

# REQUEST FOR PROPOSAL

**PROPOSAL NOTICE ISSUED: 02-07-2007**

## COUNTY OF JEFFERSON, MISSOURI

Department of Administration  
729 Maple Street  
PO Box 100  
Hillsboro, Missouri 63050  
(636) 797-5382

## CONCESSION SERVICES

**I. PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS PROPOSAL INVITATION AND SPECIFICATIONS.**

**II. GOODS OR SERVICE FOR PROPOSAL AND CONTRACT ARE DESCRIBED BELOW:**

The agreement term is from 04-01-2007 through 11-31-2007.

Prices are firm during this agreement term. (Unless agreed upon in writing by the County). The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful VENDOR. Price increases for renewals are not authorized unless approved in writing by the County.

**III. THREE (3) COMPLETE COPIES OF SEALED PROPOSALS MUST BE DELIVERED TO:**

Office of the County Clerk  
County of Jefferson, Missouri  
729 Maple Street  
PO Box 100  
Hillsboro, MO 63050

The outside of the envelope must contain the vendor's name, address and the following language:

**SEALED PROPOSAL FOR:**

## CONCESSION SERVICES

**IV. PROPOSALS SHALL BE ACCEPTED UNTIL:**

**THURSDAY, MARCH 15, 2007, at 2:00 p.m. local time.** Thereafter, PROPOSALS shall be opened in the County Commission Assembly Room.

## **PROPOSAL REQUIREMENTS**

**A. PROPOSAL SUBMISSION:**

Submit PROPOSAL form in triplicate (three copies) with specification pages, if applicable. No facsimile PROPOSALS shall be accepted and shall be rejected.

**B. BASIS OF PROPOSAL AWARD:**

Award may be made on an item-by-item basis to the lowest and best PROPOSALS or award may be made to the lowest and best PROPOSAL total, whichever is in the best interest of the County. County may reject any or all PROPOSALS for any reason and may waive any informality. PROPOSALS submitted from a Missouri State Contract shall include a copy of the State Contract with the PROPOSAL.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Proposal or Proposals have been awarded by the County Commission within thirty (30) days following the opening of the Proposal then all Proposals will be deemed Rejected.

**C. PROPOSAL PREPARATION:**

1. VENDORS are responsible for examination of drawings, specifications, schedules and instructions.
2. Each VENDOR shall furnish the information required by the invitation. The VENDOR shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate PROPOSALS for supplies or services other than specified shall not be considered unless authorized by invitation.
4. VENDOR shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.

**D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**

PROPOSALS may be modified or withdrawn prior to the exact hour and date specified for receipt of PROPOSALS, provided the modification or withdrawal is in writing and is delivered in the same manner as a PROPOSAL submission.

**E. LATE PROPOSALS:**

It is the responsibility of the vendor to deliver his PROPOSAL or PROPOSAL modification on or before the date and time of the PROPOSAL closing to the Office of the County Clerk. PROPOSALS received late will be rejected and returned unopened to the vendor.

**F. PROPOSAL DEPOSITS:**

Proposal Deposits are not required unless specified in the Specifications.

**G. MATERIAL AVAILABILITY:**

VENDORS must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of PROPOSAL and delivery time. It is the responsibility of the VENDOR to notify the Director of Jefferson County Parks and Recreation immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

**H. ALTERNATE PROPOSALS:**

Where required, VENDORS must submit complete specifications on all alternate PROPOSALS with the PROPOSAL form. Alternate PROPOSALS without complete specifications may be rejected. Alternate PROPOSALS and exceptions to PROPOSAL clauses must be clearly noted on the PROPOSAL form. The County may accept or reject alternate PROPOSALS; whatever is most advantageous to the County.

**I. INCORPORATION OF DOCUMENTS:**

The terms of the PROPOSAL Invitation, PROPOSAL Specifications, PROPOSAL Form are incorporated into the contract as if fully setout therein.

**J**

**ADDENDA:**

Addenda to PROPOSAL specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of PROPOSAL forms. Verification is made by contacting the Office of Contracts, Grants, and Special Projects, or by reviewing the County Web Site. ([www.jeffcomo.org](http://www.jeffcomo.org)).

**K.**

**INSURANCE:**

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the Jefferson County Parks and Recreation Department and County of Jefferson against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

**THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.**

**A. ( XX ) Required ( ) Not Required      **Comprehensive General Liability Insurance****

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**B. ( XX ) Required ( ) Not Required      **Professional Liability Insurance****

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect The Jefferson County Parks and Recreation Department and the County of Jefferson against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. ( XX ) Required ( ) Not Required      **Worker's Compensation Insurance:**  
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

## **PROPOSAL FORM AND CONTRACT**

### **A. PROPOSAL REPRESENTATIONS:**

The VENDOR, by executing the PROPOSAL form certifies that:

1. The PROPOSAL complies with Request for Proposal, Form and PROPOSAL Specifications.

### **B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

1. The prices in the PROPOSAL shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the VENDOR to induce any other person or firm to submit or not to submit a PROPOSAL.

### **C. PRICE:**

The price(s) specified in this PROPOSAL shall be firm and not subject to contingency or reservation. The VENDOR represents prices specified in the PROPOSAL do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the VENDOR'S most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **PROPOSAL prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

### **D. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:**

VENDOR represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. VENDOR shall include proof of compliance with the Act with the PROPOSAL.

### **E. DEFINITIONS:**

1. The term "County" means the Jefferson County Parks and Recreation Department and the County of Jefferson, Missouri and its designated representatives.
2. The term "Supplier" means Vendor, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.

### **F. INSPECTION, ACCEPTANCE AND APPROVALS:**

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

### **G. WARRANTY:**

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

### **H. CHANGE ORDER:**

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order,

an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

**I. DELIVERIES:**

Deliveries shall be made in strict accordance with any delivery schedule contained in the PROPOSAL specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause.

**J. RESPONSIBILITY FOR SUPPLIES:**

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

**K. SUBCONTRACTS:**

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

**L. CHOICE OF LAW:**

This PROPOSAL and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

**M. TERMINATION:**

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Default: County may terminate the whole Contract or any part in either of the following circumstances:

a. If supplier fails to deliver the items required by the contract within the time specified; or  
b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

**N. NOTICE AND SERVICE THEREOF:**

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the PROPOSAL form.

**O. CONTRACT TERM:**

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

**P. COMPLIANCE WITH APPLICABLE LAWS:**

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

**Q. ACTS OF GOD:**

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

**R. SELLER'S INVOICES:**

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

**S. APPROVAL:**

It is agreed the acceptance of a PROPOSAL shall not be valid and binding upon the County until approved by the County Commission, County Counselor, as to legal form and the County Auditor provides certification of an unencumbered balance sufficient to pay the PROPOSAL/Contract price.

**T. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:**

Indicate: [ ] Individual: [ ] Partnership: [ ] Corporation.

Incorporated in the State of \_\_\_\_\_.

**U. PROPOSAL TABULATIONS:** Are not available for 5 to 7 working days following the PROPOSAL Opening.

PROPOSAL tabulations are open for public review at the time of the time of the PROPOSAL Opening or are available for review in the Office of Contracts, Grants, and Special Projects. **NO COPIES** of PROPOSAL tabulations are sent to vendors.

**JEFFERSON COUNTY, POSTS ALL “INVITATION FOR BIDS” AND  
“REQUEST FOR PROPOSALS” ON THE COUNTY WEB SITE.**

**Go To [WWW.jeffcomo.org](http://WWW.jeffcomo.org).**

**“IFB’s” and “RFP’s” CAN BE DOWNLOADED BY CLICKING ON “INVITATION FOR BIDS”.**

**SPECIFICATION  
CONTACT PERSON**

**MIKE GINGER  
JEFFERSON COUNTY PARKS AND RECREATION  
(636-797-5037)**

1. **Request for Proposals:** Qualified concessionaires are invited to submit sealed proposals to provide concession services at the Jefferson County Sports Complex ball-fields located at 4900 Byrnesville Road, House Springs, MO. In accordance with the specifications contained herein. Service shall be rendered for a) Spring Youth Soccer, b) Softball League, c) American Legion Baseball, and d) Fall Youth Soccer

2. **General Conditions**

**2.1 Exclusive Contract:** It is the desire of Jefferson County to award an exclusive contract to a vendor for the right to operate a Concession service at the Jefferson County Sports Complex located at 4900 Byrnesville Road, House Springs, Missouri. This facility includes four ball fields (one baseball and three softball) one beverage machine and one vending machine at the Skate Park.

**2.2 Dates and Times of Operation:** As this is the inaugural year for this facility it is not possible for the County to provide the vendor with accurate spectator numbers. The participant numbers for the Soccer program are reliable. Spectator numbers are unknown. Participants for the softball program are projections. Participant numbers for Legion ball are reliable; historically there are significant numbers of spectators. Rain dates: Rainouts will occur throughout the year. The schedule will be adjusted accordingly. It will be required of the Vendor to provide concession services on the “make up” dates. The County may, at its discretion, waive this requirement of the vendor. The vendor must submit a written request for a waiver. The County, at its discretion, may approve or deny the request. The successful bidder shall provide service to the public during the hours of operation for the Spring Youth Soccer Program, Summer Softball League, American Legion Baseball Season, and Fall Youth Soccer Programs. The anticipated program schedules are as follows:

**2.2.1 Spring Youth Soccer:** Nine Saturday program scheduled to run April 14, 2007 through June 16, 2007 Anticipated Hours of Operation: 8:00 a.m. to 4:00 p.m.

Anticipated number of participants: 400 maximum per day. This does not include spectators.

**2.2.2 Softball League:** Monday through Thursday starting May 21, 2007 through July 18, 2007. No scheduled games on the holidays of May 28, 2007 and July 4, 2007. Those two dates will be made up on July 16 and 18, 2007. Anticipated Hours of Operation: 6:00 p.m. to 8:00 p.m. Anticipated number of participants: 500 maximum per day. This does not include spectators.

**2.2.3 Softball Tournaments:** It is possible that softball tournaments may be scheduled at this location. The County will provide the vendor with three weeks notice prior to such event. The vendor shall provide concession service on these dates in the event the vendor has no previous commitments. Numbers of participants and spectators is not available at this time.

**2.2.4 American Legion Baseball:** American Legion will be using the field for approximately 40 days. 20 of these days will be overlapping with the Jefferson County Parks dates. The remaining dates to be determined. Number of participants approximately 42 plus coaching staff. As this is a new program we cannot provide any spectator numbers.

**2.2.5 Fall Youth Soccer:** Nine Saturday program scheduled to run September 8, 2007 through November 3, 2007, Anticipated Hours of Operations: 8:00 a.m. to 4:00 p.m. Anticipated number of participants: 400 maximum per day. This does not include spectators.

**2.3 Proposal Contents:** The County shall not award contract to any Concessionaire who, as determined by the County, has unsatisfactory performance or experience, or who lacks the necessary capital, organization and knowledge to conduct and complete the services in strict accordance with the specifications. Each must submit as part of it's proposal, a written statement covering the following points:

- 2.3.1** Resume' of individual responsible for all management functions.
- 2.3.2** Define the number of employees who will render service to the County.
- 2.3.3** Current and previous years financial statement (income balance sheet) and bank references.
- 2.3.4** Summary of food concession service. Vendors must have two (2) years experience in food service industry.
- 2.3.5** Three references from individuals or organizations that have contracted services with the vendor. The information provided shall include the name of the individual representing the firm or organization, day and evening phone number.
- 2.3.6** Describe the equipment the concessionaire intends to utilize to provide the desired service.
- 2.3.7** Proposed menu plan must be submitted including prices.

**2.4** The vendor shall be responsible to provide a modular self-contained concession unit capable of meeting all applicable codes and health regulations and desired level of service. The County shall provide electrical service and water for cleaning purposes, the existing well is for maintenance function, and it has not been approved for human consumption.

**2.5** The County will have an exclusive contract with a beverage vendor for all beverages sold at the ball fields. The concessionaire shall purchase all applicable beverage products from the vendor designated by the County.

**3. Responsibility of Concessionaire:** The Concessionaire shall submit to the County a monthly operating statement detailing the financial trans action of the concession stand. The report shall detail income sources and detail the monthly expenditures. This document shall be for the calendar month and due at the Jefferson County Parks and Recreation Department office no later then 10 work days after the end of the month.

**3.1 Concessionaire expenditures:** The vendor shall assume the expenditures associated with the following:

- 3.1.1** All printing required for food service;
- 3.1.2** Telephone cost;
- 3.1.3** All food supplies and shipping costs;
- 3.1.4** All labor including all insurance and payroll taxes;
- 3.1.5** All employee benefits;
- 3.1.6** Product Liability Insurance and other operating insurance as required;
- 3.1.7** All office equipment and office supplies;
- 3.1.8** All paper supplies necessary to provide service to the public;
- 3.1.9** All uniforms, linens and laundry service as needed;
- 3.1.10** All licenses, permits, and applicable taxes;
- 3.1.11** All food service area custodial service;
- 3.1.12** Pest control as required;
- 3.1.13** Maintenance and repairs to all concession equipment; and
- 3.1.14** All annual maintenance expenditures of the modular unit

**4. Payment to Jefferson County:** The concessionaire shall make payment to the Jefferson County Parks and Recreation Department. This payment shall be made monthly in the form of a

percentage of gross sales; gross sales are defined as all monies received by the Concessionaire for items sold less applicable sales tax, or the monthly minimum rental fee.

5. **Insurance:** The Concessionaire shall not commence work under this Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the Jefferson County Parks and Recreation Department.
  - 5.1 **Worker's Compensation Insurance:** The Concessionaire shall provide and maintain during the term of this agreement, Workman's Compensation Insurance for all employees engaged in work activities at the concession stand. Any subcontractor shall have Workman's Compensation Insurance, and the concessionaire shall submit the appropriate document to the Jefferson County Parks and Recreation Department.
  - 5.2 **Hazardous Work:** In the event that employees are engaged in work activities that are not covered by the Workman's Compensation Insurance the Concessionaire or it's contractor shall purchase and provide proper documentation, adequate employer's Liability insurance to protect employees conducting the hazardous work.
  - 5.3 **Comprehensive General Liability Insurance:** The Concessionaire shall carry public liability and property damage insurance that shall include bodily injury and accidental death to any person and subject at the minimum limits as defined below:
    - 5.3.1 Public Liability: \$1,000,000 per person \$1,000,000 per occurrence
    - 5.3.2 Property Damage: \$1,000,000 per person \$1,000,000 per occurrence
  - 5.4 **Owners Protective Insurance:** The Concessionaire shall obtain an "Owners Protective Insurance Policy" with the County of Jefferson and the Jefferson County Parks and Recreation Department as an "Additional Insured" with liability limits not less than the limits defined below:
    - 5.4.1 Bodily Injury including Death \$1,000,000 each person \$1,000,000 each occurrence
    - 5.4.2 Property Damage \$1,000,000 each occurrence \$1,000,000 each aggregate
  - 5.5 **Books and Records:** The Concessionaire shall keep and maintain proper and adequate books, record and accounts that accurately reflect total Gross Sales of the concession stand and all sums owed to the Jefferson County Parks and Recreation on a daily basis. Daily cash register sales totals must be included as part of the monthly report in a form acceptable to both parties. The books, records and accounts shall be made available for inspection by the County or authorized agent of the County between the hours of 8:00am to 5:00pm Monday through Friday.
- 5.6 **Jefferson County Parks and Recreation and The County of Jefferson To Be Indemnified and Held Harmless**
  - 5.6.1 The Agreement shall require that the Concessionaire covenants and agrees to release the Jefferson County Parks and Recreation Department and the County of Jefferson and any municipal partners from any and all liabilities of any kind or nature which is right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Concessionaire, its employees or agents, by virtue of the Agreement between the Concessionaire and the Jefferson County Parks and Recreation Department. Concessionaire further covenants and agrees to indemnify and hold the Jefferson County Parks and Recreation Department and the County of Jefferson harmless from any and all claims, rights or causes of action or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the Jefferson County Parks and Recreation Department and the Concessionaire and Concessionaire shall defend or pay the cost of defense of the Jefferson County Parks and Recreation Department and the County of Jefferson arising by virtue of any claim or cause of action for damages. Concessionaire agrees to pay any and all amounts which the Jefferson County Parks and

Recreation Department may be required to pay for damages or amounts which Jefferson County Parks and Recreation may be required to pay for damages or compensation connect with any claim arising by virtue of the Agreement between the Concessionaire and the Jefferson County Parks and Recreation Department. Concessionaire further agrees to furnish a Certificate of Insurance to the Jefferson County Parks and Recreation Department in the sum of One Million Dollars (\$1,000,000) which certificate designating the Jefferson County Parks and Recreation Department and the County of Jefferson as "Additional Insured" under its terms so as to indemnify the Jefferson County Parks and Recreation Department and the County of Jefferson from any liability Concessionaire has agreed to hold the Jefferson County Parks and Recreation Department and the County of Jefferson harmless from as set forth herein.

## **6. Licenses and Permits**

**6.1** The concessionaire shall be responsible for obtaining and paying the costs of all **necessary permits and licenses required by any applicable laws, rules and/or regulations (including the ordinances of the Jefferson County Parks and Recreation Department and the County of Jefferson).**

## **7. Health and Food Standards**

**7.1** The Concessionaire shall meet all Health and Food Standards regulations set forth by Ordinance of the Jefferson County Parks and Recreation Department and the County of Jefferson.

## **8. Concession Stand Employees**

**8.1** The Concessionaire shall provide to the Director of the Jefferson County Parks and Recreation Department a final complete list of employees prior to the start of the contract and every six months after for the length of the contract. This list shall include the names, addresses and phone numbers of the employees. All employees will be required to wear a proper uniform at all times. The Concessionaire will be required to have responsible person(s) twenty one (21) years of age or older, on duty at the Concession Stands during all hours of operation

## **9. Additional Requirements**

**9.1** Custodial Services. The Concessionaire shall (at its expense) provide its own custodial services for the Concession Stand areas. The Concessionaire shall provide and maintain proper and adequate furnishing, fixtures and equipment of the type and style suitable to serve the public in a proper manner. All problems will be addressed within 48 hours of notification.

**9.2** Clean Premises. The Concessionaire shall (at its expense), at all times, keep the premises, including windows, interior of building and equipment, clean and sanitary and in full compliance with all laws, rules and regulations of the State of Missouri, Jefferson County Health Department. The Concessionaire (at its expense) will also be required to keep all areas designated clean and clear of trash and debris, and will also be required to keep area labeled "Concession Area" including tables, chairs and grounds, clean and clear of trash, debris and spills.

**9.3** Additional Personnel. The Concessionaire shall employ and maintain sufficient help to properly and adequately serve the public at all times. The Jefferson County Parks and Recreation Department reserves the right to determine what is

sufficient help and require additional personnel if necessary (at the Concessionaire's expense)

**9.4** Penalty in Event of Late Opening. In the event the Concessionaire is late in opening a Concession Stand, Jefferson County Parks and Recreation Department may assess a \$25.00 penalty per occurrence for such late opening. Repeated late openings may result in termination of the Agreement at the Jefferson County Parks and Recreation Department's option.

**9.5** Removal of Employee. Jefferson County Parks and Recreation Department reserves the right to request the Concessionaire to remove any employee from working on the premises at which the Concession Stand is located, if in the sole opinion of the Director of the Jefferson County Parks and Recreation, such employee is incompetent or disorderly.

**9.6** Litter and Garbage. The Concessionaire shall collect all litter and garbage incident to the operation of the Concession Stand, and remove to proper dumpsters or containers as provided by the Jefferson County Parks and Recreation Department.

**9.7** Non-Discrimination. In the performance of the contract, the Contractor shall not discriminate against any person, employee or applicant for employment and/or service because of race, creed, color, sex, age or national origin and shall comply with all applicable policies and federal, state and local laws, regulations and ordinances regarding equal employment opportunities.

**9.8** Term of Agreement by Convenience. The Jefferson County Parks and Recreation Department may terminate this Agreement at any time during this term by giving a 60 day written notice of such intention to terminate this Agreement and setting forth a specific termination date. The Contractor may terminate this agreement by giving a written notice of 60 days. The Contractor may not terminate prior to the end of a specific contract year.

**9.9** The Contractor will begin negotiations with the Jefferson County Parks and Recreation Department 120 days prior to the contract anniversary date of proposed increases (if any).

**9.10** Purchasing. In order to facilitate accounting and control, the Contractor shall purchase all food and supplies in its own name.

**9.11** Evaluation of Service. The Jefferson County Parks and Recreation Department shall designate the Director or his delegates or others deemed appropriate to evaluate the operations of the contractor. The Jefferson County Parks and Recreation Department reserves the right to inspect and evaluate the operation and condition of the food service facilities at any time with respect to the quality and quantity of food sold and served, the methods of service, the prices of a la carte selections, the hours of meal services and generally with respect to the safety, sanitation and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory.

**9.12** Meeting. The Contractor agrees to meet on a monthly basis with the Jefferson County Parks and Recreation Department to review the following, but not limited to, total operations, including hours of operation, activity schedules and events. Both parties will mutually agree upon a day.

**9.13** Finality. The Agreement with appendices constitutes the entire Agreement between the parties and supersedes all prior oral representation of agreements, if any. The Agreement may not be altered or amended except by a subsequent writing signed by both parties.

## **10. Laws and Regulations**

**10.1** Compliance. The Contractor shall comply with all laws, ordinances, rules and regulations if any and all applicable federal, state, county or city government bureau or department, relative to the performance of the Agreement and shall procure and maintain all necessary licenses and permits. Jefferson County Parks and Recreation Department agrees to provide all cooperation reasonable and necessary for such compliance and procurement.

**10.2** OSHA. The Jefferson County parks and Recreation Department shall provide premises and equipment for use of the Contractor in the performance of the Agreement that are free of conditions which violate the Occupational Safety and Health Act and the applicable standards promulgated under said Act. The Contractor shall take reasonable and proper care of such premises and equipment and shall not use such violation of said Act or its applicable standards, including the reporting and record-keeping requirement of said Act.

**10.3** Contractor Furnished Equipment. Should the Contractor furnish equipment for the performance of the Agreement, such equipment shall be free of conditions that violate OSHA or applicable standards.

**10.4** Indemnification. The Contractor shall defend, indemnify and hold the Jefferson County Parks and Recreation Department harmless from and against all claims, liability, loss and expense, including, but not limited to, reasonable collection expenses, attorney fees and costs actually incurred, arising by the Contractor of its obligations under the Agreement

**10.5** Termination. Failure to perform. In the event that the Contractor shall fail to carry out or comply with any of the covenants, conditions, and agreements as stated herein, the Jefferson County Parks and Recreation Department may notify the Contractor of such failure or default and demand that the same be remedied within ten (10); and, in the event of the failure of the Contractor to so remedy the same within said period, the Jefferson County Parks and Recreation Department shall thereupon have the right to cancel and terminate the Agreement without further notice to the Contractor, and shall be entitled to pursue legal remedies to seek redress.

**10.6** Contract and Performance Bond. The Contractor upon being awarded the contract for furnishing the Food Service specified herein shall furnish "Performance Bond" or any unconditional letter of credit in a form satisfactory to the Jefferson County attorney in the amount of Twenty Thousand Dollars (\$20,000.00). If a Performance bond is provided, it must be from a bonding company authorized to do business in the State of Missouri as guarantee to perform said services in strict accordance with all conditions, specifications, etc., of this bid proposal. Performance bond must be furnished with ten (10) days of notification of being the accepted bidder.

**10.7** Tax Interpretation. The Contractor and the Jefferson County Parks and Recreation Department mutually interpret the liabilities for operating taxes with request to the Contractor's food service Agreement as follows:

A. Purchase and Expenses. Taxes or costs described below which are applicable all be paid as indicated.

1. Payroll taxes on the Contractor's employees shall be paid by the Contractor to the appropriate federal, state and county authorities.
2. Licenses and permits, such as health, liquor and food service permits, shall be paid by the Contractor to the appropriate state and local authorities.
3. Purchases by the Contractor of food products are not subject to sales tax.
4. All change funds for cash registers are the Contractor's responsibility.

B. Service and/or Sales. This paragraph covers the exempt status of the Jefferson

County Parks and Recreation with respect to sales tax and the relationship of sales tax to the various services provided by the Contractor under the Agreement.

- C.** Billing to the Jefferson County Parks and Recreation Department. The Department represents that it qualifies for the sales tax exemption for local government under Missouri Sales Tax Law. Therefore, no sales tax applies to any Contractor's invoice.

# PROPOSAL FORM

## CONCESSION STAND SERVICES AT NORTHWEST JEFFERSON COUNTY SPORTS COMPLEX

Concessionaire's

Name: \_\_\_\_\_

Contact

Name: \_\_\_\_\_

—

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Disclaimer: The Vendor agrees to pay the greater amount as defined below.

Gross Monthly Percentage	Guaranteed Monthly Amount in Dollars
Activity year 2007	_____

If an option to renew is proposed and the Agreement is extended, the Jefferson County Parks and Recreation Department reserves the right to negotiate an increase in the monthly percentage and Guaranteed Amount. Escalated price for both the Jefferson County Parks and Recreation Department and Concessionaire may be taken into account, and in no case will it be lower than the original Agreement.

### PROPOSER'S DECLARATION

The bidder declares that he/she examined the information and conditions surrounding the operation of the Concession Stands contemplated by this Request for Proposals, and is familiar with the requirement as to equipment, supplies, and labor of such an undertaking; and that he/she has carefully prepared, examined and checked this Proposal to the end that no mistake or error has occurred in the Proposal; and that he will make no claim for correction or modification after the closing time for receipt bids.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EACH BID MUST BE ACCOMPANIED BY A CERTIFIED, CASHIER' CHECK OR BID BOND MADE PAYABLE TO THE JEFFERSON COUNTY PARKS AND RECREATION DEPARTMENT, IN THE AMOUNT OF \$5,000. CHECKS SHALL BE RETURNED TO UNSUCCESSFUL BIDDERS AS SOON AS POSSIBLE.

### OPTION ONE

#### BEVERAGE AND SNACK VENDING MACHINES

The Vendor shall submit a proposal for providing a beverage vending machine and a snack vending machine at the Skate Park located at 4900 Byrnesville Road. April 1, 2007 through March 31, 2008. The county shall provide electrical power and a shelter to protect units from weather. As the vending machines shall have a western exposure, chocolate products are not recommended for this location, unless the unit is refrigerated. The Vendor shall provide the vending machines, purchase products and stock machines as specified below.

1. The Concessionaire shall service the vending machines within 48 hours of notification of any deficiency.

2. Beverages. The County shall have an exclusive contract for beverages sold at this location. The Concessionaire shall purchase all beverage products provided by the Vendor as defined by the County.
3. The beverage selection shall include water, sports drinks and sodas.
4. Snack Products: The Vendor shall be allowed snack products for the machine from a source of their choice. The Vendor shall remove any product that has not been sold by its expiration date.
5. The Vendor shall indicate on the Bid tabulation sheet in the area identified as "Option One" the revenue the Vendor will pay to the county for this exclusive privilege.

VENDORS ARE REQUIRED TO SUBMIT 3 COMPLETE COPIES OF ALL PAGES OF THE REQUEST FOR PROPOSAL AND PROPOSAL FORMS WITH ORIGINAL SIGNATURES

COMMENTS: \_\_\_\_\_

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Supplier/Vendor:

The Vendor acknowledges that they understand all PROPOSAL specifications, conditions, and terms of agreement of the Invitation for PROPOSAL. Vendor certifies that his PROPOSAL meets all specifications, as stated and stated prices will remain firm during the Contract term, unless stated in the comment section:

Name & Address of Vendor: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name: \_\_\_\_\_

(Company Legal Name)

Telephone # (        )\_\_\_\_\_

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(Mailing Address)

E-mail: \_\_\_\_\_

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(Printed Name of Authorizing Agent)

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(Signature)