

AGREEMENT
(Concessions - Adair Park)

THIS AGREEMENT, made and entered into this 1 day of March, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "County," and **J.E. GROSS CONCESSIONS**, 1101 S. 44th Drive, Blue Springs, MO 64015, hereinafter referred to as "**Contractor**."

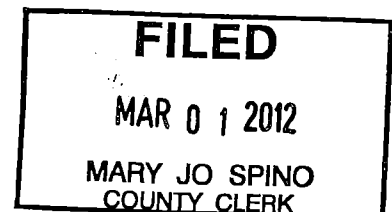
WHEREAS, by Request for Proposal No. 23-12 (hereinafter "RFP"), County sought proposals for the operation of concession stands at the Adair Park Softball Complexes located at 4500 Lee's Summit, Road, Independence, MO during the softball season, which is anticipated to run from March through October. This agreement shall be effective for a period of twelve months, with an option to extend for an additional twelve months upon mutual agreement; and,

WHEREAS, **Contractor** responded to said RFP by quotation and proposal, which is attached hereto and made a part hereof by reference; and,

WHEREAS, by Resolution No. 17814, dated February 13, 2012, County awarded a contract to **Contractor** on Bid No. 23-12 and authorized its Director of Finance and Purchasing to execute the documents necessary to the accomplishment of the award; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and **Contractor** respectively agree with each other as follows:

1. **Services**. **Contractor** shall fulfill its contractual obligations by operating the two concession stands and three restroom facilities at the Adair Park Softball Complex as set out in **Contractor's** response to Request for Proposal No. 23-12, dated January 31,



2012, which is attached hereto as Exhibit "A" and the excerpt from the RFP Specifications which is attached hereto as Exhibit "B" both made a part of this Agreement, provided that, should there be any conflicts between the terms and conditions set forth therein and the terms of the Agreement, the terms of this Agreement shall govern.

2. **Independent Contractor.** **Contractor** shall work as an independent contractor and not as an employee of the County. **Contractor** shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. **Contractor** shall report all earnings received hereunder as gross income, and shall be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. **Terms for Payment.** **Contractor** shall have the exclusive right to operate the concession stands at the Adair Park Softball Complex for and in consideration of periodic payments of the sum of four thousand six hundred and fifty dollars (\$4,650.00), to be paid prior to the 15th day of the month next following the end of each calendar month during the period of concession stand operations as defined in Exhibit B, as a concession operation fee paid by the **Contractor** to the County. The first and last months of the season shall be partial months of operation. The first and the last months will be prorated according to the scheduled opening and closing dates, pursuant to the terms of Exhibit B. A one-time lump sum payment in the amount of five hundred dollars (\$500.00) shall be paid by **Contractor** at the end of the softball season for two major girls' softball tournaments, if these expected events transpire.

4. **Expenses.** **Contractor** shall pay all of its expenses including the cost of any permits or licenses necessary for its operations.

5. **Duration and Termination.** This Agreement shall run from March 1, 2012, until the end of the twelfth consecutive month from the month during which it first took effect, unless it is sooner terminated in accord herewith. **Contractor** or the County may terminate this Agreement by giving three days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or **Contractor** may be entitled to receive or may be obligated to perform under this Agreement. Should this Agreement terminate, all County materials in the possession of the **Contractor** must be delivered and returned by the **Contractor** to the County within ten days of the termination of this Agreement. Upon mutual agreement this Agreement may be extended for an additional twelve month period.

6. **Assignment and Confidentiality.** **Contractor** agrees, in addition to all other provisions herein, that during the term of this Agreement, and for a period of six months thereafter, **Contractor** shall not:

(1) assign any portion or the whole of this contract without the prior written consent of the County; or,

(2) utilize the form or substance of any contracts or documents of every description used in any and all business operations of the County. The County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by **Contractor** as a result of a breach of this paragraph by **Contractor**.

7. **Time of the Essence.** Timely performance of all duties provided herein is of

the essence of this Agreement.

8. **Remedies for Breach.** **Contractor** agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and **Contractor's** failure to do so shall constitute a breach of this Agreement, and in such event, **Contractor** consents and agrees as follows:

(1) The County may without prior notice to **Contractor** immediately terminate this Agreement; and,

(2) The County may seek any available legal remedy and may collect from **Contractor** all costs incurred by the County as a result of said breach, including reasonable attorney's fees, costs and expenses.

9. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees, or agents and **Contractor** shall indemnify, defend, and hold County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto), including but not limited to violation of civil rights and/or bodily injury to or death of any person, and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of **Contractor**, its officers, employees, or agents during the performance of this Agreement.

10. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provisions shall be deemed dependent upon any other covenant

or provisions unless so expressed herein.

11. **Conflict of Interest**. **Contractor** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

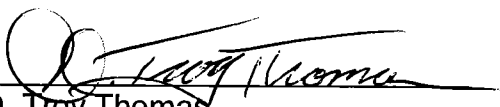
12. **Incorporation**. This Agreement, together with the RFP and **Contractor's** response thereto, incorporates the entire understanding and agreement of the parties.

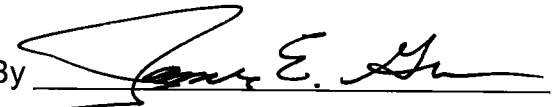
(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

JACKSON COUNTY, MO

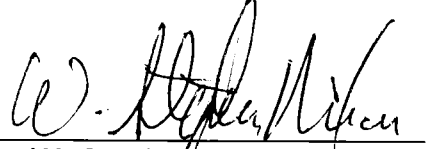
J.E. GROSS CONCESSIONS

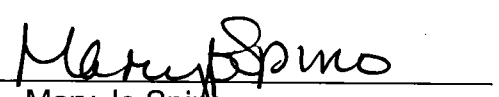
By 
Q. Troy Thomas
Director of Finance and Purchasing

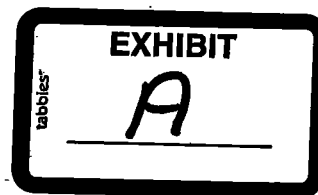
By 
495-58-8607
Tax I.D. or Social Security Number

APPROVED AS TO FORM:

ATTEST:

By 
W. Stephen Nixon
County Counselor

By 
Mary Jo Spino
Clerk of the Legislature



AFFIDAVIT

STATE OF MO
COUNTY OF Jackson) SS.

J.E. Gross of the City of Blue Springs
County of Jackson State of MO

being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of J.E. Gross Concessions (Name of Bidder) and have been authorized by said Bidder to make this affidavit on its behalf; that I make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly in what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2011 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.
7. Bidder certified and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

J.E. Gross Concessions (Name of Respondent)

By: [Signature] (Signature of Affiant)

President (Title of Affiant)

Subscribed and sworn to before me this 27th day of January, 2012

[Signature]
NOTARY PUBLIC in and for the County of Jackson

State of Missouri

REGILIA J. GRAY
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES 10/7/2015
COMMISSION # 11419495

(SEAL)

My Commission Expires: 10-07-15

**JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM**

Report Date: 1/29/12 (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3467.

Mail/Fax or Email reports to:
Tom Wyrch
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:

Name of Company J. E. Glass Concessions
Street Address 1601 S. 44th DR.
City Blue Springs State Mo. Zip 64015
Email Address: _____
Website Address: _____
Area Code 816 Telephone Number 228-7579
Representative Name Jim Glass

2. COMPANY STATISTICS:

- A. Total number of Employees 2
- B. Total Number of Employees who are:
 - 1. Women 1
 - 2. Hispanic _____
 - 3. Black _____
 - 4. Asian _____
 - 5. American Indian _____
 - 6. Other _____

YES NO N/A

3. Has your company advertised for applicants since your report? _____ _____
If so, please attach a list of publications in which ads appeared, the dates of advertising, and copies of such advertisement

4. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of the program? _____ _____
If so, please attach a detailed report of such efforts

5. Have there been any adjustments in your job prerequisites or your recruiting and intake procedures?
If so, please attach a narrative of such efforts. _____ _____

- | | YES | NO | N/A |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|
| 6. Has any effort been made since your last report in disseminating your policy to all your employees or in encouraging them to refer Minority or Female applicants?
<u>If so, please attach a narrative of such efforts.</u> | — | ✓ | — |
| 7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs? | — | ✓ | — |

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY _____
 STREET ADDRESS _____
 REPRESENTATIVE NAME _____
 TELEPHONE NUMBER _____
 EMAIL ADDRESS _____
 WEBSITE ADDRESS _____

PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:

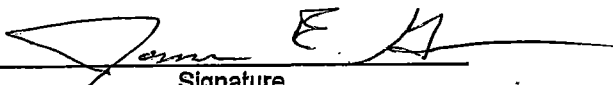
DURATION OF CONTRACT _____
 AMOUNT OF CONTRACT _____

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

	YES	NO
1. Available employment	—	—
2. Visual check	—	—
3. Other (specify) _____		

This Compliance Review Form was prepared and submitted by:



 Signature
 James E. Glass President

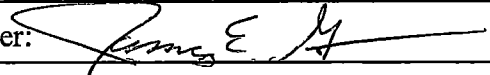
 Name and Title
 8/29/12

 Date

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any mis-statement of fact may subject this company to non-compliance procedures.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 0 and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder: 	Date: 1/29/14
Company Name: J.E. Gross Concessions	Phone: 228-7579
Company Address: 1101 S.H. Dr.	Fax: 228-2591
City, State and Zip: Blue Springs, Mo, 64015	

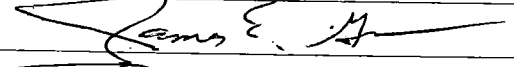
Cover Letter

1/29/12

J.E. Gross Concessions

We will provide ALL services
equipment. We will also meet
ALL requirements mentioned in
the required proposal. We have
previously met these conditions
on over 8 ~~contracts~~ contracts with
Jackson County without complaint.

Thanks!


President

References

1. Jackson County Parks & Rec
2. Blue Sp. " "
3. Lees Summit Football Ass.

4. Hours

We will open 30 minutes
prior to first scheduled
game & will REMAIN open until
15 minutes AFTER conclusion of
last game.

ADAIR
Quotation

A. 4650 per month

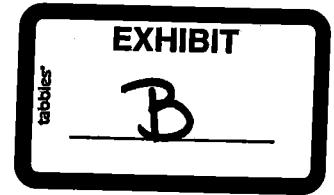
B. 500

ADAIN

Prices List

Drinks			
	SODA	16 oz	1.50
		32 oz	2.50
	Water		
	Cup	16 oz	.50
		32 oz	1.00
	Bottle	20 oz.	2.00
	Power-Ade		
		20 oz.	2.25
	Hot Choc. + Coffee		
		16 oz	1.50
	Hot Choc. + Coffee		
	Hot Choc. + Coffee		
Food	Hot Dog	1/4 LB	2.50
	Polish Saus	" "	3.50
	HAM BURGER	" "	3.00
	Cheese Burger		3.00
	Pizza		2.50
	NACHOS		3.00
	POTATO CHIPS		.75
	Pretzel		2.00

	Popcorn	1.50
	Sunflower Seed	1.00
	Cheez-Its	.75
	Pickles	.75
	Choc. Chip Cookies	.75
	Beef Jerky	.75
CANDY	Swickers Raisin's	1.00
	Ring Pop	.75
	Air Head	.25
	Twizzlers	2-.25
Ice Cream	Snow Cone	2.00
	Ice Cream Sand	2.00
	Drumstick	2.00
	Bomp Pop	2.00
	Shortcake	2.00
	Sonic Face	2.50
	Lemon Ice	2.50
	Cookies & Cr. Cup	2.50



SPECIFICATIONS

Jackson County, Missouri is seeking proposals from interested parties seeking to enter into an Agreement to operate the Concession Stands at Adair Park Softball Complex for the Jackson County Parks and Recreation Department. The following are specific Duties and Responsibilities of the Contractor:

01. Contractor will provide an attractive viable concession stand operation at Adair Park, 4500 Lee's Summit Road, Independence, Missouri during the Softball Season which is anticipated to run from March through October. This Agreement may be renewed annually for a period of twelve (12) months upon written agreement by both parties.
02. Contractor will employ and supervise employees to operate the two (2) concession stands and three (3) restroom facilities at Adair Park.
03. Prior to implementation, Contractor will obtain approval in writing from the Director of Parks and Recreation for any proposed changes to the following:
 - a) Hours of operation of Concession Stands and Restrooms;
 - b) Menu selection;
 - c) Menu pricing. Price increases will only be considered after Contractor has provided proper evidence of increases in their costs for these items.
04. Contractor will maintain a stock of concession items sufficient to meet the needs for Youth Fast Pitch Softball and other park visitors.
05. Contractor will supply and maintain all equipment necessary for the Concession/Restroom operation.
06. Contractor will supply and maintain all interior tables and chairs for their staff.
07. Contractor will also be responsible for restroom paper and chemicals (including hand soap) for both the two concession stand areas and the three restrooms facilities at this site. Contractor will also be responsible for cleaning the concession stand interiors and three men's and women's restrooms during the term of this agreement.
08. Contractor will be responsible for activating and deactivating of County provided security systems at both concession stands. Contractor will be responsible for effectively securing entrances to Concession Stands during hours of operation. Contractor will be charged with any fees associated with setting off alarm when police arrive and for not properly deactivating security system.
09. Contractor will be responsible for picking up area trash and litter starting from the concession stand up to and including the dugouts and bleacher area on a daily basis or more frequently as directed by County staff. The County will provide trash cans, dumpster and dumpster service. Contractor will provide his own trash receptacles and transporting trash to the dumpster. All trash and waste must be placed in a tightly sealed, leak-free plastic trash bag before being placed in the dumpster. Trash and waste will not be stored in the Concession Stands or Restrooms overnight. Eating areas will be swept daily by Contractor. Contractor will be responsible for daily cleaning and sanitizing of all serving areas.
10. Contractor agrees not to sell or offer for sale any alcoholic or tobacco products. Alcohol is prohibited within this facility. Contractors employees will immediately contact Park Ranger staff should they have any reason to believe alcohol is being consumed within the Park boundaries.
11. Contractor will comply with all applicable State and Local laws and ordinances and will obtain and display all City, County, or State permits required for their operation under the terms of this agreement including but not limited to Health Permits.
12. Contractor agrees to provide and require gloves to be worn at all times by all its employees involved in handling, cooking, preparing and serving food items. Contractor further agrees to require all food service employees to use effective hair restraints to prevent the contamination of food or food contact surfaces.

SPECIFICATIONS, CONTINUED

13. Contractor shall insure that no person who is affected with any disease in a communicable form or is a carrier of such disease, or while afflicted with boils, infected wounds, sores, or any acute respiratory infection, shall work in any area of the Concession operation in any capacity where there is a likelihood that such person may contaminate food or food contact surfaces or transmit disease to other individuals.

14. Contractor expressly agrees that employees of the County are not employees of the Contractor, and the employees of the Contractor are not employees of the County. Contractor will provide identification badges to be worn its employees during hours of operation.

15. County shall provide all utilities in the form of water, electricity, sewer and drains to Concession Stands and Restrooms to the Contractor at no cost. County will provide telephone equipment and telephone service (except long distance service) at both Concession Stands.

16. Contractor agrees to pay a monthly Concession Operation Fee to the County in return for the exclusive right to operate the two (2) Concession Stands and Restroom Facilities at the Adair Softball Complex. Contractor shall not decrease the quoted Concession Operation Fee during the term of the Agreement or any extension period thereof. The prompt, accurate and complete payment of the Concession Operation Fee is a matter of the essence of this Agreement. Contractor agrees to deliver said monthly fee to the County prior to the 15th of the month next following the end of each calendar month during the period of Concession Stand operations. Should the payment due be for a partial month of operation (i.e. first and last months of the season) the amount due the County shall be calculated by multiplying the full month's fee by the ratio of the number of days of operation divided by the total number of calendar days in the month for which fees are due. Concession Operation fee payments not received by the 15th of the month shall be deemed delinquent and may be deemed by the County as grounds for the immediate termination of this Agreement. A Late Fee Penalty shall be assessed on all delinquent amounts at the rate of one and one-half percent (1-1/2%) of the delinquent balance per month.

Bid amounts should be quoted as a monthly dollar amount. **NOTE: based on the previous 6 years this Contract has been awarded, a minimum bid amount of \$4,000.00 per month has been established. Any bid less than the minimum amount may be REJECTED.** This amount will then be applied based on the regularly scheduled operating season. The scheduled season will begin in March and end in October. Therefore the monthly bid amount will be assessed in full for the months of April, May, June, July, August and September. The first (March) and the last (October) months will be prorated according to the scheduled opening and closing dates.

Rain outs and actual concession operating dates shall not affect the above payment schedule. Generally, most rain outs are added to the end of the scheduled season. For example, if 100% of the April games were to be rained out the contractor would still be liable for their monthly bid quote for April. This might then require that the rained out games be added to the end of the season which might extend closing date into October or November. Monthly bid quotes will not be assessed for operating periods beyond the originally scheduled ending date which will be determined in August by the number of teams registered. However, the Contractor is still required to provide all concession services as outlined in this Agreement during this extended period.

Additional Lump Sum Payments: Due to the fact that the County hosts an average of (2) Major Girl's Softball Tournaments (ie. District/Regional/State/World Series), an additional Lump Sum Payment will be expected from the Successful Contractor at the end of the Contract if these expected events transpire, bringing additional business for the Concession Operations.

17. The Contractor agrees to provide soda pop for sale that is distributed by either Coca-Cola General Bottlers, Inc. The Contractor is responsible for obtaining their own pricing agreement with the bottler as well as any dispensing equipment as needed. Contractor agrees to provide no less than six (6) different flavors of soda pop..

18. Excepting for normal wear and tear, Contractor agrees to return the Concession and Restroom Facilities to the County in the same condition of repair as when Contractor began use of the Facilities. Prior to the takeover of the facilities by the successful Contractor, a review of the condition of the facilities will be made by a representative of the Contractor and the Parks Department to ensure they are in a satisfactory condition (to the County's satisfaction). Items found to not be in satisfactory condition will be noted and the Contractor shall not be held responsible for their repair. Periodically during the term of this Agreement, the Parks Department may inspect the condition of the facilities and require the Contractor to make the necessary repairs to return the facilities to a satisfactory condition.

SPECIFICATIONS, CONTINUED

19. Contractor is responsible for collecting and remitting to the appropriate Agencies any and all applicable sales taxes.
20. Contractor will schedule the hours of operation of the Concession Stand and Restroom Facilities such that they will be open for business 30 minutes prior to the start of any scheduled activities including but not limited to games, practices, tournaments and clinics and will remain open 15 minutes after the conclusion of such scheduled activities. Contractor will be responsible for providing employees for operation on a 12 hour notice of scheduled activities. **This may not be altered.**
21. Should it become necessary for Jackson County to discontinue operation of the facility, for any reason, this Agreement shall become null and void.
22. Due to health and cleanliness concerns the sale of all chewing gum and ALL tobacco products is prohibited.
23. All beverages will be dispensed for sale in paper or plastic containers only. **The use of Styrofoam containers for dispensing food or beverages is prohibited.**
24. Contractor agrees to provide as a minimum all items listed on Exhibit C, Required Concession Menu at prices no higher than shown thereon. No price increases are allowed without prior written authorization from the County. Written requests for price increases must be submitted to the County with supporting invoices or documentation for review and approval prior to the implementation of the price increase. **No substitution in brand name, size or alternate proposals will be allowed or considered. Proposals will be rejected if substitutions or alternates are submitted. Contractor must be able to provide these items effective the first day of the Agreement period.**
25. Due to insurance considerations, the County will be unable to provide Contractor with use of the County's safes for storage and/or safekeeping of Contractor's cash or other valuables.
26. Contractor will operate the batting cages. Fees for use will be \$1 for 20 pitches.
27. Contractor will be responsible for scheduling group rentals of batting cages with fees to be \$20 per hour of use for group/team fees. Contractor will be responsible for posting an all-weather sign on the gate to promote this service. Sign will have the name and telephone number for a contact person.
28. Contractor is responsible for the maintenance and repair of batting cage machines as needed. Machines must be returned to the County in the same working condition as when contract started.
29. Major Girls Softball Tournaments (District/Regional/State/World Series): Jackson County Parks and Recreation hosts an average of two (2) Major Girl's Softball Tournaments during the season at the Adair Park Complex. These tournaments are expected to draw between 75 - 100+ teams with daily participation of players and coaches to exceed 1,500. This figure does not include parents and spectators expected to attend these 3-to-7 day events.

SPECIFICATIONS, CONTINUED

29. Continued:

Additional Information: the following information is provided to assist bidders in preparing their proposals:

Number	Description	2011 Actual	2012 Projected
A.	Total Hours Operated		
	North Stand	300 Estimated	300 Estimated
	South Stand	450 Estimated	450 Estimated
B.	Number of Games Played	1500 Estimated	1500 Estimated
C.	Gross Receipts	Unknown	Unknown
D.	Season Starting Dates	1 st Weekend March	1 st Weekend March
E.	Season Ending Dates	Mid-Late October	Mid-Late October
F.	Number of Dates Open	185	185

30. Contractor agrees to sell non-beverage and non-food items provided by the County such as: T-Shirts, Sweatshirts, softballs and other identified items. The Contractor will receive 10% of the profit of all sold items.

CONCESSION PRICE LIST

DRINKS:

SODA POP (Need to serve Coke products - include six (6) different flavors: example: Coke, Diet Coke, Sprite, Mr. Pibb, Mellow Yellow, Fanta Orange. Also need to serve Lemonade, Iced Tea and Powerade with two different flavors: example: lemon-lime, orange, fruit punch, etc.)

16 oz \$1.50
 32 oz \$2.00

WATER

Cup 16 oz \$.25
 32 oz \$.40

Bottle 16 oz \$1.50

ICED TEA 16 oz \$1.00

HOT CHOCOLATE/COFFEE

10 oz \$1.50

CONCESSION PRICE LIST, CONTINUED

FOOD:

Hot Dog (Size 1/5lb)	\$1.75
Polish Sausage	\$2.00
Hamburger	\$2.50
Cheeseburger	\$3.00
Pizza	\$2.50
(Slice or 6" Round)	
Nachos	\$2.50
Potato Chips	\$.75
Pretzel	\$1.00
Popcorn	\$1.00
Sunflower Seeds	\$1.00

CANDY:

Snickers, M&M's, Butterfinger, Reeses, Baby Ruth, Super Rope, Milky Way

\$1.00

ICE CREAM:

Frosty Malts	\$1.50
Ice Cream Sandwiches	\$1.00
Ice Cream Bars	\$1.00
Popsicles	\$1.00

REQUIRED PROPOSAL FORMAT

Respondents are to submit a signed and dated written proposal. All information requested must be submitted. Failure to submit all information requested may result in the respondent's proposal being considered nonresponsive and therefore, rejected. The content and sequence of the proposal will be as follows:

1. **Cover Letter:** The Cover Letter or Letter of Transmittal must be legibly written or typed on the respondent's letterhead and must contain a firm statement of commitment to provide the services, equipment and requirements as specified in this Request for Proposal. It must be dated and signed by a properly authorized representative of the respondent's firm.
2. **Request for Proposal Documents:** All pages of this Request for Proposal including the following:
 - a) the Affidavit on Page 2, fully executed and notarized;
 - b) the Compliance Report Form on Pages 3 and 4, fully completed and signed; or a copy of a current (issued within the last twelve months and all mandatory bi-annual reports turned in) Certificate of Compliance from Jackson County, Missouri
 - c) Acknowledgment of Receipt of Addenda on Page 5, fully completed by respondent;
 - d) Respondent's Exceptions to General Conditions, Specifications and Provisions of this Request for Proposal, Exhibit F on page 20 of this Request for Proposal.
3. **Respondent's references:** Respondent shall list at least three (3) references showing contracts held by your firm, providing the same service for other municipalities or companies.
4. **Proposed Operational Hours for the Concession Stands and Restroom Facilities at both locations.**

REQUIRED PROPOSAL FORMAT, CONTINUED:

5. **Quotation of Monthly Concession Operation Fee offered to the County:**
 - (a) **Monthly Concession Operation Fee for both Concession Stands and Restroom Facilities @ Adair Park**
 - (b) **Additional Lump Sum Payment for the two major Girls Fastpitch World Series/Tournaments.**

Pricing shall be provided in a separate, sealed envelope within the Request for Proposal package.
6. **A copy of any Agreement or Commercial Rental Form that the Respondent wishes the County to consider.**
7. **Proposed Minority-Owned/Women-Owned Business Enterprise (MBE/WBE) Participation: Respondent should indicate the proposed scope and extent of a Minority-Owned/Women-Owned Business Enterprise.**

EVALUATION PROCESS

All proposals received that are responsive to the General Conditions, Scope of Services and other provisions of this Request for Proposal will be evaluated.

An Evaluation Committee will evaluate all responses and make a recommendation. Jackson County, Missouri shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final.

The County will consider MBE/WBE ownership and/or participation as a component of the "Experience" Evaluation Criteria.

The County will evaluate proposals based upon a variety of factors. The County will use a "best proposal concept" and the lowest cost proposal may or may not be the "best proposal". The County may change criteria and criteria weights at any time including after the due date for proposals.

The County's Evaluation Committee, at its sole discretion, may interview none, one, some or all of the Respondents.

EVALUATION CRITERIA

The Evaluation Committee will consider various factors when evaluating the responses to this Request for Proposal, including but not limited to:

Respondent Qualifications and Experience	30%
Respondent's References	35%
Pricing	35%

Any Evaluation Criteria or weighting of criteria is used by the County as a tool to assist the County in selecting the best proposal for the County. Evaluation scores or ranks alone do not create a right or expectation to a Contract with the County. Ultimately, the County may choose to contract with any Respondent, regardless of score or rank