community use of District facilities under this policy shall not constitute District endorsement of any organization, the beliefs of the organization or group, the expression of any opinion regarding the nomination, retention, election, or defeat of any candidate, or the expression of any opinion as to passage or defeat of any election issue.

The District's Customer Support Center ("CSC"), under the supervision of the director of facility services, shall administer this policy and the associated fee schedules, calendars, scheduling and related communications.

### **SCHEDULING**

All activities and events at District facilities outside of the facilities' regular District use shall be scheduled in accordance with the following terms and conditions:

#### **DISTRICT ACTIVITIES AND EVENTS**

To the extent possible, District activities and events shall be scheduled in advance of each fiscal year (July 1 - June 30) on or before June 30. Thereafter, District activities and events must be scheduled at least ten (10) days prior to the date of requested use subject to availability of the requested facility. Such activities and events may be scheduled for a single date or for periodic or regularly recurring dates during the fiscal year. The scheduling of such activities and events shall not be considered approved until a facility use permit is issued and signed.

At least one District employee shall be designated as the individual for CSC to contact if and when matters arise concerning scheduling or use of the facility. In addition, at least one District employee shall assume responsibility for ensuring compliance with the terms and conditions of this policy and for on-site supervision of the scheduled activity or event.

#### **COMMUNITY ACTIVITIES AND EVENTS**

Community activities and events must be scheduled at least ten (10) days prior to the date of requested use, subject to availability of the requested facility, beginning on July

1 of each fiscal year. Such activities and events may be scheduled for a single date or for periodic or regularly recurring dates during the fiscal year.

In order for a Community activity or event to be scheduled at a District facility, the following requirements must be met:

1. The prospective Community user shall apply for use of the requested facility in accordance with procedures prescribed by CSC, and shall satisfy all conditions required under such procedures and under this policy for use of the requested District facility.
2. The prospective Community user shall designate an individual whom CSC may contact if and when matters arise concerning scheduling or use of the facility, and shall assign an individual who shall be responsible for on-site supervision of the scheduled activity or event.
3. The prospective Community user shall furnish proof of insurance as required by the District's risk manager. Depending on the type of activity or event being planned and the facility being requested, the prospective Community user may also be required to provide a damage deposit and/or furnish a surety bond.
4. The District approves the prospective Community user's application and issues a facility use permit, which must be signed by an authorized representative of the Community user to be effective.
5. The authorized representative signing the facility use permit shall be required to assume legal and financial responsibility for the Community user's compliance with the terms and conditions of this policy.
6. As an alternative to the requirements specified in paragraphs 1-5 above, the Community user shall sign a District-approved contract governing the terms and conditions of the facility use.

#### CANCELLATION AND RESCHEDULING

District and Community users shall provide CSC with at least two (2) business days' advance notice of cancellation of their scheduled facility use. Cancellation charges may be assessed against users who fail to provide this required notice.

In the event of inclement weather or other exigent circumstances requiring the cancellation of any scheduled activity or event, the District or Community user shall contact CSC to make arrangements if they wish to reschedule.

If the superintendent or designee determines that an unforeseen District activity or event must be scheduled at a date and time previously reserved for a Community

activity or event, the Community activity or event shall be cancelled and CSC shall attempt to make alternative scheduling arrangements with the Community user.

#### DENIAL OF COMMUNITY USE APPLICATIONS AND REVOCATION OF COMMUNITY USE PERMITS AND CONTRACTS

The facility use application filed by a prospective Community user may be denied, and the facility use permit or contract of a Community user may be revoked, on the following grounds:

1. Violation or reasonably anticipated violation of the terms of this policy.
2. Violation or reasonably anticipated violation of the terms of the facility use permit or contract.
3. Failure to pay in a timely manner all fees and charges assessed in connection with the use of a District facility.
4. Damage, destruction or loss of District property in connection with the use of a District facility.

#### REGULATIONS GOVERNING USE OF DISTRICT FACILITIES

##### REGULATIONS APPLICABLE TO DISTRICT AND COMMUNITY USERS

1. All use of District facilities is subject to governing laws and District policies that prohibit discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, marital status, veteran status, age or disability.
2. District facility use shall not create a nuisance, safety hazard, or disruption within the District or within the neighborhood surrounding the facility.
3. District facility use shall at all times be subject to compliance with all governing laws and all applicable District Policies and regulations, including but not limited to District Policy ADC (Tobacco-Free and Marijuana-Free District).
4. A District custodian or other designated employee (i.e., coach, sponsor) shall be on site at all times when a District facility is being used for an activity or event under this policy. Exceptions to this regulation may be made by CSC for the use of athletic fields and other District facilities that are outside of District buildings, in which case District employees shall perform post-event inspections regarding the condition in which the facility was left.
5. District facility use shall be confined to the areas and times scheduled by CSC.

6. Facility users shall be responsible for the payment of custodial services at the District's cost (including overtime, where applicable) necessitated by unusual trash removal or cleaning requirements, and/or facility use outside of the times scheduled by CSC.
7. Facility users may be permitted to use District equipment in connection with their activity or event for an additional charge, as determined by CSC. Such equipment use may require supervision and/or operation by one or more District employees at an additional charge, as determined by CSC.
  - a. Stage lights and other stage production equipment shall be operated by qualified District employees.
  - b. Kitchens may be used in compliance with District food service guidelines, subject to approval by the director of child nutrition or designee and supervision by a qualified District food service employee.
8. The use or possession of any dangerous weapon, as defined in District Policy JICI, by any person at a District facility is prohibited.
9. The use or possession of alcohol and/or illegal drugs by any person at a District facility is prohibited.
10. Gambling and unlicensed games of chance (i.e., bingo, lotteries, raffles) at a District facility is prohibited.
11. The District shall not be responsible for any damage, destruction or loss of a facility user's personal property that occurs in connection with the use of a District facility.
12. The District shall not be responsible for any personal injury or death to a facility user that occurs in connection with the use of a District facility.

#### REGULATIONS APPLICABLE ONLY TO COMMUNITY USERS

1. As a condition of any Community use of a District facility under this policy, the Community user shall agree to indemnify and hold harmless the District and the District's Board, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the facility use and/or the conduct of any of the Community user's employees, volunteers, agents, representatives or invitees. The Community user's indemnification and hold harmless obligation shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings.

2. Facility use permits and contracts are not transferrable and may not be assigned.
3. If snow removal is required for the Community use of a District facility, the Community user may be charged therefor at the District's cost unless such snow removal is otherwise required for a District or District-contracted use of the facility.
4. No storage space shall be provided for Community users at District facilities. Community users must remove all of their personal property and other items from District facilities after each use.

#### PROHIBITED SCHEDULING AND USES OF DISTRICT FACILITIES

District facilities shall not be scheduled for activities or events by District or Community users on days designated as paid holidays for District employees or on the weekends immediately preceding or following paid holidays, except for: (1) CHSAA-sanctioned activities and events; and (2) outdoor events that do not require entry into a District building. A calendar designating such non-use days shall be published each fiscal year by CSC.

Community use of District athletic fields shall not be scheduled during the period each year from November 1 through March 15.

District facilities shall not be scheduled for personal or family use (including but not limited to parties, memorials, reunions, weddings, funerals and receptions) by District or Community users.

District facilities shall not be used for activities or events by District or Community users that: (1) advocate social or political change by violence; (2) advocate or advance any doctrine or theory subversive to the Constitutions of the United States or of Colorado; (3) organize or convene an organization for subversive purposes; or (4) assist in raising funds for any of the foregoing purposes.

#### FEES

Fees shall be charged for the use of District facilities in accordance with the following schedule, excepting fees that may be negotiated with other governmental entities and specified in intergovernmental agreements. In addition to any fees charged, Community users shall also be charged for: (1) all damage, destruction or loss of District property that occurs in connection with the facility use; (2) use of District equipment and employees as provided under this policy; (3) custodian services as provided under this policy; and (4) snow removal as authorized under this policy.

#### TIER 1 - Facility Use Fees Waived

1. District and District-contracted curricular, enrichment and extracurricular activities for pre-kindergarten through 12th grade children.
2. District and District-contracted child care programs during the school year for pre-kindergarten through 12th grade children.
3. Meetings and approved activities of student-initiated and led organizations, as authorized under District Policy IGDA.
4. Meetings and approved activities of District employees and authorized employee associations, retired employees and alumni organizations.
5. Meetings and approved activities of authorized parent/teacher organizations.
6. Governmental elections.

#### TIER 2 - Facility Use Fees Charged at 12.5% of Full Rate

1. District and District-contracted child care programs during the summer for pre-kindergarten through 12th grade children.

#### TIER 3 - Facility Use Fees Charged at 25% of Full Rate

1. Meetings and approved activities offered by Larimer County and municipalities within the District's boundaries exclusively for kindergarten through 12th grade children.
2. Athletic, recreational, artistic and musical activities offered by Larimer County and municipalities within the District's boundaries exclusively for kindergarten through 12th grade children.

#### TIER 4 - Facility Use Fees Charged at 50% of Full Rate

1. Meetings and approved activities of service, social and civic organizations exclusively for kindergarten through 12th grade children, except those offered by Larimer County and municipalities within the District's boundaries.
2. Athletic, recreational, artistic and musical activities exclusively for kindergarten through 12th grade children, except those offered by Larimer County and municipalities within the District's boundaries.

#### TIER 5 - Facility Use Fees Charged at Full Rate



1. Meetings and approved activities of service, social and civic organizations not exclusively for kindergarten through 12th grade children.
2. Athletic, recreational, artistic and musical activities not exclusively for kindergarten through 12th grade children.
3. Services and approved activities of community-based religious organizations.
4. Government meetings and approved government activities.

## APPEALS

Prospective Community users whose applications are denied and Community users whose facility use permits or contracts are revoked may file a written appeal with the director of facility services or his/her designee. Prospective Community users and Community users who are not satisfied with the decision of the director of facility services or his/her designee may appeal that decision to the superintendent, whose decision shall be final.

Adopted by Board: April 1972

Revised by Board: December 1974

Revised by Board: September 1975

Revised by Board: August 1980

Revised by Board: May 1982

Revised by Board: May 1988

Revised by Board: February 1994

Revised by Board to conform with practice: May 22, 1995

Revised by Board: March 25, 1996

Revised by Board: September 9, 1996

Revised by Board: June 23, 1997

Revised by Board: February 11, 2002

Revised by Superintendent: May 18, 2009, effective July 1, 2009

Revised by Superintendent: May 2, 2011, effective July 1, 2011

Revised by Superintendent: May 2, 2012, effective July 1, 2012

Revised by Superintendent: December 15, 2014, effective July 1, 2015

### LEGAL REF:

C.R.S. 22-32-110(1)(f)

### CROSS REFS:

ADC, Tobacco-Free and Marijuana-Free District

EDC, Authorized Use of School-Owned Materials and Equipment

IGDA, Secondary School Student Organizations

**EXHIBIT B: ATHLETIC SCHEDULE**

# FRENCH FIELD - FALL 2021- MASTER

## VARSITY

Day	Date	Sport	Visiting Team	Home Team	Time	Location
<b>REQUIRED CONCESSIONS</b>						
8/13/2021	Friday	Scrimmage	Skyline	RMHS	4:00pm	Turf
8/19/2021	Thursday	FB	Foundation Game	Poudre	6:00pm	Turf
8/24/2021	Tuesday	BSOC	Windsor	<b>Rocky Mountain</b>	7:00pm	Turf
8/26/2021	Thursday	FB	Ralston Valley	<b>Fossil Ridge</b>	6:00pm	Turf
8/27/2021	Friday	FB	Legacy	<b>Fort Collins</b>	4:15pm	Turf
		FB	Arapahoe	<b>Rocky Mountain</b>	7:30pm	Turf
9/2/2021	Thursday	BSOC	Greeley West	<b>Poudre</b>	6:30pm	Turf
9/3/2021	Friday	FB	Prairie View	<b>Poudre</b>	7:00pm	Turf
9/9/2021	Thursday	FB	Westminster	<b>Poudre</b>	6:30pm	Turf
9/10/2021	Friday	FB	Lakewood	<b>Rocky Mountain</b>	4:15pm	Turf
		FB	Fort Collins	<b>Fossil Ridge</b>	8:00pm	Turf
9/11/2021	Saturday	FB	Vanderbilt FB		9a-12p	Turf
9/16/2021	Thursday	FB	Northglenn	<b>Rocky Mountain</b>	7:10pm	Turf
9/17/2021	Friday	FB	Fort Collins	<b>Poudre</b>	7:00pm	Turf
9/21/2021	Tuesday	BSOC	Horizon	<b>Rocky Mountain</b>	6:00pm	Turf
9/22/2021	Wednesday	UNIFLAG	Fossil Ridge	<b>Rocky Mountain</b>	6:30pm	Turf
9/23/2021	Thursday	FB	ThunderRidge	<b>Poudre</b>	6:00pm	Turf
9/24/2021	Friday	FB	Rocky Mountain	<b>Fort Collins</b>	7:00pm	Turf
9/25/2021	Saturday	BSOC	Poudre	<b>Rocky Mountain</b>	4:00pm	Turf
9/30/2021	Thursday	FB	Horizon	<b>Rocky Mountain</b>	6:00pm	Turf
10/1/2021	Friday	FB	Poudre	<b>Fossil Ridge</b>	7:00pm	Turf
10/2/2021	Saturday	BSOC	FCHS	<b>Poudre</b>	10:00am	Turf
10/5/2021	Tuesday	BSOC	Monarch	<b>Rocky Mountain</b>	6:00pm	Turf
10/7/2021	Thursday	FB	Legacy	<b>Poudre</b>	6:00pm	Turf
10/8/2021	Friday	FB	Boulder	<b>Fort Collins</b>	7:00pm	Turf
10/13/2021	Wednesday	BSOC	Fossil Ridge	<b>Rocky Mountain</b>	4:00pm	Turf
		UNIFLAG	Fort Collins	<b>Rocky Mountain</b>	6:30pm	Turf
10/14/2021	Thursday	FB	Horizon	<b>Poudre</b>	6:00pm	Turf
10/15/2021	Friday	FB	Fairview	<b>Fossil Ridge</b>	7:00pm	Turf

10/16/2021	Saturday	BSOC	Fossil Ridge	<b>Rocky Mountain</b>	Var moved to 10/13	
10/21/2021	Thursday	FB	Adams City	<b>Fort Collins</b>	6:00pm	Turf
10/22/2021	Friday	FB	Fossil Ridge	<b>Rocky Mountain</b>	7:00pm	Turf
10/27/2021	Wednesday	BSOC	Adams City	<b>Fort Collins</b>	6:00pm	Turf
10/29/2021	Friday	FB	Rocky Mountain	<b>Poudre</b>	7:00pm	Turf
11/2/2021	Tuesday	BSOC	Mountain Vista	<b>FCHS</b>	6:00pm	Turf
11/5/2021	Friday	FB	Chaparral	<b>(FCHS)</b>	7:00pm	Turf
11/6/2021	Saturday	BSOC	Playoff		TBD	Turf

## FRENCH FIELD STADIUM Spring 2022

Day	Date	Sport	Visiting Team	Home Team	Time	Location	Time	Location
<b>OPTIONAL</b>								
<b>REQUIRED</b>								
<b>SPECIAL EVENT- FRL TRACK CHAMPIONSHIPS ROTATE LOCATION FROM YEAR TO YEAR; CONCESSION REQUIRED IF PSD HOSTS</b>								
Saturday	3/5/2022	BLAX (SCRIMM)	Arapahoe	Rocky Mountain	12:00pm	Turf	10:00am	Turf
Thursday	3/10/2022	TRACK	<b>LoboCat Invite hosted by RMHS/FRHS</b>		2:00pm	Turf		
Saturday	3/12/2022	GLAX	Fairview	Rocky Mountain	12:00pm	Turf	10:00am	Turf
Friday	3/18/2022	BLAX	Heritage	Rocky Mountain	4:00pm	Turf	2:00pm	Turf
Tuesday	3/22/2022	GLAX	Thompson Valley	Rocky Mountain	6:30pm	Turf	5:00pm	Turf
Wednesday	3/23/2022	TRACK	<b>JV Track Meet hosted by RMHS</b>		4:00pm	Turf		
Thursday	3/24/2022	BLAX	Denver East	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Saturday	3/26/2022	TRACK	<b>Runner's Roost Invite hosted by FCHS</b>		8:00am	Turf		
Tuesday	3/29/2022	GSOC	Fairview	Rocky Mountain	7:00pm	Turf	5:00pm	Turf
Saturday	4/2/2022	TRACK	<b>Altitude Invite host by FCHS</b>		9:00am	Turf		
Tuesday	4/5/2022	GSOC	Fossil Ridge	Rocky Mountain	7:00pm	Turf	5:00pm	Turf
Wednesday	4/6/2022	BLAX	Ralston Valley	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Saturday	4/9/2022	GLAX	Rangeview	Rocky Mountain	10:00am	Turf	n/a	n/a
Monday	4/11/2022	GLAX	Northfield	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Tuesday	4/12/2022	TRACK	<b>Randy Yaussi City Track Meet (all schools)</b>		2:00pm	Turf		
Friday	4/15/2022	BLAX	Mountain Range	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Saturday	4/16/2022	GLAX	Roaring Fork	Rocky Mountain	11:00am	Turf		
Tuesday	4/19/2022	GSOC	Mountain Range	Rocky Mountain	7:00pm	Turf	5:00pm	Turf
Wednesday	4/20/2022	BLAX	Thompson Valley	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Thursday	4/21/2022	GSOC	Rocky Mountain	Poudre	7:00pm	Turf	5:00pm	Grass
Friday	4/22/2022	BLAX	Fairview	Rocky Mountain	7:00pm	Turf	5:30pm	Turf
Friday	4/29/2022	TRACK	<b>JV Track Championships hosted by RMHS</b>		2:00pm	Turf		
Saturday	4/30/2022	GLAX	Golden	Rocky Mountain	10:00am	Turf	n/a	n/a
Tuesday	5/2/2022	GSOC	Boulder	Rocky Mountain	7:00pm	Turf	5:00pm	Turf
Tuesday	5/3/2022	ELEM TRACK	<b>Elementary Track Meet</b>		4:00pm	Turf		
Wednesday	5/4/2022	TRACK	<b>FRL Track Championships</b>		4:00pm	Turf	LOCATION ROTATES YEARLY	
Thursday	5/5/2022	GLAX	Evergreen	Rocky Mountain	7:00pm	Turf	5:00pm	Turf
Friday	5/6/2022	TRACK	<b>FRL Track Championships</b>		4:00pm	Turf	LOCATION ROTATES YEARLY	
Saturday	5/7/2022	ELEM TRACK	<b>Elementary Track Meet</b>		8:00am	Turf		
Wednesday	5/11/2022	ELEM TRACK	Elementary Track Meet (RAIN DATE)		4:00pm	Turf		
Saturday	5/14/2022	ELEM TRACK	Elementary Track Meet (RAIN DATE)		8:00am	Turf		
Tuesday	5/17/2022	MS TRACK	<b>Wes Crist MS Dist. Championship</b>		2:00pm	Turf		
Thursday	5/19/2022	MS TRACK	Wes Crist MS Dist. Championship (Rain)		TBD	Turf		
Monday	5/23/2022	MS TRACK	Wes Crist MS Dist. Championship (Rain)		TBD	Turf		

**EXHIBIT C: DISTRICT EQUIPMENT LIST**

**FRENCH FIELD – WEST CONCESSIONS (HOME STAND)**

True Freezer Under Counter  
True Refrigerator Under Counter  
Cretors Popcorn Machine  
Gold Medal Warming Cabinet  
Round Up Food Roller  
Cheese Sauce Dispenser  
Hot Water Dispenser  
Universal Stainless Hand Sink, Including Faucet and Strainer Drain  
Household Coffee Maker  
Under Counter Storage Shelving  
Wall Shelves

**FRENCH FIELD – EAST CONCESSIONS (VISITOR STAND)**

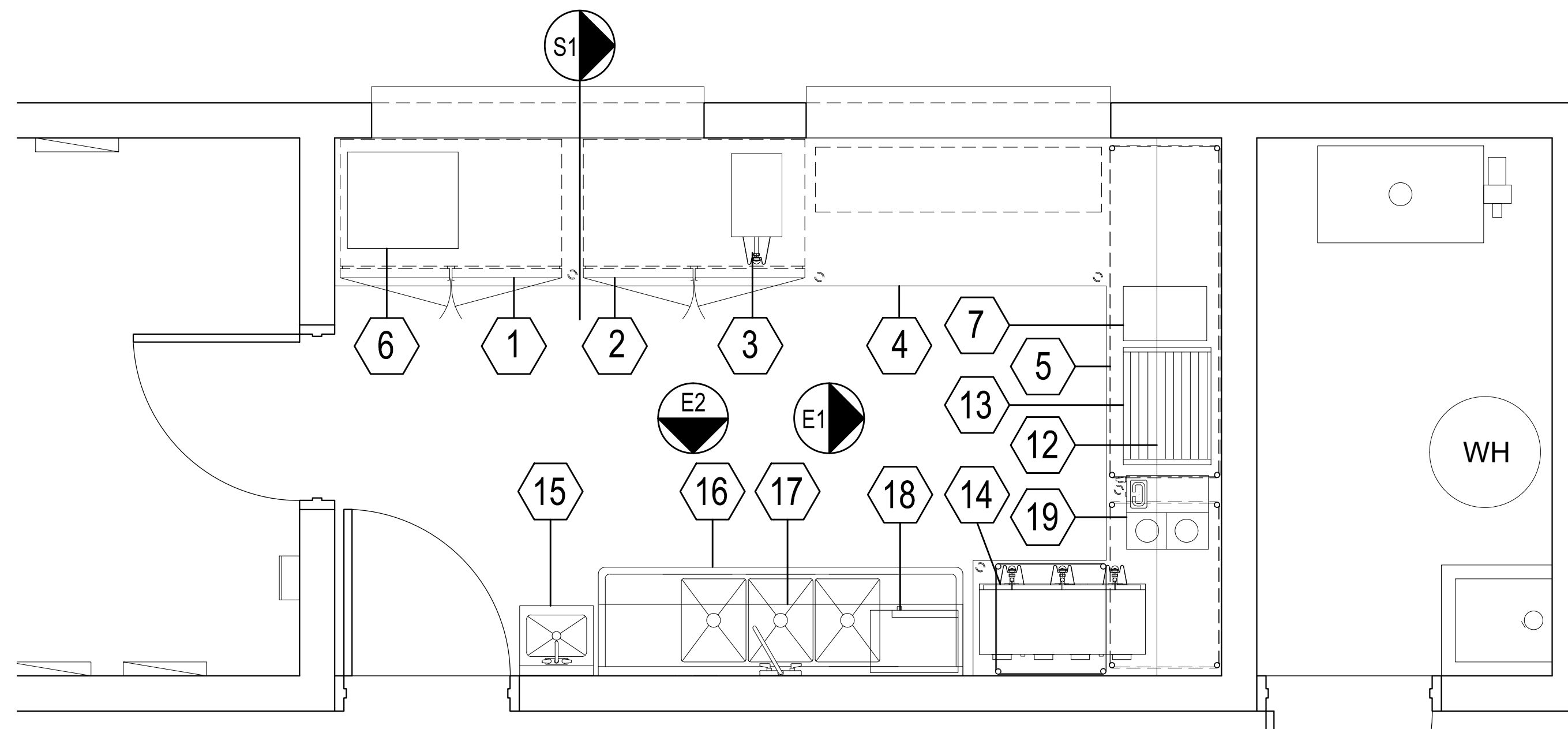
True Freezer Under Counter  
True Refrigerator Under Counter  
Round Up Food Roller  
Cheese Sauce Dispenser  
Commercial Coffee Maker  
Gold Medal Flat Rack Warmer  
Popcorn Popper  
Universal Stainless Hand Sink, Including Faucet and Strainer Drain  
Household Coffee Maker  
Wall Shelves

**TIMNATH STADIUM (EAST and WEST CONCESSIONS)**

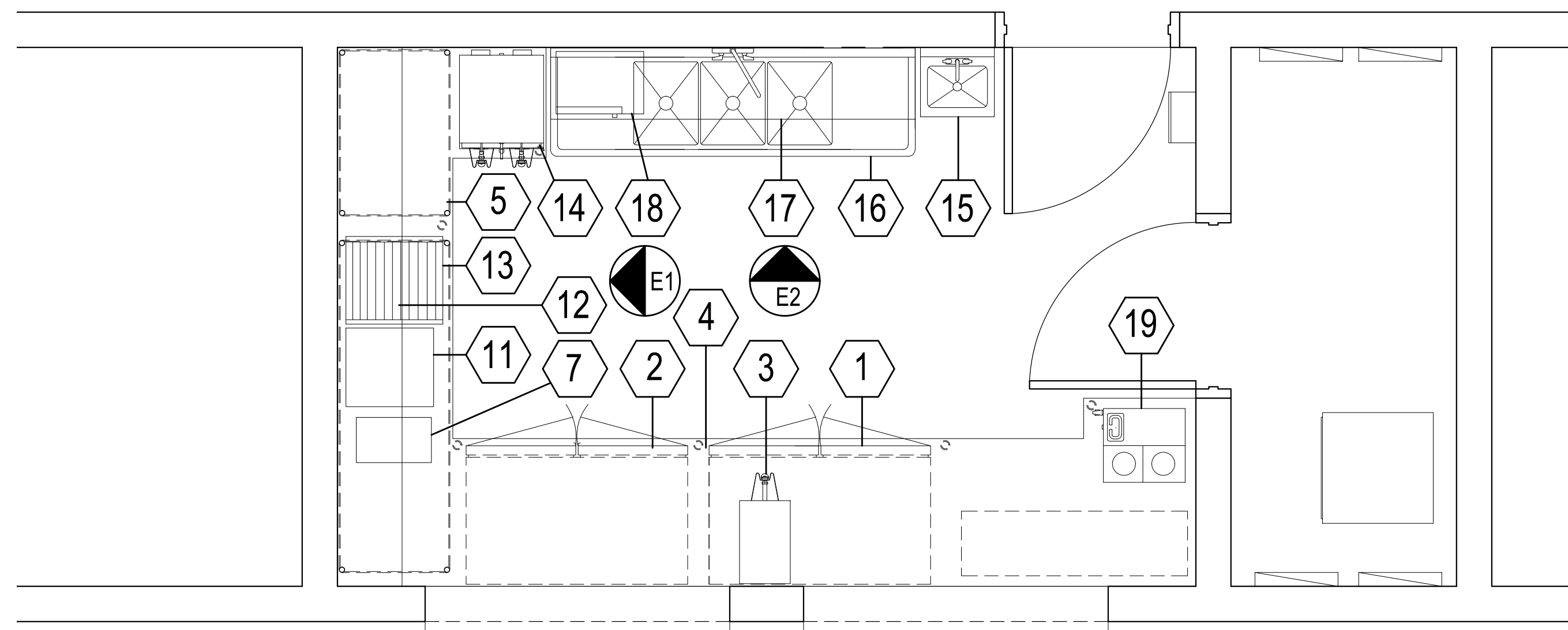
Hot Water Dispenser  
Coffee Brewer  
Popcorn Popper  
Pizza Display / Warmer  
Pizza Holding Cabinet  
Countertop, Stainless Steel  
Shelving, Under Counter  
Refrigerator, 2 Door  
Hot Food Well, Nacho Sauce  
Hot Dog Roller Grill  
Worktable  
Ice Machine And Bin  
Clean Utensil Storage  
Hand Sink  
Sink, 3 Comp  
Wall Shelf  
Storage Shelving  
Cleaning Chem Storage Shelving

**EXHIBIT D: FRENCH FIELD CONCESSIONS FLOOR PLANS & PHOTOS**





② West Concession  
1/4" = 1'-0"



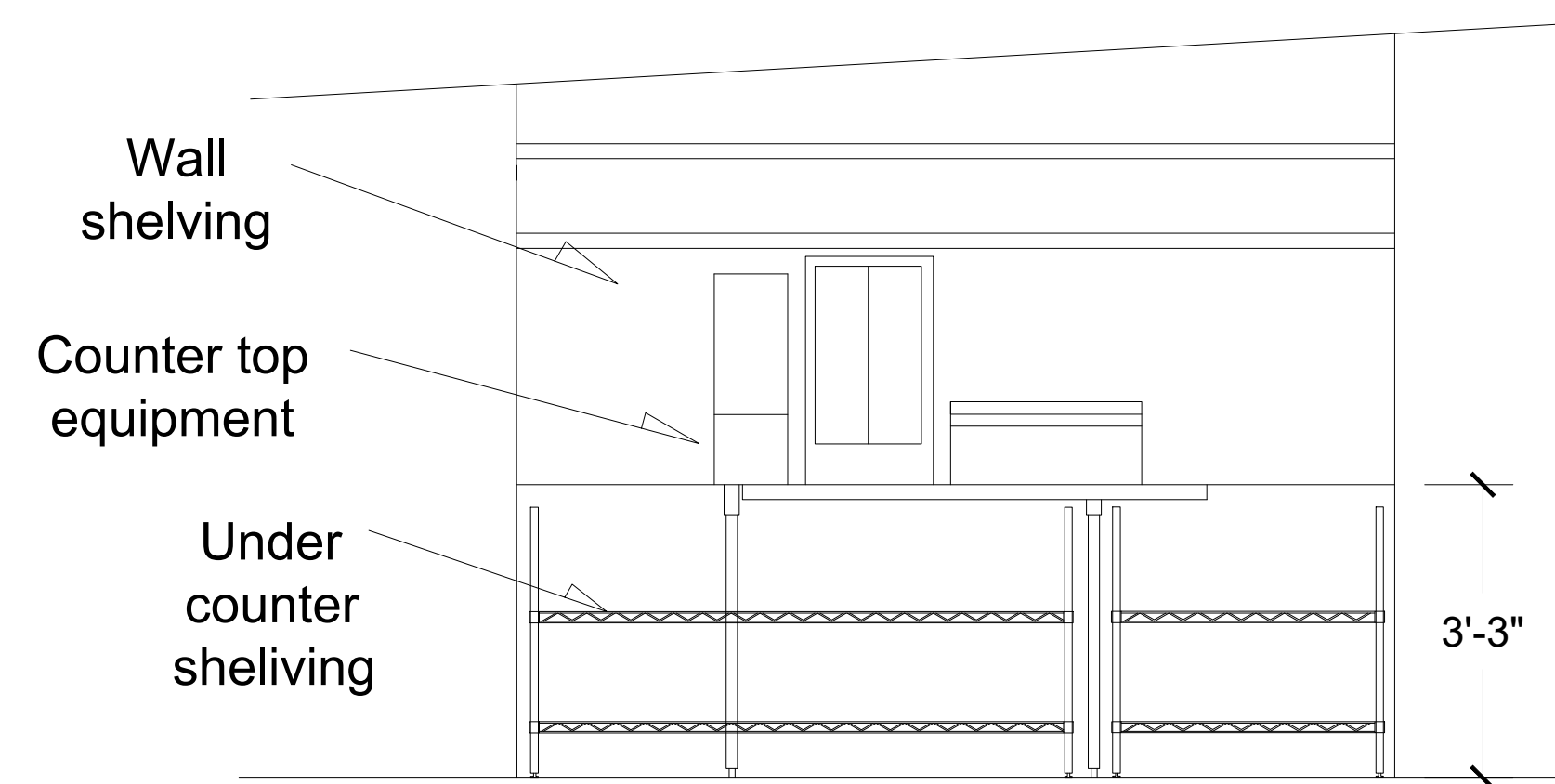
① East Concession  
1/4" = 1'-0"

EQUIPMENT		SCHEDULE		
ITEM #	QTY.	DESCRIPTION	NOTES	PROVIDED BY
1	2	FREEZER, UNDER COUNTER	CASTERS	KEC
2	2	REFRIGERATOR, UNDER COUNTER	CASTERS	KEC
3	2	HOT WATER DISPENSER	10 GALLON CAPACITY	KEC
4	2	COUNTER TOP, STAINLESS STEEL	SUPPORT LEGS BELOW	KEC
5	8	STORAGE SHELVING, UNDER COUNTER	POLY COATED WIRE	KEC
6	NIC	POP CORN MACHINE	EXISTING	OWNER
7	NIC	NACHO CHEESE DISPENSER	EXISTING	OWNER
8	NIC	SPARE NUMBER		
9	NIC	SPARE NUMBER		
10	NIC	SPARE NUMBER		
11	NIC	PRETZEL MERCHANDISER	EXISTING	OWNER
12	2	WALL SHELVES	STAINLESS STEEL	KEC
13	NIC	HOT DOG, ROLLER GRILL	EXISTING	OWNER
14	NIC	COFFEE BREWER / URN	EXISTING	OWNER
15	2	HAND SINK	STAINLESS STEEL	KEC
16	2	SINK, 3 COMPARTMENT	FAUCET W/ FULL LENGTH POLY COVER	KEC
17	2	WALL SHELVES	STAINLESS STEEL, 15" DEEP	KEC
18	NIC	MICROWAVE		OWNER
19	NIC	COFFEE BREWER / POUR THRU	EXISTING	OWNER
END OF ITEMS				

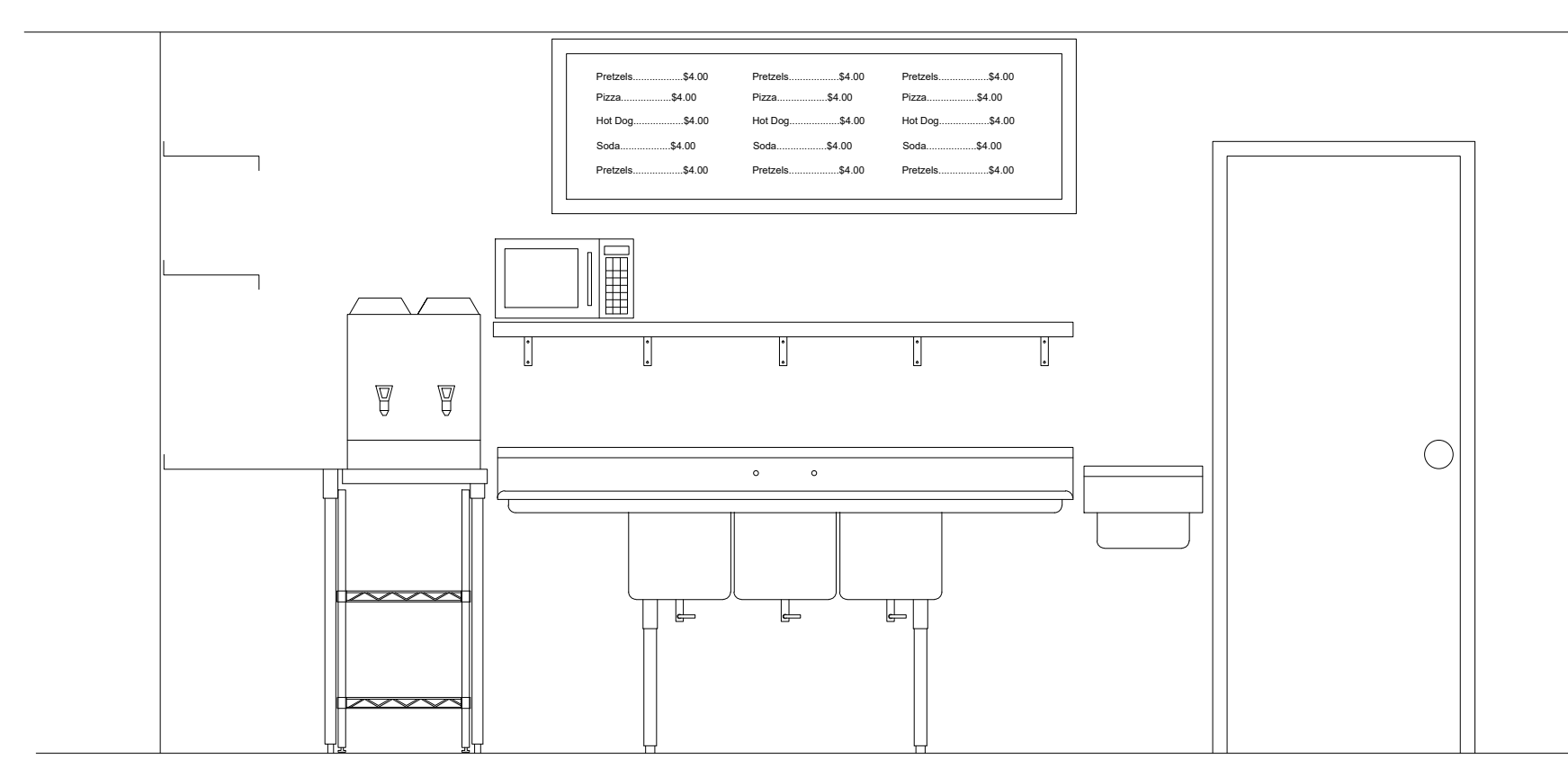
LEGEND:  
KEC = Kitchen Equipment Contractor    NIC = Not In kitchen Contract    GC = General Contractor

**NOTE:**  
KEC shall be responsible to verify all existing conditions at the facilities as it relates to equipment fitment, and placement before final ordering the equipment package.

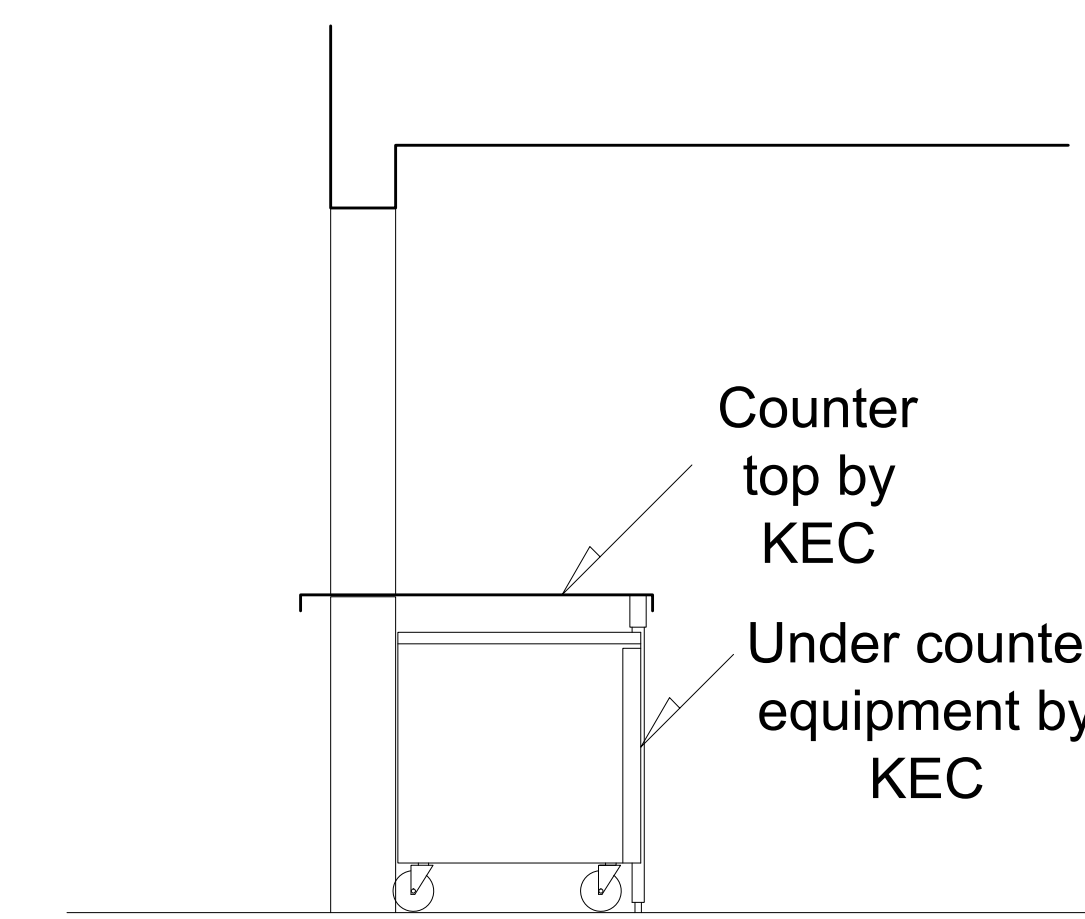
Any discrepancies found shall be communicated to the Architect for resolution, before ordering equipment.



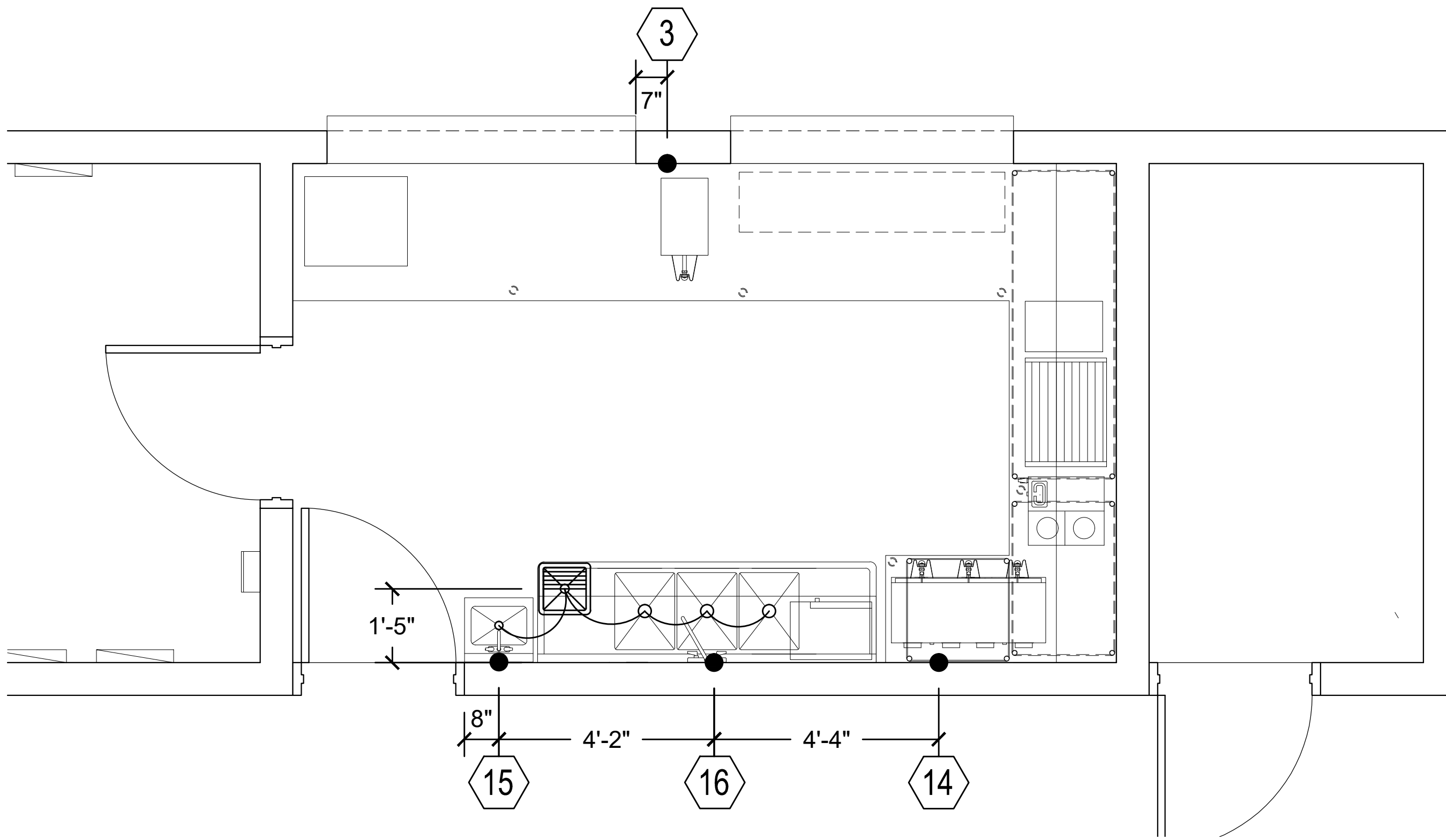
Elevation E1



Elevation E2

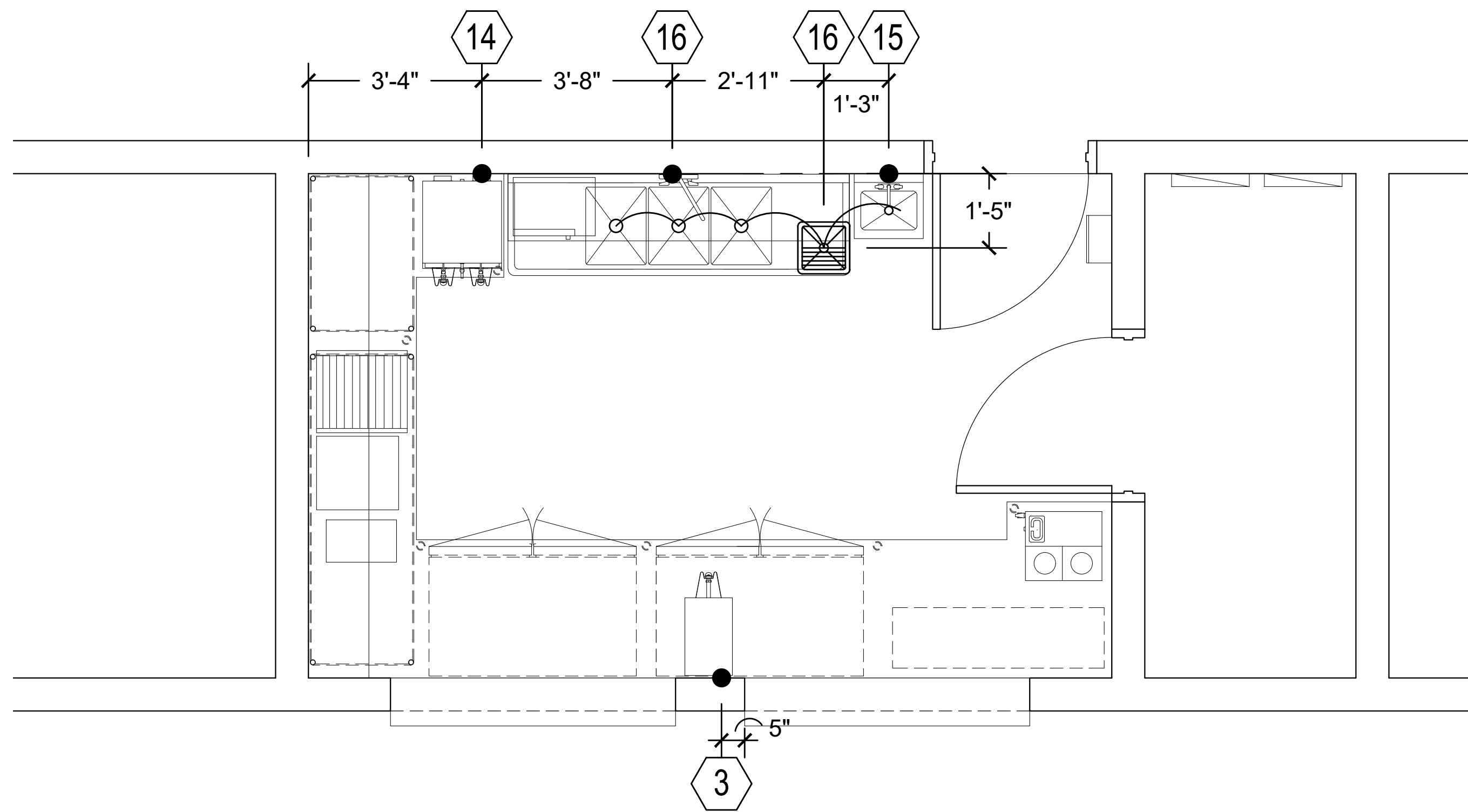


Section S1



②

West Concession  
1/4" = 1'-0"

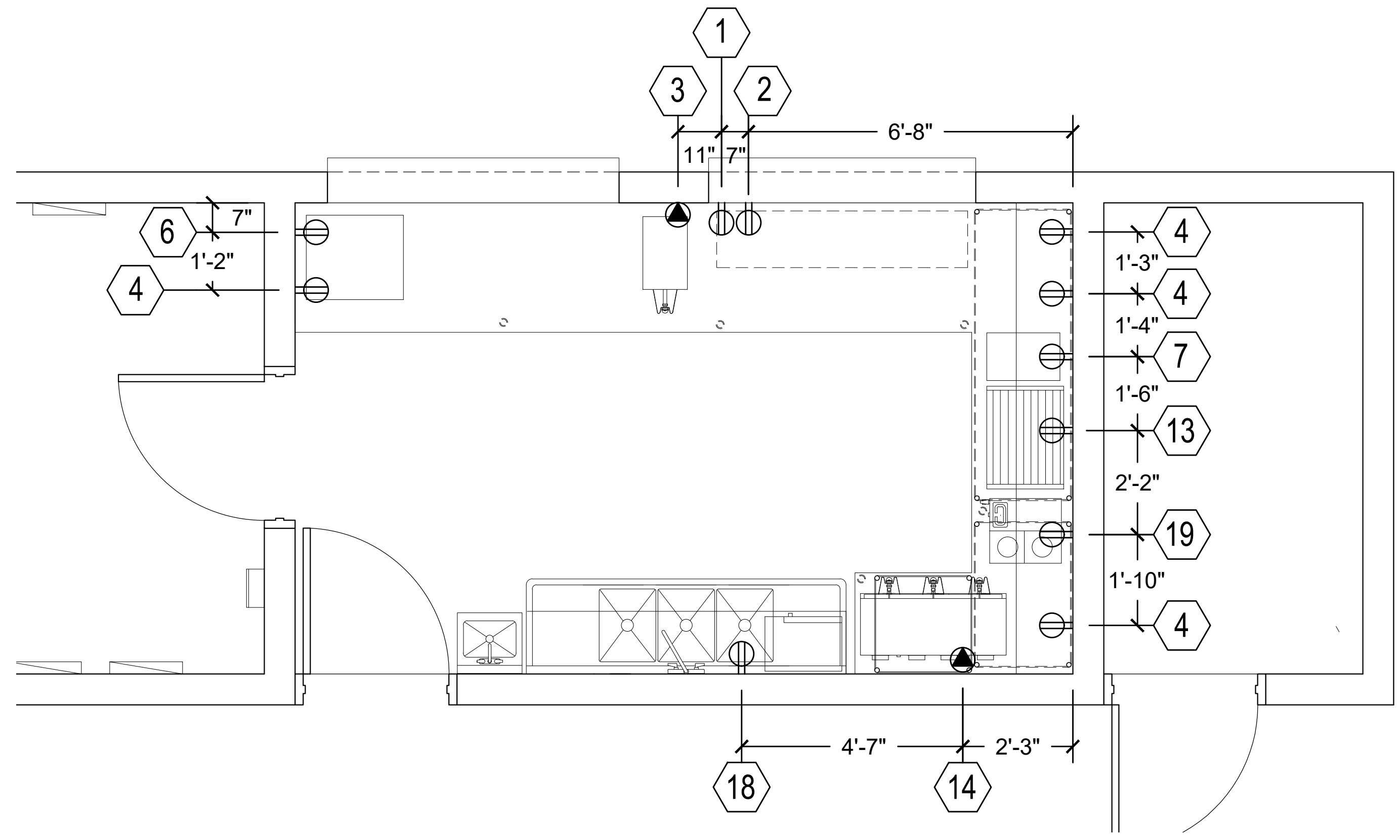


①

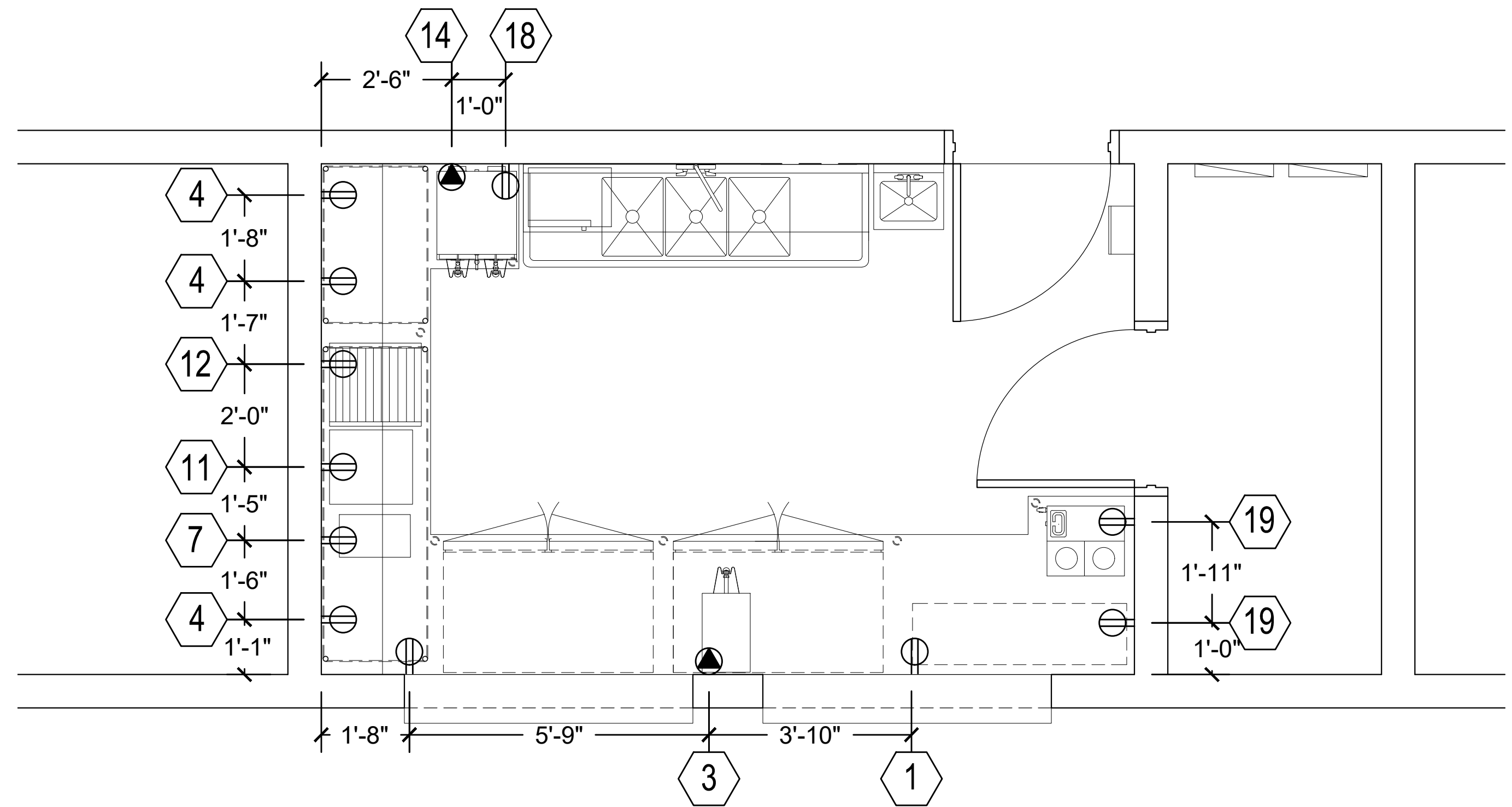
East Concession  
1/4" = 1'-0"

EQUIPMENT		PLUMBING					SCHEDULE			NOTES	
ITEM #	QTY.	DESCRIPTION	AFF	HOT WATER	COLD WATER	INDIRECT WASTE	DIRECT WASTE	FLOOR SINK	GAS		BTU
1	2	FREEZER, UNDER COUNTER	-								
2	2	REFRIGERATOR, UNDER COUNTER	-								
3	2	HOT WATER DISPENSER	24		1/2						
4	2	COUNTER TOP, STAINLESS STEEL	-								
5	8	STORAGE SHELVING, UNDER COUNTER	-								
6	NIC	POP CORN MACHINE	-								
7	NIC	NACHO CHEESE DISPENSER	-								
8	NIC	SPARE NUMBER	-								
9	NIC	SPARE NUMBER	-								
10	NIC	SPARE NUMBER	-								
11	NIC	PRETZEL MERCHANDISER	-								
12	2	WALL SHELVES	-								
13	NIC	HOT DOG, ROLLER GRILL	-								
14	NIC	COFFEE BREWER / URN	48		1/2						
15	2	HAND SINK	STND	1/2	1/2			2			
16	2	SINK, 3 COMPARTMENT	14	1/2	1/2	1-1/2		2			EXTEND INDIRECT WASTE TO FLOOR SINK
17	2	WALL SHELVES	-								
18	NIC	MICROWAVE	-								
19	NIC	COFFEE BREWER / POUR THRU	-								
END	OF	ITEMS									

LEGEND:  
 OOF = Out Of Floor    AFF = Above Finished Floor    OOC = Out Of Ceiling    NIC = Not In Kitchen Contract    KEC = Kitchen Equipment Contractor    GC = General Contractor  
 STND = Standard Height



② West Concession  
1/4" = 1'-0"

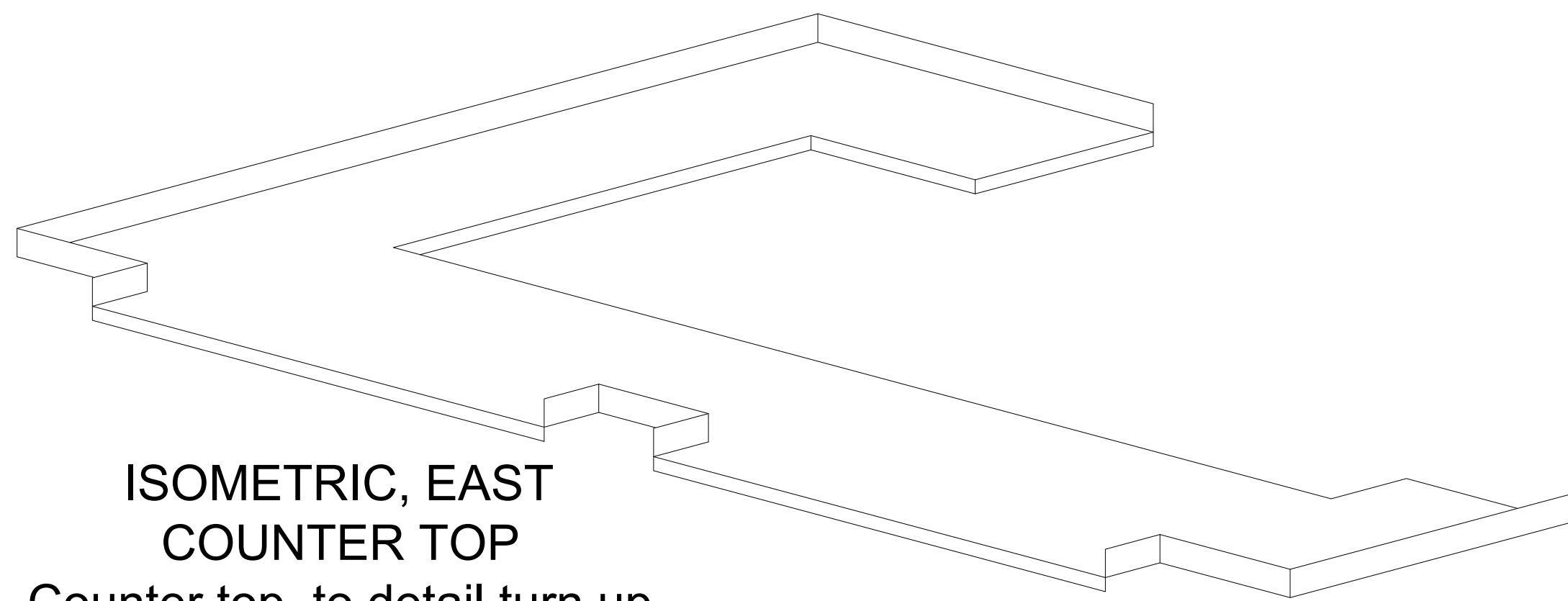


① East Concession  
1/4" = 1'-0"

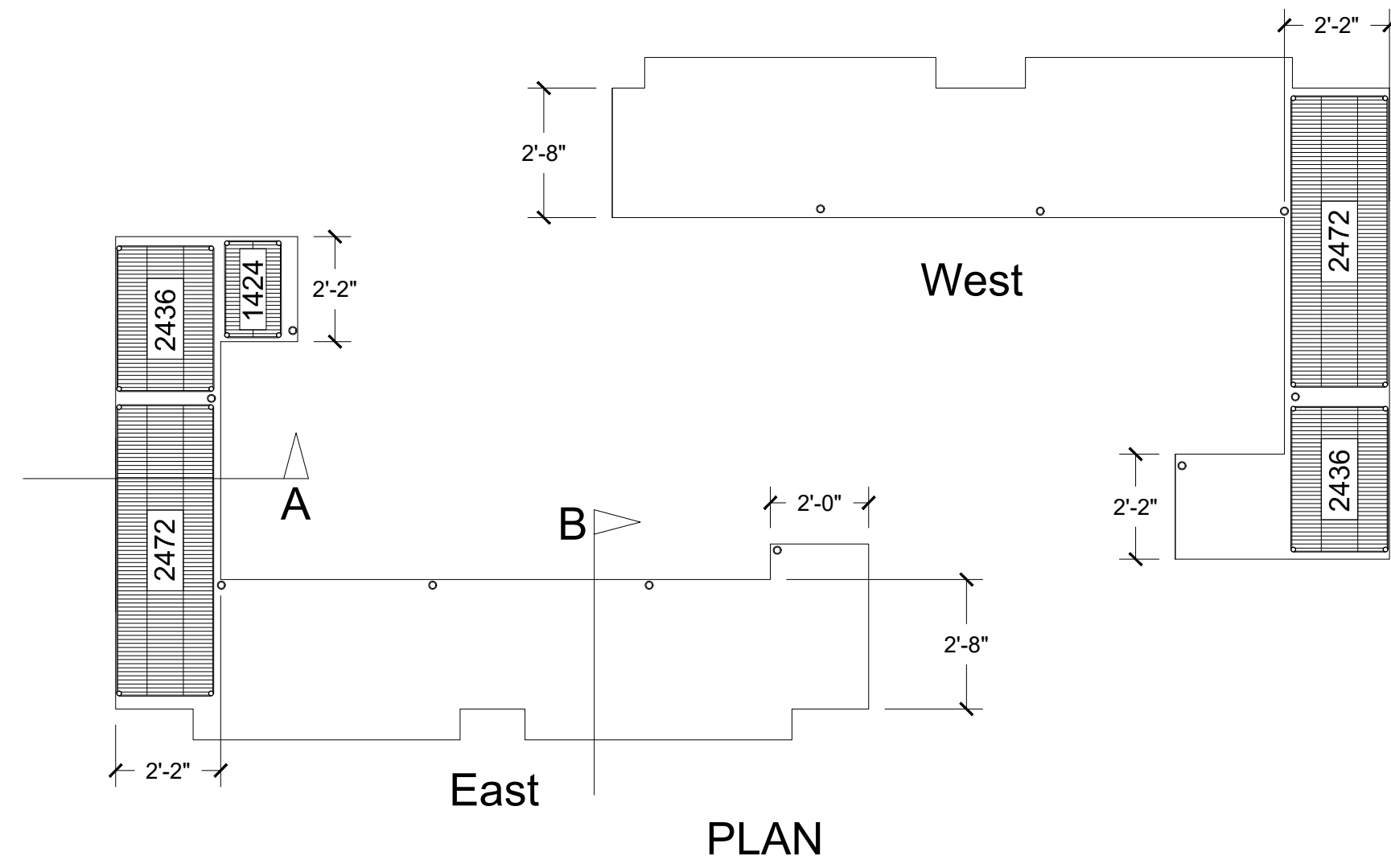
EQUIPMENT		ELECTRICAL SCHEDULE					NOTES	
ITEM #	QTY.	DESCRIPTION	AFF	VOLT	AMP	PHASE		KW
1	2	FREEZER, UNDER COUNTER	24	115	14	1		UNIT SUPPLIED w/ CORD AND PLUG
2	2	REFRIGERATOR, UNDER COUNTER	24	115	10	1		UNIT SUPPLIED w/ CORD AND PLUG
3	2	HOT WATER DISPENSER	24	208	39	1		
4	2	COUNTER TOP, STAINLESS STEEL	48	115	15	1		CONVENIENCE OUTLETS
5	8	STORAGE SHELVING, UNDER COUNTER	-	-	-	-	-	
6	NIC	POP CORN MACHINE	48	115	20	1		UNIT SUPPLIED w/ CORD AND PLUG
7	NIC	NACHO CHEESE DISPENSER	48	115	15	1		UNIT SUPPLIED w/ CORD AND PLUG
8	NIC	SPARE NUMBER	-	-	-	-	-	
9	NIC	SPARE NUMBER	-	-	-	-	-	
10	NIC	SPARE NUMBER	-	-	-	-	-	
11	NIC	PRETZEL MERCHANDISER	48	115	15	1		UNIT SUPPLIED w/ CORD AND PLUG
12	2	WALL SHELVES	-	-	-	-	-	
13	NIC	HOT DOG, ROLLER GRILL	48	115	20	1		UNIT SUPPLIED w/ CORD AND PLUG
14	NIC	COFFEE BREWER / URN	48	240	33	1		VERIFY W/ EXISTING UNIT
15	2	HAND SINK	-	-	-	-	-	
16	2	SINK, 3 COMPARTMENT	-	-	-	-	-	
17	2	WALL SHELVES	-	-	-	-	-	
18	NIC	MICROWAVE	72	115	20	1		
19	NIC	COFFEE BREWER / POUR THRU	48	115	20	1		
END OF ITEMS								

LEGEND:  
 OOF = Out Of Floor    AFF = Above Finished Floor    OOC = Out Of Ceiling    NIC = Not In kitchen Contract    KEC = Kitchen Equipment Contractor  
 GC = General Contractor    ROOF = Exterior roof of building    EXT = Exterior of building



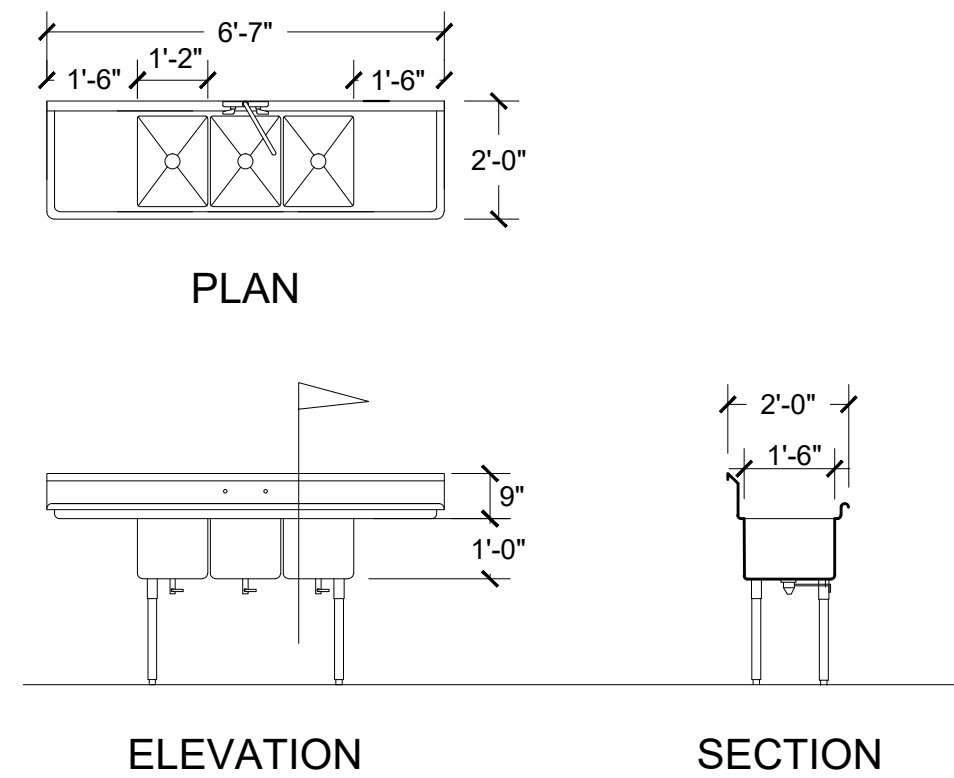
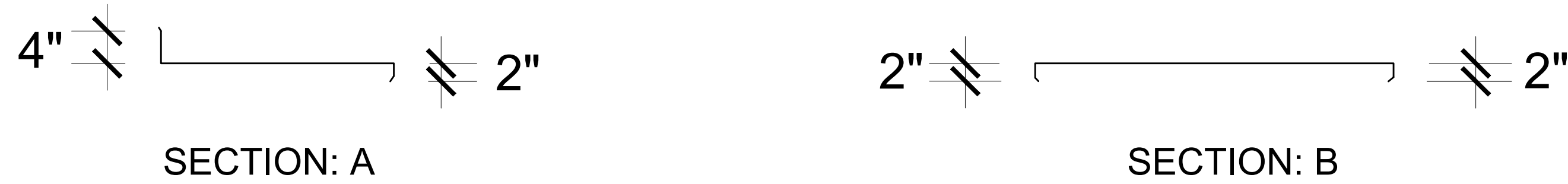


**ISOMETRIC, EAST  
COUNTER TOP**  
Counter top, to detail turn up  
and turn down edges.



**Item #4: Counter Tops w/ Item #5: Under Counter Shelving layout**

Top to be fabricated from 16 gauge stainless steel, with appropriate supporting structure as not to sag or deform under the weight of the equipment. All field welds shall be of good workmanship, properly supported and seamlessly blended into adjacent stainless steel top finish. 4" turn-up at all wall contact points and 2" turn-down at all work and pass through edges, with a return on all edges (see SECTION: A). 1-5/8" stainless steel legs. Leg placement and counter top width as shown, to allow for under counter shelving and refrigeration fitment, verify all top dimensions with equipment specification documents and site conditions. All dimensions shown are to illustrate the width of the counter tops only. All field dimensions and proper fit to existing structure, existing ceiling doors, etc., shall be the responsibility of the KEC.



**Item #16: 3 Compartment Sink**

Sink shall be fully fabricated from 16 gauge stainless steel, NSF construction, lever drains, faucet and clips to fasten sink to wall. Overall length of sink unit must not exceed the length dimension shown on the drawing.

# GENERAL NOTES

## GENERAL NOTES

Certain items are listed in the Itemized Equipment Specification as supplied by KEC and installed by G.C. Failure to observe / include these specifications in the G.C. bid does NOT obviate the G.C. of responsibility to fulfill / perform to these specifications. All items covered in this General Notes, may not apply only to every project. Please consult the specification documents for additional information.

It will be the responsibility of the G.C. and all trades to inspect the job site, review and familiarize themselves with the relevant kitchen equipment drawings, health department requirements, schematics, cut sheets, specification brochures, etc. The submission of proposals by the G.C. and subcontractors will be construed as evidence that they have familiarized themselves with the kitchen project in total. Claims made subsequent to the proposals for additional materials and labor because of difficulties encountered, will not be recognized if they could have been foreseen had proper examination been made.

The KEC food service drawings are provided for reference and are the opinion of Kitchen Tech Inc. only. All items are to be verified with the Architect, Interior Designers, Engineers and or Ownership as required. At no time are the KEC Food Service drawings to be used for construction purposes or referenced as construction documents.

**PLUMBING:**  
All drain lines to be run 6" AFF with no open Uni-strut, supports, wire ties, etc. Flex gas disconnect and restraint cables supplied by the KEC are installed by G.C. Hand sinks supplied by the KEC are installed by G.C. The G.C. is responsible to flush / sanitize all debris/metal filings from the water supply lines prior to installation of faucets, pot/kettle fillers, hand sinks, etc. All damage due to foreign material entering fixture seats and washers is the responsibility of the G.C. G.C. is to provide all required backflow prevention devices as required by code. All floor sinks must be located as to allow access for cleaning / clean out and 1/2" exposure of floor sink from equipment edge, without causing a trip hazard. All floor sink grates are to be flush with the finished floor. All hand sinks should be located as not to interfere with adjacent equipment placement. Some municipalities now require solids interceptors to be installed downstream of garbage disposal units. This interceptor shall be specified by the mechanical engineers, furnished and installed by the mechanical contractor. Relocation of hand sinks due to improper placement is the responsibility of the plumbing contractor. It is the responsibility of the plumbing engineer(s) to determine size and location of the grease interceptor and which kitchen drains, hand sinks, floor sinks, etc., must drain as per code. It is the responsibility of the plumbing contractor and/or engineer(s) to obtain Health Department approval for existing floor drains, floor sinks, etc., which they intend to reuse and may not comply with current codes. The KEC supplies only items called out in the equipment purchase contract. The KEC does not supply plumbing parts, fittings, brackets, mounts, excursions, sleeves, supplies, etc. unless specified. When the KEC supplies a range mounted salamander broiler, the plumber is responsible to hard pipe both gas supplies to a common connection point, with individual gas regulators run to each unit. In this installation configuration, only one flex gas line is needed. All gas fired equipment will require the manufacturers supplied gas regulator, to be installed by the GC. GC to supply any alternate, high pressure, etc., regulators required to make the equipment operational. Alternate regulator installation may void manufacturers warranty, please consult with the manufacturer for specific details. All gas lines are to be run concealed inside walls. Commercial foodservice equipment manufacturers reserve the right to make periodic changes to their products, regarding gas volume and pressure requirements, without changing their specification sheets and without notifying the foodservice consultant or the end user. While every effort is made to ensure accurate utility information, at no time will Kitchen Tech be responsible for equipment manufacturer changes to utility service requirements.

**ELECTRICAL:**  
All above and below ceiling electrical must be complete prior to equipment installation. This includes but is not limited to pulling of wire, outlet installation and trimming of outlets. Direct connect wire must be pulled to the j-box and ready for connection to equipment. All locations and cabling requirements for Point of Sale, telephone service, CAT-5e, etc. is the responsibility of the electrical engineer / contractor to coordinate with the operator / owner. The KEC does not supply any electrical parts or supplies. GFCI's are required as per code. It is the responsibility of the electrical engineer and/or electrical contractor to coordinate the specific electrical requirements of all owner supplied equipment and or existing equipment. Commercial foodservice equipment manufacturers reserve the right to make periodic changes to their products, regarding voltage and amperage requirements, without changing their specification sheets and without notifying the foodservice consultant or the end user. While every effort is made to ensure accurate utility information, at no time will Kitchen Tech be responsible for equipment manufacturer changes to utility service requirements. All cord reels shall be Hubbe model number HLCB25163C, unless unacceptable due to code. GC shall submit alternate cord reels for review and approval.

**ELECTRICAL CONTROL PANEL:**  
The GC is responsible to provide the Electrical Control Panel, which specifically interconnects exhaust fans, MUA units, fire alarm, electrical below the hood, etc. in the event the fire suppression system is triggered. The design and functional system of the ECP is the responsibility of the electrical engineer and GC. The KEC is not responsible to supply, coordinate or instruct the function of this item. The fire suppression control cabinet is not the ECP and it is not a suitable enclosure for the ECP, and cannot be used as such. There are no electrical disconnects, relays, shunt trip breakers, etc. supplied by the KEC or fire suppression contractor. This system must be operational for final Building / Fire Dept. inspection, prior to final health department inspection. It is highly recommended that the electrical engineer complete a schematic showing the interconnect system as part of the electrical engineering drawings.

**FIRE SUPPRESSION SYSTEM:**  
When the KEC supplies the fire suppression system it will include the fire suppression control cabinet w/ dry contactors (microswitches), piping of the exhaust hood w/ nozzles and chrome sleeves, plenum piping, manual gas valve, manual pull station adjacent to kitchen exit and one final inspection. This inspection will be conducted after the ECP interconnection system is fully operational. The GC is responsible to provide any additional contactors as needed for additional connections. The manual gas valve will be supplied to the plumber during construction for installation in the gas supply line prior to the equipment. This valve is to be installed above ceiling, within 10' of the exhaust hood and in a place easily accessible for regulatory inspections.

**LIGHTING IN KITCHEN AREA:**  
Health department Foot Candle (F.C.) lighting requirements are as follows:  
**Kitchen and Bar areas:**  
Min. of 50 F.C. at work surface or at 36" AFF.  
**Utensil / equipment storage and lav:**  
Min. of 20 F.C.  
**Walk in cooler / freezer:**  
Min. of 10 F.C.

**KITCHEN FINISHES:**  
**Walls:** FRP (fiberglass reinforced plastic) panels installed from floor to ceiling are recommended, in a light color or white which will easily show dirt or soil. Walls consisting of finished drywall with a painted surface (epoxy or otherwise) are not recommended due ease of damage from long term cleaning, scrubbing or bumping walls.  
**Ceilings:** White, vinyl coating gypsum panels are recommended above all foodservice and bar areas.  
**Floors:** Epoxy coated or quarry tile (non slip, sealed and sealed grout) is recommended.  
Any variation from these recommendations may require samples be submitted to the health department for approval. It is the responsibility of the general contractor and or architect to supply the KEC with alternate samples for submittal.

**HVAC:**  
All hanging of hoods, ductwork runs, welding, fire wrap, etc. must be complete prior to equipment installation. When the KEC's contract includes supplying the exhaust hoods and or condensate hoods, it does NOT include installation, hanging, fans, switches, controls, ductwork, welding, roof penetrations, fire wrap, Electrical Control Panel, shunt trip breakers, interlock, or other items to make those systems operational.

**WALL SHELVES AND WALL MOUNTED EQUIPMENT :**  
Unless detailed / noted otherwise, all wall mounted equipment / shelving will be mounted directly to the wall studs and does not require internal wall backing. Heavy gauge metal wall studs will be required to ensure proper load handling.

**FINISHED WALL DIMENSIONS & CUSTOM FABRICATED ITEMS:**  
Owner and or GC shall make the kitchen area available for field measurement of finished walls (including stud, drywall, joint compound, FRP, etc) a minimum of 7 weeks prior to the scheduled installation date for the kitchen equipment. If finished wall dimensions are not available at that time, the owner and GC take full responsibility to provide this information in writing to the KEC. If the dimensions provided to the KEC are incorrect, the owner and or GC shall be responsible for any additional cost of changing the building, the equipment or both.

**KITCHEN EQUIPMENT INSTALLATION:**  
Installation is defined as equipment delivery to job site, assemble / setup, move in to place and make ready for final connection by the G.C. It does not include any type of mechanical, electrical, plumbing work or instruction how to perform.

Prior to the kitchen equipment installation all construction, mechanical, electrical, plumbing and HVAC must be 100% complete, other than equipment needing only final connection. Ceiling tiles and light fixtures installed with all above ceiling work/inspections complete. Walls to be completely finished as per architectural specifications (epoxy or FRP paneling). Floor to be set, sealed, cured and ready for heavy use. All floor sink covers/grates shall be in place prior to equipment being set in place to avoid an unsafe work environment. Health Department construction inspection has been completed. Under the above stated conditions the install process will take approximately 10-15 working days to complete prior to final health department inspection. Weekend, holiday and or after hours work is not included unless specifically called out in the installation contract. Significant delays should be anticipated/scheduled when the above noted conditions are not complete at the time of KEC installation.

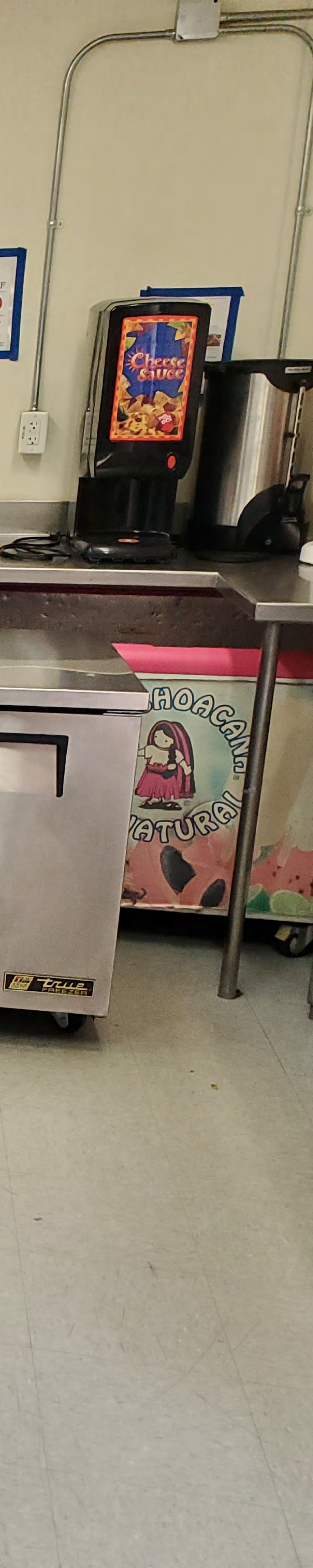
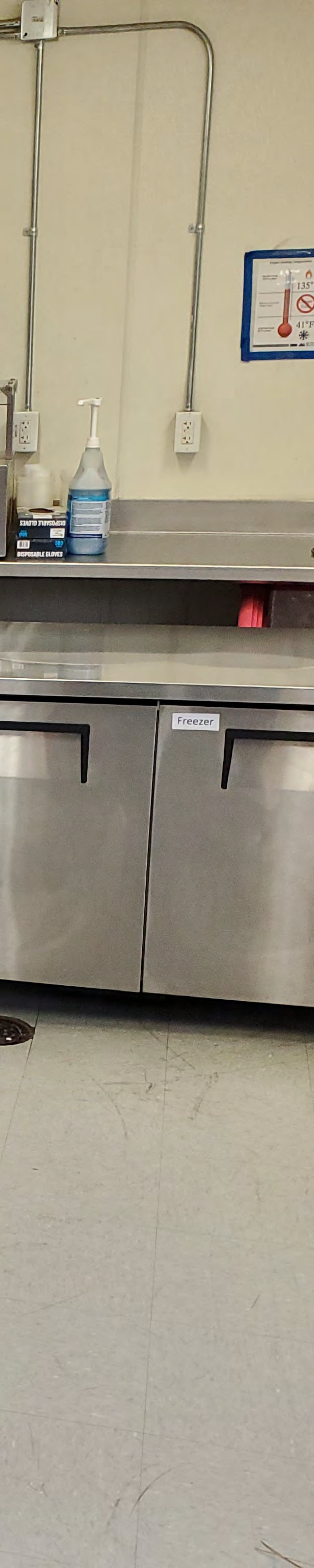
The G.C. shall provide a dumpster suitable for all trash removal generated by the kitchen equipment installation process. All exterior paving and concrete work providing access to the kitchen area must be complete, prior to equipment installation or G.C. shall provide alternate unimpeded access. The G.C. shall provide finished floor/carpet protection to facilitate moving heavy kitchen equipment from the nearest street level entrance to the kitchen area. GC shall provide clear, unobstructed ingress and egress from the kitchen area. In the event the kitchen is located above or below street level and the elevators / lifts are not yet operational or certified, the GC shall provide at their cost, all lifts, attended elevator access, additional manpower, etc to facilitate movement of the kitchen equipment from street level to the kitchen location. Stairs are not considered acceptable ingress and egress from the kitchen area.

**USED OR OWNER SUPPLIED EQUIPMENT:**  
When the owner supplies any new or used equipment outside the KEC equipment purchase contract and or the commercial kitchen is being remodeled where existing equipment will be reused in the new design, the owner is fully responsible for disconnecting, moving, storage, staging, delivery, repair, modification, cleaning, refurbishment, installation, final connection, start up, calibration, health department and regulatory compliance of those items, unless specifically called out in the equipment purchase contract. It is the responsibility of the electrical engineer and/or electrical contractor to coordinate the specific electrical requirements of all owner supplied equipment and or existing equipment.

All dimensions referenced or shown are measured from finished surfaces.  
All kitchen equipment is strictly prohibited from being used as a work surface by any and all trades. Failure to observe this restriction will result in all damages being charged back to the respective subcontractor / trade. All equipment will be set in place ONE TIME as per kitchen design schematic for connection by the respective trades. Equipment which is moved by anyone, for any reason must be returned to its original location without exception.

**COMPLIANCE TO NOTES:**  
The KEC equipment contract and all notes contained herein supersede any and all verbal conversation with the KEC regarding responsibility to perform work or supply any part or item. Any issues which contradict these notes are to be submitted in writing to the architect, KEC and owner for review. An approval or denial will be supplied in writing to the GC or the respective trade making the request. At no time will any on site request of the KEC be construed as an obligation on the part of the KEC. Requests made of the KEC which are outside the scope of the KEC contract will not be accepted as cause for work delays. All trades are responsible for taking whatever steps are necessary to complete their scope of work in a timely manner.





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Equipment + Service + Supplies  
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F-3000

DO NOT REMOVE

Crepe  
Mango Ice  
Chocolate  
Banana Split

Member's Mark  
POWER FLEX  
200 Tall Kitchen Bags

Ziploc

135°F  
41°F

Cheese Sauce

HOAGANATURAL

Fridge

Freezer

Freezer





Freezer







Member's Mark  
**POWER FLEX**  
200 Tall Kitchen Bags

The Coolest Ice Cream Co. Limited  
Candy

Freezer

HOAGAN  
NATURAL

SoftPull

Proper Handwashing

135°F  
41°F





LICENSE TO OPERATE A RETAIL FOOD ESTABLISHMENT  
This license is issued to the holder for the purpose of operating a retail food establishment in accordance with the provisions of the Food Code. The license is valid for the period indicated on the license. The holder of this license is responsible for ensuring that the establishment complies with all applicable food safety regulations. This license is not valid if the holder is not a resident of the State of California. The holder of this license is responsible for ensuring that the establishment complies with all applicable food safety regulations. This license is not valid if the holder is not a resident of the State of California.

La Michoacana  
El Mariscal  
COCOBLIT BAR  
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Hot Fresh  
Cheese  
Sauce

divine DivineIceCreamNow.com (970) 443-1933  
STRAWBERRY BAR  
COCONUT BAR  
LA MICHOCANA  
& NATURAL

HOT  
DOGS

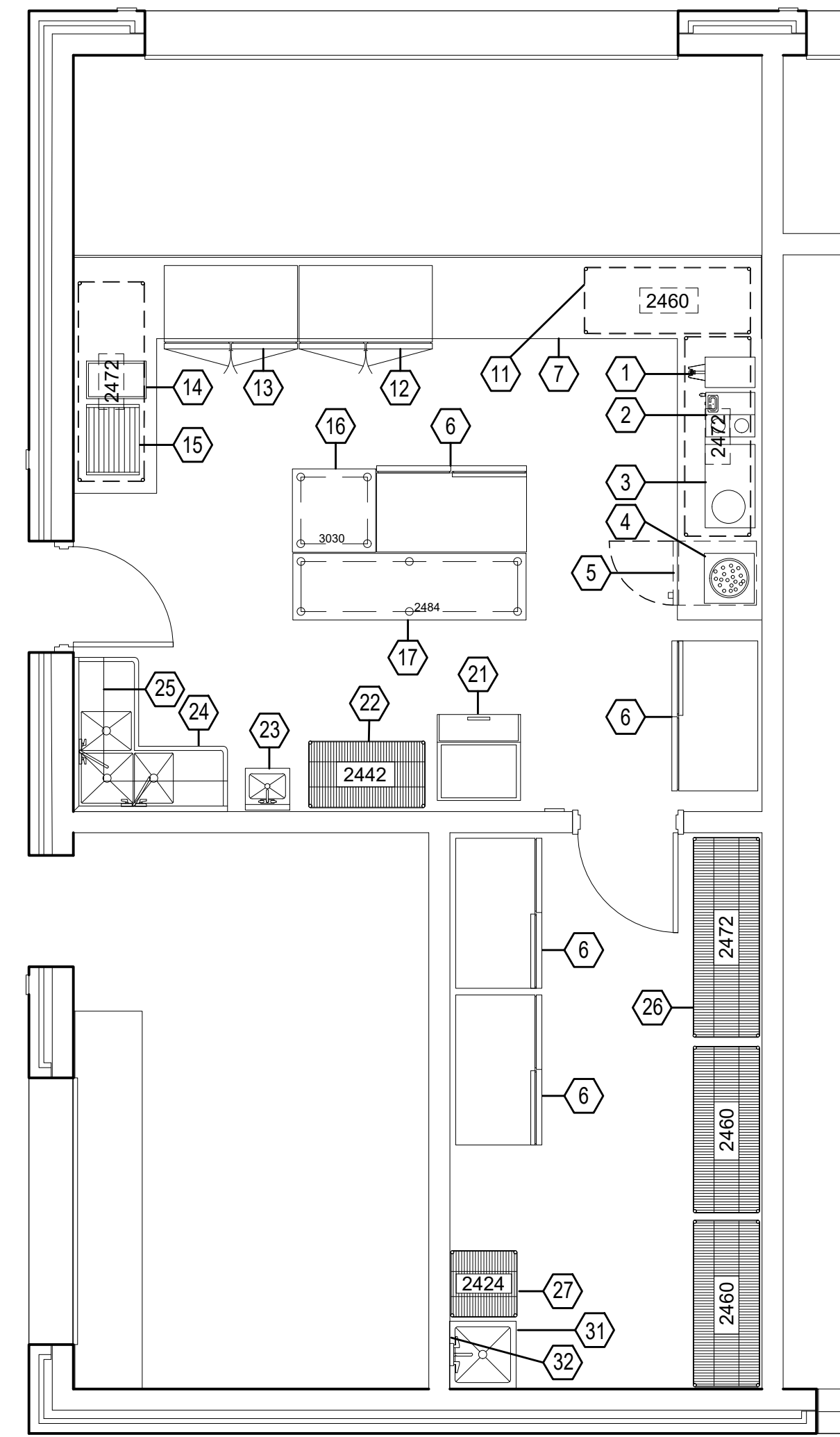
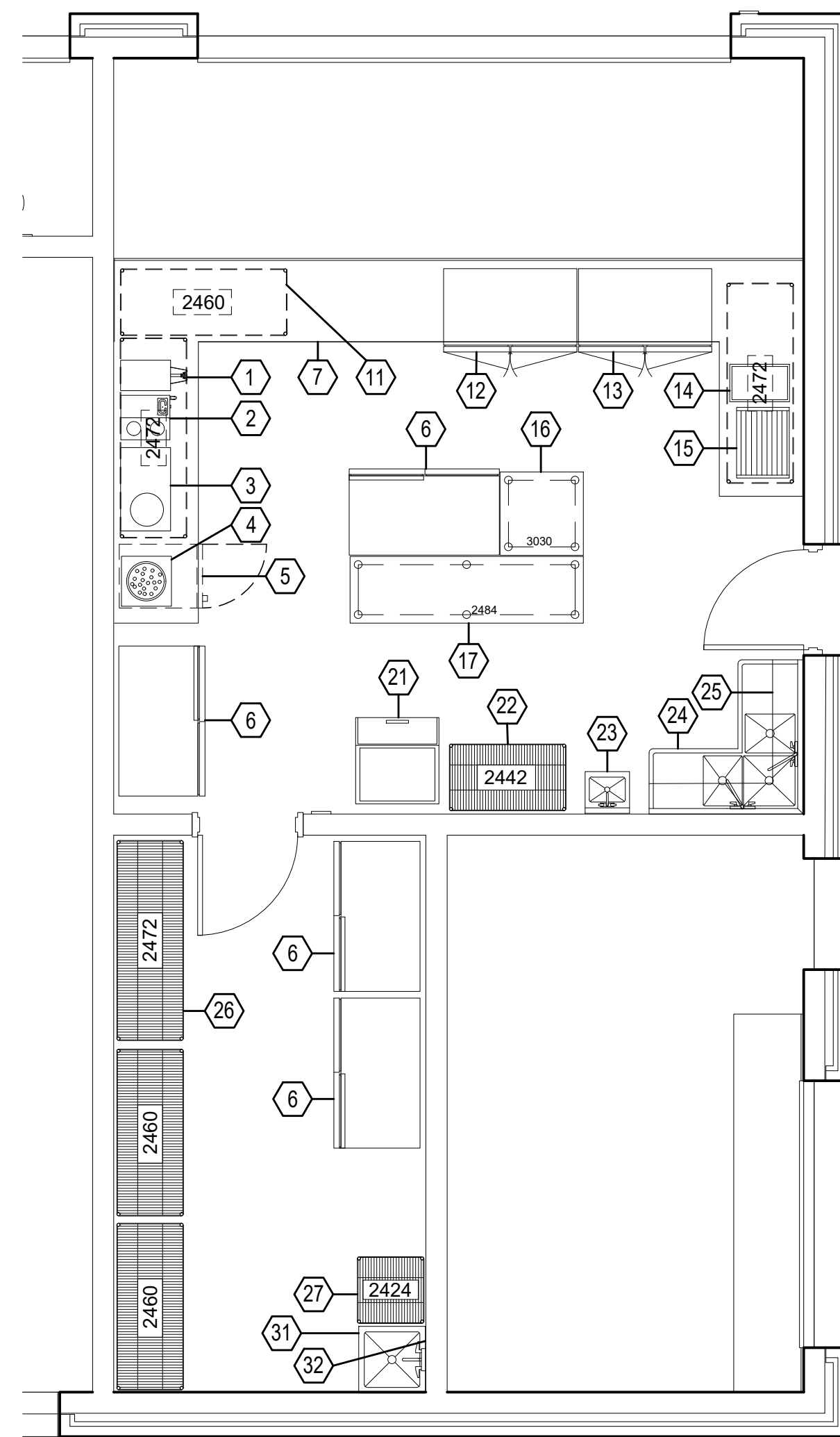
DAWN

Hand Soap

Freezer

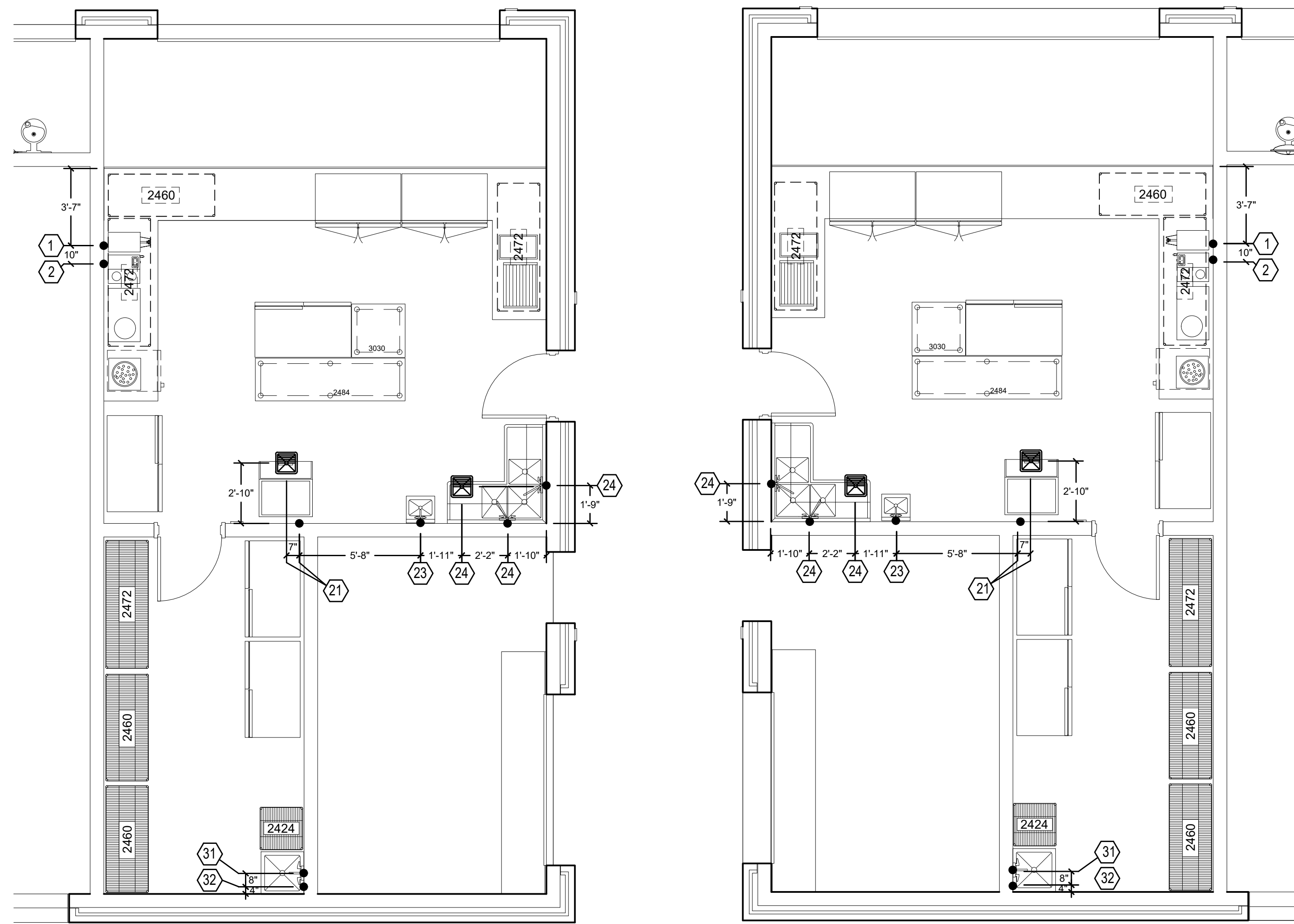


**EXHIBIT E: TIMNATH STADIUM CONCESSIONS FLOOR PLANS & PHOTOS**



EQUIPMENT		SCHEDULE		
ITEM #	QTY.	DESCRIPTION	NOTES	PROVIDED BY
1	2	HOT WATER DISPENSER	COUNTER TOP	KEC
2	NIC	COFFEE BREWER	COUNTER TOP	VENOR
3	2	POPCORN POPPER	COUNTER TOP	KEC
4	2	PIZZA DISPLAY / WARMER	COUNTER TOP	KEC
5	2	PIZZA HOLDING CABINET	UNDER COUNTER	KEC
6	NIC	MERCHANDISER, GLASS SLIDING DOOR		VENOR
7	2	COUNTER TOP, STAINLESS STEEL	SELF SUPPORTED BY LEGS	KEC
8	NIC	SPARE NUMBER		
9	NIC	SPARE NUMBER		
10	NIC	SPARE NUMBER		
11	6	SHELVING, UNDER COUNTER	OPEN WIRE, POLY COATED	KEC
12	2	REFRIGERATOR, 2 DOOR	UNDER COUNTER	KEC
13	2	REFRIGERATOR, 2 DOOR	UNDER COUNTER	KEC
14	2	HOT FOOD WELL, NACHO SAUCE	COUNTER TOP	KEC
15	2	HOT DOG ROLLER GRILL	COUNTER TOP	KEC
16	2	WORK TABLE	STAINLESS STEEL	KEC
17	2	WORK TABLE	STAINLESS STEEL	KEC
18	NIC	SPARE NUMBER		
19	NIC	SPARE NUMBER		
20	NIC	SPARE NUMBER		
21	2	ICE MACHINE AND BIN		KEC
22	2	CLEAN UTENSIL STORAGE	OPEN WIRE, POLY COATED	KEC
23	2	HAND SINK		KEC
24	2	SINK, 3 COMP		KEC
25	2	WALL SHELF		KEC
26	6	STORAGE SHELVING	OPEN WIRE, POLY COATED	KEC
27	2	CLEANING CHEM STORAGE SHELVING	OPEN WIRE, POLY COATED	KEC
28	NIC	SPARE NUMBER		
29	NIC	SPARE NUMBER		
30	NIC	SPARE NUMBER		
31	NIC	MOP SINK		GC
32	NIC	HOSE BIB FOR CHEM DISPENSER		GC
END OF ITEMS				

LEGEND:  
KEC = Kitchen Equipment Contractor    NIC = Not In kitchen Contract    GC = General Contractor



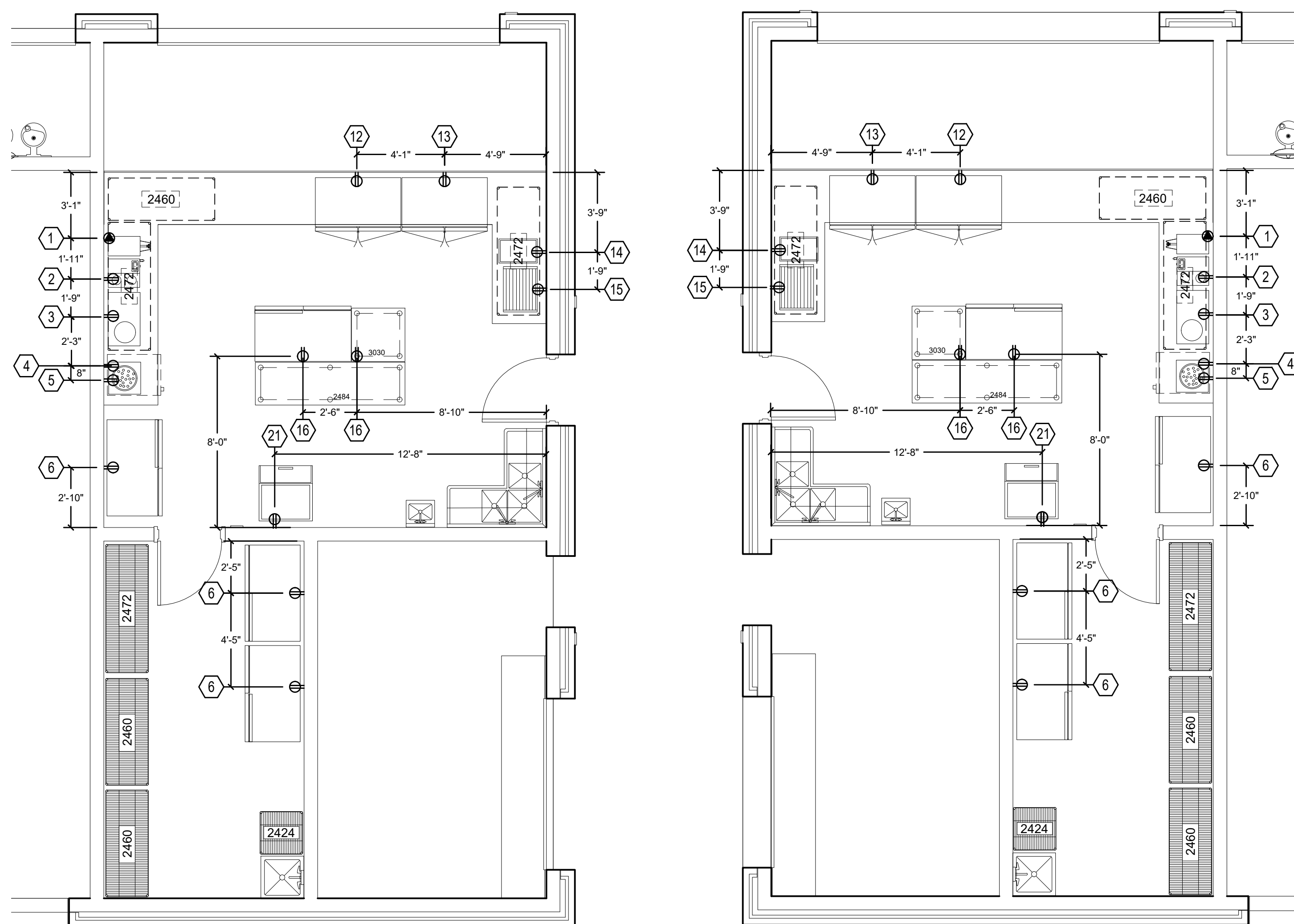
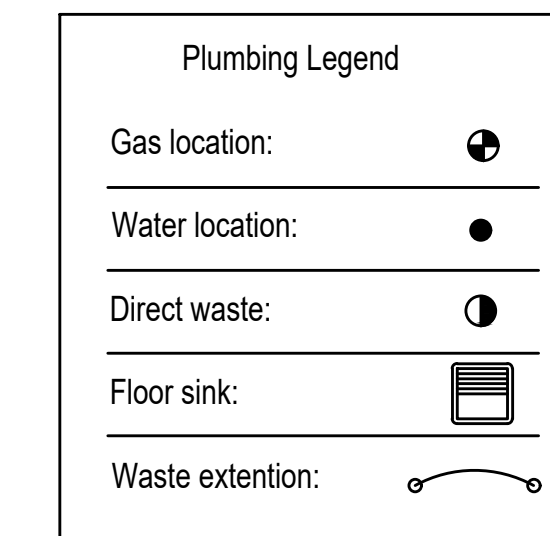
**WEST CONCESSIONS**

**EAST CONCESSIONS**

**KITCHEN PLUMBING**

EQUIPMENT		PLUMBING				SCHEDULE			NOTES		
ITEM #	QTY.	DESCRIPTION	AFF	HOT WATER	COLD WATER	INDIRECT WASTE	DIRECT WASTE	FLOOR SINK		GAS	BTU
1	2	HOT WATER DISPENSER	48		1/2						
2	NIC	COFFEE BREWER	48		1/2						
3	2	POPCORN POPPER	-								
4	2	PIZZA DISPLAY / WARMER	-								
5	2	PIZZA HOLDING CABINET	-								
6	NIC	MERCHANDISER, GLASS SLIDING DOOR	-								
7	2	COUNTER TOP, STAINLESS STEEL	-								
8	NIC	SPARE NUMBER	-								
9	NIC	SPARE NUMBER	-								
10	NIC	SPARE NUMBER	-								
11	6	SHELVING, UNDER COUNTER	-								
12	2	REFRIGERATOR, 2 DOOR	-								
13	2	REFRIGERATOR, 2 DOOR	-								
14	2	HOT FOOD WELL, NACHO SAUCE	-								
15	2	HOT DOG ROLLER GRILL	-								
16	2	WORK TABLE	-								
17	2	WORK TABLE	-								
18	NIC	SPARE NUMBER	-								
19	NIC	SPARE NUMBER	-								
20	NIC	SPARE NUMBER	-								
21	2	ICE MACHINE AND BIN	60		1/2	1		2			EXTEND DRAIN TO EXISTING FLOOR SINK
22	2	CLEAN UTENSIL STORAGE	-								
23	2	HAND SINK	-								
24	2	SINK, 3 COMP	15	1/2	1/2	2		2			EXTEND DRAIN TO EXISTING FLOOR SINK
25	2	WALL SHELF	-								
26	6	STORAGE SHELVING	-								
27	2	CLEANING CHEM STORAGE SHELVING	-								
28	NIC	SPARE NUMBER	-								
29	NIC	SPARE NUMBER	-								
30	NIC	SPARE NUMBER	-								
31	NIC	MOP SINK	STND	1/2	1/2			2			
32	NIC	HOSE BIB FOR CHEM DISPENSER	STND	1/2	1/2						
END OF ITEMS											

LEGEND:  
OOF = Out Of Floor AFF = Above Finished Floor OOC = Out Of Ceiling NIC = Not In kitchen Contract KEC = Kitchen Equipment Contractor GC = General Contractor  
STND = Standard Height



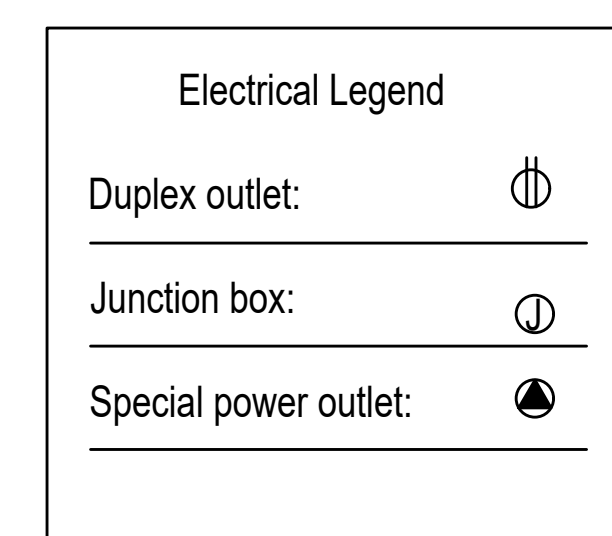
**WEST CONCESSIONS**

**EAST CONCESSIONS**

**KITCHEN ELECTRICAL**

EQUIPMENT		ELECTRICAL				SCHEDULE	NOTES
ITEM #	QTY.	DESCRIPTION	AFF	VOLT	AMP	PHASE	
1	2	HOT WATER DISPENSER	48	115	20	1	SUPPLIED W/ CORD AND PLUG
2	NIC	COFFEE BREWER	48	115	20	1	SUPPLIED W/ CORD AND PLUG
3	2	POPCORN POPPER	48	208	10	1	SUPPLIED W/ CORD AND PLUG
4	2	PIZZA DISPLAY / WARMER	48	115	15	1	SUPPLIED W/ CORD AND PLUG
5	2	PIZZA HOLDING CABINET	24	115	15	1	SUPPLIED W/ CORD AND PLUG
6	NIC	MERCHANDISER, GLASS SLIDING DOOR	24	115	15	1	SUPPLIED W/ CORD AND PLUG
7	2	COUNTER TOP, STAINLESS STEEL	48	115	15	1	UTILITY OUTLETS
8	NIC	SPARE NUMBER	-				
9	NIC	SPARE NUMBER	-				
10	NIC	SPARE NUMBER	-				
11	6	SHELVING, UNDER COUNTER	-				
12	2	REFRIGERATOR, 2 DOOR	24	115	15	1	SUPPLIED W/ CORD AND PLUG
13	2	REFRIGERATOR, 2 DOOR	24	115	15	1	SUPPLIED W/ CORD AND PLUG
14	2	HOT FOOD WELL, NACHO SAUCE	48	115	15	1	SUPPLIED W/ CORD AND PLUG
15	2	HOT DOG ROLLER GRILL	48	115	15	1	SUPPLIED W/ CORD AND PLUG
16	2	WORK TABLE	OOC	115	15	1	HANGING OUTLET AT 84" AFF
17	2	WORK TABLE	-				
18	NIC	SPARE NUMBER	-				
19	NIC	SPARE NUMBER	-				
20	NIC	SPARE NUMBER	-				
21	2	ICE MACHINE AND BIN	60	115	20	1	SUPPLIED W/ CORD AND PLUG
22	2	CLEAN UTENSIL STORAGE	-				
23	2	HAND SINK	-				
24	2	SINK, 3 COMP	-				
25	2	WALL SHELF	-				
26	6	STORAGE SHELVING	-				
27	2	CLEANING CHEM STORAGE SHELVING	-				
28	NIC	SPARE NUMBER	-				
29	NIC	SPARE NUMBER	-				
30	NIC	SPARE NUMBER	-				
31	NIC	MOP SINK	-				
32	NIC	HOSE BIB FOR CHEM DISPENSER	-				
END OF ITEMS							

LEGEND:  
OOF = Out Of Floor AFF = Above Finished Floor OOC = Out Of Ceiling NIC = Not In kitchen Contract KEC = Kitchen Equipment Contractor GC = General Contractor ROOF = Exterior roof of building EXT = Exterior of building



**GENERAL NOTES**

Certain items are listed in the Itemized Equipment Specification as supplied by KEC and installed by G.C. Failure to observe / include these specifications in the G.C. bid does NOT obviate the G.C. of responsibility to fulfill / perform to these specifications. Not all portions of the following information apply to all projects. Please request clarification, if questions arise.

It will be the responsibility of the G.C. and all trades to inspect the job site, review and familiarize themselves with the relevant kitchen equipment drawings, health department requirements, schematics, cut sheets, specification documents, contract documents, etc. The submission of proposals by the G.C. and subcontractors will be construed as evidence that they have familiarized themselves with the kitchen project in total. Claims made subsequent to the proposals for additional materials and labor because of difficulties encountered, will not be recognized if they could have been foreseen had proper examination been made.

The KEC food service drawings are provided for reference and are the opinion of Kitchen Tech only. All items are to be verified with the Architect, Interior Designers, Engineers and or Ownership as required. At no time are the KEC Food Service drawings to be used for construction purposes or referenced as construction documents.

**PLUMBING:**

All utility points shown on these drawing shall be roughed in at the designated location and shall be concealed behind / inside the walls. All drain lines to be run 6" AFF with no open UH-strut, supports, wire ties, etc. Flex gas disconnect and restraint cables supplied by the KEC are installed by G.C. Hand sinks supplied by the KEC are installed by G.C. The G.C. is responsible to flush / sanitize all drain metal fittings from the water supply lines prior to installation of faucets, polkettle fillers, hand sinks, etc. All damage due to foreign material entering fixture seats and washers is the responsibility of the G.C. G.C. is to provide all required backflow prevention devices as required by code. All floor sinks must be located as to allow access for cleaning / clean out and 1/2 exposure of floor sink from equipment edge, without causing a trip hazard. All floor sink grates are to be flush with the finished floor. All floor sinks should be 12"x12" porcelain or stainless steel, to allow for proper capture of large quantities of discharge water from dish machines and 3 compartment sinks. All hand sinks should be located as not to interfere with adjacent equipment placement. Some municipalities now require solids interceptors to be installed downstream of garbage disposal units. This interceptor shall be specified by the mechanical engineers, furnished and installed by the mechanical contractor. Relocation of hand sinks due to improper placement is the responsibility of the plumbing contractor. It is the responsibility of the plumbing engineer(s) to determine size and location of the grease interceptor and which kitchen drains, hand sinks, floor sinks, etc., must drain to it as per code. It is the responsibility of the plumbing contractor and or engineer(s) to obtain Health Department approval for existing floor drains, floor sinks, etc, which they intend to reuse and may not comply with current codes. The KEC supplies only items called out in the equipment purchase contract. Commercial dish machines require a 140 degree hot water supply. It is the responsibility of the plumbing engineer to ensure 140 degree water is available to the dish machine when activated. The KEC does not supply plumbing parts, fittings, brackets, mounts, excursions, sleeves, supplies, etc. unless specified. When the KEC supplies a range mounted salamander broiler, the plumber is responsible to hard pipe both gas supplies to a common connection point, with individual gas regulators run to each unit. In this installation configuration, only one flex gas line is needed. All gas fired equipment will require the manufacturers supplied gas regulator, to be installed by the GC. GC to supply any alternate, high pressure, etc. regulators installed equipment operational. Alternate regulator installation may void manufacturers warranty, please consult with the manufacturer for specific details. All gas lines are to be run concealed inside walls. Commercial foodservice equipment manufacturers reserve the right to make periodic changes to their products, regarding gas volume and pressure requirements, without changing their specification sheets and without notifying the food service consultant or the end user. While every effort is made to ensure accurate utility information, at no time will Kitchen Tech be responsible for equipment manufacturer changes to utility service requirements.

**ELECTRICAL:**

All utility points shown on these drawing shall be roughed in at the designated location and shall be concealed behind / inside the walls. All above and below ceiling electrical must be complete prior to equipment installation. This includes but is not limited to pulling of wire, outlet installation and trimming of outlets. Direct connect wire must be pulled to the job and ready for connection to equipment. All locations and cabling requirements for Point of Sale, telephone service, CAT-5e, etc. is the responsibility of the electrical engineer / contractor to coordinate with with the operator / owner. The KEC does not supply any electrical parts or supplies. GFCI's are required as per code. It is the responsibility of the electrical engineer and or electrical contractor to coordinate the specific electrical requirements of all owner supplied equipment and or existing equipment. Commercial foodservice equipment manufacturers reserve the right to make periodic changes to their products, regarding voltage and amperage requirements, without changing their specification sheets and without notifying the foodservice consultant or the end user. While every effort is made to ensure accurate utility information, at no time will Kitchen Tech be responsible for equipment manufacturer changes to utility service requirements. All cord reels shall be Hubbell model number HLB225 KEC, unless unacceptable due to code. GC shall submit alternate cord reels for review and approval.

**WALK IN COOLER / FREEZER:**

The walk in cooler and freezer is supplied with temperature monitoring system, adjacent to the entry door. This system may be connected to the building monitoring system in the event of temperature rise inside the cooler / freezer. Interconnection of the supplied monitoring system and any related items or equipment to make it operational, is the responsibility of the GC. Refrigerant leak detection and or alarm equipment as required by code, is the responsibility of the GC. All mechanical, electrical or plumbing connections are the responsibility of the GC. The only items which will be provided by the KEC are specifically called out in the contract documents and or equipment specification.

**GARAGE DOORS / LARGE COILING DOORS:**

Any doors which open from a cafeteria or eating area to the exterior of the building (outside) may require an air curtain, in order to meet health dept. requirements. This should be coordinated with mechanical and health dept. requirements.

**ELECTRICAL CONTROL PANEL:**

When the Electrical Control Panel (ECP) is not provided by the KEC, the GC shall provide the ECPI. Please refer to the project specification documents pertaining to the exhaust hood and ECP. The ECP controls exhaust fans, MUA, electrical below the hood, etc. in the event the fire suppression system is triggered. No electrical disconnects, relays, shunt trip breakers, etc. supplied by the KEC or fire suppression contractor. The coordinated function and wiring of the ECP is the responsibility of the electrical engineer, electrical contractor and GC. The fire suppression control cabinet is not the ECP and is not a suitable enclosure for the ECP. This system must be operational for final Building / Fire Dept. inspection, prior to final health department inspection. It is recommended that the electrical engineer complete a schematic showing the interconnect systems as part of the electrical engineering drawings.

**FIRE SUPPRESSION SYSTEM:**

When the KEC supplies the fire suppression system it will include the fire suppression control cabinet w/ dry contactors (microswitches), piping of the exhaust hood w/ nozzles and chrome sleeves, plenum piping, manual gas valve, manual pull station adjacent to kitchen exit as per code, one K class fire extinguisher and one final inspection. This inspection will be conducted after the ECP interconnection system is fully operational. The GC is responsible to provide any additional electrical contactors as needed for additional connections. The manual pull station shall be supplied by GC and location coordinated with the fire suppression installer. The manual gas valve will be supplied to the plumber during construction for installation in the gas supply line prior to the equipment. This valve shall be installed above ceiling (with suitable inspection access panels), within 10' of the exhaust hood and in a place easily accessible for regulatory inspections.

**CONDENSATE HOOD:**

When a condensate hood is specified for the project, a manual wall mounted switch shall be provided as control for the roof top fan. The switch shall be located adjacent to the dish machine, in the dish washing area. The electrical engineer shall coordinate this function.

**LIGHTING IN KITCHEN AREA:**

Health department Foot Candle (F.C.) lighting requirements are as follows:  
**Kitchen and Bar areas:**  
Min. of 50 F. C. at work surface or at 30" AFF.  
**Urn(s) / equipment storage and lav:**  
Min. of 20 F.C.  
**Walk in cooler / freezer:**  
Min. of 10 F.C.

**KITCHEN FINISHES: (recommended)**

**Walls:** FRP (fiberglass reinforced plastic) panels installed from floor to ceiling are recommended, in a light color or white which will easily show dirt or soil. Walls consisting of finished drywall with a painted surface (epoxy or otherwise) are not recommended due ease of damage from long term cleaning, scrubbing or chipping of wall surface.  
**Ceilings:** White, vinyl coating gypsum panels are recommended above all foodservice and bar areas.  
**Floors:** Quarry tile (non slip, sealed and sealed grout) is recommended. Epoxy flooring below heat generating equipment (ovens, ranges, steamers, etc.) is NOT RECOMMENDED. Heat in these areas can exceed 200 degrees Fahrenheit and exceed the auto-ignition levels of the epoxy flooring. Any variations from these recommendations may require samples be submitted to the health department for approval. It is the responsibility of the general contractor and or architect to supply the KEC with alternate samples for submittal.

**HVAC:**

All hanging of hoods, ductwork runs, welding, fire wrap, etc, must be complete prior to equipment installation. When the KEC's contract includes supplying the exhaust hoods and or condensate hoods, it does NOT include installation, hanging, fans, switches, controls, ductwork, welding, roof penetrations, fire wrap, Electrical Control Panel, shunt trip breakers, interlock, or other items to make those systems operational, unless specifically called out in the KEC contract documents.

**WALL SHELVES AND WALL MOUNTED EQUIPMENT :**

Unless detailed / noted otherwise, all wall mounted equipment / shelving will be mounted directly to the wall studs and does not require internal wall backing. Heavy gauge metal wall studs will be required to ensure proper load handling.

**FINISHED WALL DIMENSIONS & CUSTOM FABRICATED ITEMS:**

Owner and or GC shall make the kitchen area available for field measurement of finished walls (including stud, drywall, joint compound, FRP, etc) a minimum of 7 weeks prior to the scheduled installation date for the kitchen equipment. If finished wall dimensions are not available at that time, the owner and GC take full responsibility to provide this information in writing to the KEC. If the dimensions provided to the KEC are incorrect, the owner and or GC shall be responsible for any additional cost of changing the building, the equipment or both.

**KITCHEN EQUIPMENT INSTALLATION:**

Installation is defined as equipment delivery to job site, assemble / setup, move in to place and make ready for final connection by the G.C. It does not include any type of mechanical, electrical, plumbing work or instruction how to perform.

Prior to the kitchen equipment installation all construction, mechanical, electrical, plumbing and HVAC must be 100% complete, other than equipment needing only final connection. Ceiling ties and light fixtures installed with all above ceiling work/inspections complete. Walls to be completely finished as per architectural specifications (epoxy or FRP paneling). Floor to be set, sealed, cured and ready for heavy use. All floor sink covers/grates shall be in place prior to equipment being set in place to avoid an unsafe work environment. Health Department construction inspection has been completed. Under the above stated conditions the install process will take approximately 10-15 working days to complete prior to final health department inspection. Weekend, holiday and or after hours work is not included unless specifically called out in the installation contract. Significant delays should be anticipated/scheduled when the above noted conditions are not complete at the time of KEC installation.

The G.C. shall provide a dumpster suitable for all trash removal generated by the kitchen equipment installation process. All exterior paving and concrete work providing access to the kitchen area must be complete, prior to equipment installation or G.C. shall provide alternate unimpeded access. The G.C. shall provide finished floor/carpet protection to facilitate moving heavy kitchen equipment from the nearest street level entrance to the kitchen area. GC shall provide clear, unobstructed ingress and egress from the kitchen area. In the event the kitchen is located above or below street level and the elevators / lifts are not yet operational or certified for use, the GC shall provide air chair, lifts, attended elevator access, additional manpower, etc. to facilitate movement of the kitchen equipment from street level to the kitchen location. Stairs are not considered acceptable ingress and egress from the kitchen area.

**USED OR OWNER SUPPLIED EQUIPMENT:**

When the owner supplies any new or used equipment outside the KEC equipment purchase contract and or the commercial kitchen is being remodeled where existing equipment will be reused in the new design, the owner is fully responsible for disconnecting, moving, storage, staging, delivery, repair, modification, cleaning, refurbishment, installation, final connection, start up, calibration, regulatory compliance of those items, unless specifically called out in the equipment purchase contract. It is the responsibility of the electrical engineer and or electrical contractor to coordinate the specific electrical requirements of all owner supplied equipment and or existing equipment.

All dimensions referenced or shown are measured from finished surfaces.

All kitchen equipment is strictly prohibited from being used as a work surface by any and all trades. Failure to observe this restriction will result in all damages being charged back to the respective subcontractor / trade. All equipment will be set in place once as per kitchen design schematic for connection by the respective trades. Equipment which is moved for any reason must be returned to its original location.

**COMPLIANCE TO NOTES:**

The KEC equipment contract and all notes contained herein supersede any and all verbal conversation with the KEC regarding responsibility to perform work or supply any part or item. Any issues which contradict these notes are to be submitted in writing to the architect, KEC and owner for review. An approval or denial will be supplied in writing to the GC or the respective trade making the request. At no time will any on site request of the KEC be construed as an obligation on the part of the KEC. Requests made of the KEC which are outside the scope of the KEC contract will not be accepted as cause for work delays. All trades are responsible for taking whatever steps are necessary to complete their scope of work in a timely manner.

**WARRANTY:**

All warranties are provided and serviced by the respective manufacturers and or warranty repair service agents. This information can be found in the Operation & Maintenance documents provided by the KEC. Projects in outlying, rural or in areas outside the service agents service area, should be aware that most warranties will NOT cover additional fees for travel outside their standard service area. The end user / customer will be fully responsible for any and all "out of area" travel expenses. It is recommended BEFORE engaging a service agent, the end user / customer ask about additional travel fees not covered by the factory warranty.





FIRE  
EXTINGUISHER





FIRE EXTINGUISHER

DOMESTIC COLD WATER

nemco





DOMESTIC COLD WATER

DOMESTIC HOT WATER

Electrical outlet

Floor drain











