

248 5/28/10

R. 17189

**AGREEMENT**  
**(Concessions - Frank White and 140<sup>th</sup> and Holmes)**

THIS AGREEMENT, made and entered into this 29 day of March, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "County," and **Elliott Scott**, Lee's Summit, Missouri, hereinafter referred to as "**Contractor**."

WHEREAS, by Request for Proposal No. 54-09 (hereinafter "RFP"), County sought proposals for the operation of concession stands at the Frank White and 140<sup>th</sup> and Holmes Softball Complexes for twelve (12) months, with an option to extend for an additional twelve (12) 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. 17189, dated March 1, 2010, County awarded a contract to **Contractor** on Bid No. 54-09 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 concession stands at the Frank White and 140<sup>th</sup> and Holmes Softball Complexes as set out in the attached abstract of bids received in response to Request for Proposal No. 54-09, dated January 19, 2010, which is attached hereto as Exhibit "A" and 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.

**FILED**

MAR 29 2010

MARY JO SPINO  
COUNTY CLERK

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.** For and in consideration of the sum of six thousand dollars (\$6,000.00), to be paid monthly pursuant to the terms of RFP 54-09 as a concession operation fee by the **Contractor** to the County, and a one time lump sum fee in the amount of five hundred dollars (\$500.00) for three softball tournaments, and a one time lump sum fee in the amount of two hundred dollars (\$200.00) for any tournaments over three, **Contractor** shall have the exclusive right to operate the concession stands at the Frank White and 140<sup>th</sup> and homes Softball Complexes.

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 commence as of March 1, 2010, and shall continue through and including February 28, 2011, unless sooner terminated. **Contractor** or the County may terminate this Agreement by giving three (3) 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 (10) days of the termination of this Agreement.

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 (6) 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.

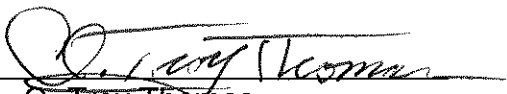
11. **Conflict of Interest.** **Contractor** warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

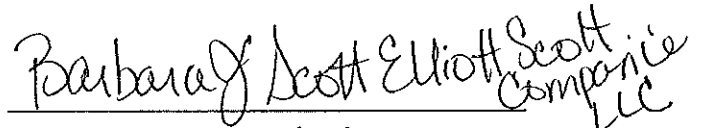
12. **Incorporation.** This Agreement, together with the RFP and **Contractor's** response thereto, incorporates the entire understanding and agreement of the parties.

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


JACKSON COUNTY, MO

ELLIOTT SCOTT

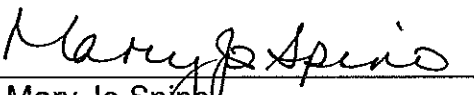
By   
Q. Troy Thomas  
Director of Finance and Purchasing

By  Scott Elliott  
Scott Company LLC  
26-2479413  
Tax I.D. or Social Security Number

APPROVED AS TO FORM:

By   
William G. Snyder  
Acting County Counselor

ATTEST:

By   
Mary Jo Spino  
Clerk of the Legislature

## EXHIBIT A



## PURCHASING DEPARTMENT

JACKSON COUNTY COURTHOUSE  
415 EAST 12TH STREET ROOM G1  
KANSAS CITY, MISSOURI 64106

816-881-3267  
Fax 816-881-3268

Request for Proposal No. 54-09  
Issued: December 22, 2009  
Page One of Sixteen

Jackson County, Missouri is seeking Proposals for the Operation of Concession Stands at the Frank White Softball Complex and the 140<sup>th</sup> and Holmes Blue River Softball Complex for the Jackson County Parks and Recreation Department.

Enclose your proposal in a sealed opaque envelope with this Proposal Number written on the face of the envelope and deliver it to the PURCHASING DEPARTMENT, Room G-1, Ground Floor of the Jackson County Courthouse, 415 East 12<sup>th</sup> Street, Kansas City, Missouri 64106 no later than 2:00 PM, CST on January 19, 2010; OTHERWISE YOUR PROPOSAL WILL BE REJECTED. There will be a Public Proposal Opening at 2:05 PM, CST on January 19, 2010 in Conference Room A, Second Floor of the Jackson County Courthouse at the above address.

Disabled persons wishing to participate in the Proposal Opening and who require a reasonable accommodation may call the Jackson County Purchasing Department at 816-881-3267 or 1-800-735-2466 (Missouri Relay). A forty-eight (48) hour notice is required.

Point of Contact for this Request for Proposal is Barbara Casamento @ 816-881-3253; all Questions must be in writing and emailed as detailed under General Conditions, Item Five on Page Six of this Request for Proposal.


By submitting a Proposal, you offer to enter into a Contract with the County, and your offer is not revocable for Ninety (90) Days following the Response Deadline indicated above.

Jackson County, Missouri reserves the right to waive any defect in the offer of any respondent and to reject any or all offers.

Your returned Proposal MUST consist of: (1) all pages of this Request for Proposal, including the Affidavit on Page 2, fully executed and notarized; (2) Compliance: If you do not have a Jackson County, MO Certificate of Compliance, the Compliance Report Form, Page 3 hereof, must be fully completed and signed by you OR if you have a current (issued within the last 12 months and Mandatory Annual Reports turned in) Certificate of Compliance from Jackson County, MO, a copy of that certificate can be attached to your report. Failure to complete this report OR attach a current certificate may result in the REJECTION OF YOUR PROPOSAL; (3) the Statement of "No Bid" if you DO NOT intend to submit a Proposal on Page 5 hereof, completed and signed by you; (4) the Acknowledgment of Receipt of Addendum, Page 4, completed and signed; (5) Respondent's Exceptions to General Conditions, Specifications, Requirements and Provisions on Page 16, fully completed and signed; and (6) your Proposal on your company's forms as detailed on Page 14 hereof.

Please Note: The Successful Contractor will have to provide a Certificate of Insurance as outlined in Item 15, Page 7 and Exhibit A, Page 15 of this Request for Proposal.

Jackson County, Missouri reserves the right to request corrections, clarifications, and/or additional information pertaining to the response to Items 01, 02, 03, 04, 05, and 06. Such information must be received in the Purchasing Department within forty-eight (48) hours immediately following notification to the Respondent or the Respondent's Proposal will be deemed NON-RESPONSIVE.

  
Troy Thomas  
Director of Finance and Purchasing

ABSTRACT OF BIDS

NO	DESCRIPTION	UNIT	QTY	Bridges	Elliott Scott Companies	J.E. Gross Concessions		AMOUNT
						AMOUNT	AMOUNT	
1	Monthly Concession Operation Fee			No Bid	\$ 9,000 <sup>00</sup>	3,250 <sup>00</sup>		
2	Lump Sum for 3 Tournaments			" "	\$ 500 <sup>00</sup>	1,000 <sup>00</sup>		
3	Lump Sum per Tournament over 3			" "	\$ 200 <sup>00</sup>	-0-		

CERTIFICATION OF BID OPENING  
 BIDS WERE PUBLICLY  
 OPENED AND RECORDED  
 ON January 19, 2010 BY  
*John R. [Signature]*  
 CLERK OF THE LEGISLATURE  
 PURCHASING

AFFIDAVIT

STATE OF Missouri )  
COUNTY OF Jackson ) SS.

Barbara Scott of the City of Lee's Summit  
County of Jackson State of Missouri

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

1. That I am the owner (Title of Affiant) of Elliott Scott Companies LLC (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, 2009 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.

Scott  
Elliott Companies LLC (Name of Respondent)  
Barbara Scott (Signature of Affiant)  
owner (Title of Affiant)  
Elliott Scott companies

Subscribed and sworn to before me this 19 day of January, 2010

Kristen L Abernathy  
NOTARY PUBLIC in and for the County of Jackson  
State of Missouri

(SEAL)

KRISTEN L ABERNATHY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: Oct. 13, 2012  
Commission # 08656661

My Commission Expires: Oct. 13, 2012



COMPLIANCE REPORT FORM

DIRECTIONS FOR COMPLETION: Please fill out this form completely. If a question refers to "past reports" and is the 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 REPORT IS SIGNED AND DATED BELOW

I COMPANY DESCRIPTION: Elliott Scott Companies LLC
A. Name of Company dba RA Long's Sawmill Restaurant + Catering
B. Street Address 3365 SW Fascination Drive
City kee's Summit State MO Zip Code 64081 Telephone # 816 966 2996

II COMPANY STATISTICS:
A. Total Number of Employees 19
B. Total Number of Employees Who are: Women 10 Black 1 Hispanic 4 Oriental 1 American Indian 0
C. Has your company advertised for applicants since your last report? 1st Report
D. Has there been an effort since your last report to further orientate supervisors and key personnel to the spirit and intent of your program? 1st Report
E. Has there been adjustments in your job prerequisites of your recruiting and intake procedures? 1st Report
F. Has any effort been made since your last report in disseminating your policy to all employees or in encouraging them to refer minority or female applicants? 1st Report
G. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining your compliance with your program?

List all MBE/WBE contractors/suppliers with whom you have contracted during this reporting period.

NAME OF MBE/WBE FIRM: 1st Report

ADDRESS:

TELEPHONE #:

PRODUCT, SERVICE, AREA OR SCOPE OF WORK:

Figures for Employment Analysis section of this report were obtained from:

a. Available Employment records - Yes X No Current payroll records
OR
b.
c.

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to noncompliance procedures.

Signature:

Barbara J Scott

Name and Title (typed or printed):

Barbara J Scott, owner Elliott Scott Companies LLC

Date:

Jan 18, 200

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers 1-16 and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

Signature of Bidder: <i>Barbara Scott</i>	Date: <i>Jan 18, 2010</i>
Company Name: <i>Elliott Scott Companies</i>	Phone: <i>966 2996</i>
Company Address: <i>3365 SW Fascination Dr.</i>	Fax: <i>966 2939</i>
City, State and Zip: <i>Lee's Summit MO 64081</i>	

STATEMENT OF NO BID

N/A

TO: Jackson County Purchasing Department  
Jackson County Courthouse, Room G-1  
415 E. 12th St.  
Kansas City, MO 64106

NOTE: Please use a single envelope when returning this page.

We, the undersigned, have declined to submit a bid in response to Request for Proposal No. 54-09 for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or supplier.
- Insufficient time to respond to the bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are not clear (explain).
- We are unable to meet insurance requirements.
- Remove us from your list for this commodity or service.
- Other (explain). \_\_\_\_\_

REMARKS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Company Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Date: \_\_\_\_\_

## GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Request For Proposals unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request For Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Proposals:** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Purchasing prior to the specified time of opening.
2. **Completeness:** All information required by the Request For Proposals must be supplied to constitute a proper proposal. Respondents shall not alter the Request For Proposals documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the Request in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request For Proposals. Proposals must be submitted in "hard copy" format. Proposals submitted electronically, on computer diskette, or by FAX will not be considered by the County.
3. **Proposals Binding For 90 Days:** Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless the Respondent(s), upon request of the Director of Purchasing, agrees to an extension.
4. **Conditional Proposals:** Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of this Request For Proposals must be made in writing and attached as Exhibit F to the proposal when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the Request For Proposals shall prevail.
5. **Questions Regarding General Conditions and Specifications or any other provision of this Request for Proposal:** Any information relative to interpretation of General Conditions and Specifications or any other provisions shall be requested of the Purchasing Supervisor, in writing, in ample time before the opening of responses. No inquiries, if received in the Office of the Purchasing Department within seven (7) business days of the date set for the opening of Request for Proposal, will be given any consideration. Any interpretation made to prospective Respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be sent no later than two (2) business days before the date set for opening of responses. Addendums to this Request for Proposal will be posted on the County's website @ [www.jacksongov.org](http://www.jacksongov.org). Oral answers will not be binding on the County. Each Respondent shall ascertain prior to submitting his response that he has received all Addenda issued, and shall acknowledge the receipt of such on the form provided herein.
6. **Multiple Proposals:** No Respondent will be allowed to offer more than one proposal on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE PROPOSAL ON ANY ITEM REQUESTED ALL PROPOSALS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING. Respondents may submit proposals as a "Prime Respondent" and may also be included as a subcontractor on another firm's proposal.
7. The County reserves the right to reject any or all proposals, to waive technical defects in proposals, and to select the proposal(s) deemed most advantageous to the County.
8. **Applicable State Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

**GENERAL CONDITIONS, CONTINUED**

9. Communications and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United State Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Respondent shall indemnify and hold harmless Jackson County and any of its agencies, officials, officers or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Respondent, its employees, agents or subcontractors, or caused by others for whom Respondent is liable, regardless of whether or not caused in part by any act or omission of Jackson County, its agencies, officials, officers or employees. Respondent's obligations under this section with respect to indemnification for acts or omissions of Jackson County, its agencies, officials, officers or employees shall be limited to the coverage and limits of insurance that Respondent is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Respondent as described in Exhibit A of this Request for Proposal. Respondent shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements

**GENERAL CONDITIONS, CONTINUED**

16. Continued; of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County. No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request For Proposals.

17. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination and affirmative action programs.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex, disability or national origin.

18. Foreign Corporations: Successful Bidders submitting proposals as corporations which are not incorporated in the State of Missouri must submit a copy of a properly executed Certificate of Authority of a Foreign Corporation authorizing their firm to do business in the State of Missouri within ten (10) days following notification of award of the contract.

19. Errors in Proposals: Respondent shall be bound by its offer even though the offer is based on an erroneous calculation, and respondent shall have no right to withdraw its offer after the Response Deadline on the basis of an error in calculation of its offer. Carelessness in quoting prices, or in preparation of a proposal, will not relieve the respondent in case of errors. Erasures or changes in proposals must be initialed.

20. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request For Proposals shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

21. No lowest/highest respondent shall receive a business expectancy merely because his proposal is the lowest/highest one received: until the contract has been awarded, no business expectancy exists.

22. Conflict of Interest: Respondent 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.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

## GENERAL CONDITIONS, CONTINUED

23. The Successful Contractor shall maintain standard, auditable sales and financial records for each Concession Operation. The County reserves the right to examine and audit, during reasonable office hours, the records of the Contractor pertaining to the finances and operations of the Contractor in the performance of this Contract. Contractor must report in writing on a weekly basis gross sales for each Concession Operation to the Jackson County, MO Parks and Recreation Department.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinances and Codes including but not limited to the Americans With Disabilities Act of 1990.

Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

25. Upon selection of the successful proposal, a Contract incorporating the terms, conditions and provision of this Request for Proposal and acceptable to both parties will be prepared and executed by both parties. Should the parties within a reasonable time frame, as determined by Jackson County, fail to develop and execute a mutually agreeable Contract, and upon a three (3) working day written notification to the selected bidder, the County may reject the proposal and proceed to award the Contract to the next "best" bidder.

26. Qualifications of Respondents: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the respondent to perform the work and the respondent shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect respondent's physical plant prior to award to satisfy questions regarding the respondent's capabilities. The County further reserves the right to reject any proposal if the evidence submitted or investigations of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

27. Option To Extend the Contract: The parties may extend this contract beyond its original term for a time, not to exceed twelve (12) months for one (1) extension period, from the last day of the original term or extension term provided that the County's consent to such an extension is evidenced in writing signed by the County's Director of Purchasing and the extension does not involve an increase in nonescalatory pricing in effect at the expiration of the original term or extension term.

28. In preparing its bid, the Bidder is responsible for familiarizing itself with operational location(s) and for informing itself of all structures, hazards, procedures and other conditions affecting prosecution and completion of the provisions of the Contract or Agreement resulting from this Request for Proposal. A lack of such information shall not be grounds for adjustment of Bidder's prices or changes in the terms of the Contract or Agreement after the deadline for submission of proposals.

## SPECIFICATIONS

Jackson County, Missouri is seeking proposals from interested parties seeking to enter into an Agreement to operate the Concession Stands at Frank White, Jr. Softball Complex and the 140th and Holmes Blue River 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 Frank White Jr. Softball Complex, 3901 SW Longview Road, Lee's Summit, Missouri and the 140th and Holmes Blue River Softball Complex, Kansas City, 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 at Frank White, Jr. Softball Complex and the 140th and Holmes Blue River Softball Complex.

**SPECIFICATIONS, CONTINUED**

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;
  - 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 Adult Slow Pitch Softball, Youth Baseball and other park visitors.
05. Contractor will supply and maintain all equipment necessary for the Concession operation, including a propane gas grill with cover for outdoor cooking.
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 for both concessions stand areas and both restroom facilities at both sites. Contractor will also be responsible for cleaning the concession stand interiors and the two men's and two 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 to sell or offer for sale only draught beers of 3.2% and/or 5% or less alcohol content. No sales of cans or bottles will be allowed.
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 and Liquor 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.
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.



**SPECIFICATIONS, CONTINUED**

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 at Frank White Jr. Softball Complex and the 140th and Holmes Blue River 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. This amount will then be applied based on the regularly scheduled operating season. The scheduled season will begin March 12th and end October 31st. 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 has scheduled three (3) Baseball World Series Tournaments, and additional tournaments that should exceed the 30 tournament participation, additional Lump Sum Payments 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. One Lump Sum Bonus Payment(s) will be based on additional tournaments above and beyond the 30 tournament level listed in Item 28, under "Specifications" of this Request for Proposal.

17. The Contractor agrees to provide soda pop for sale that is distributed by either Coca-Cola General Bottlers, Inc. or Pepsi-Cola General Bottlers, Inc. The Contractor is responsible for obtaining their own pricing agreement with the bottler they choose as well as use of dispensing equipment 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 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.

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 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.

**SPECIFICATIONS, CONTINUED**

- 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 substitutions 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 be responsible for providing their own ice machine or ice source.
- 27. Contractor will NOT be permitted to sell regulation game or practice softballs.
- 28. Additional Information: the following information is provided to assist bidders in preparing their proposals:

**Average Participation Levels 2008 - 2009 - Leagues**

# of League Teams	445
# of League Players	6,650

**Average Participation Levels 2008 - 2009 - Tournaments**

# of Tournaments	52
# of League Players	15,800

**Average # of Total Players**                      **22,450**

- 29. 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.
- 30. Three Major Baseball/Softball Tournaments: Jackson County Parks and Recreation will be hosting three (3) Major Baseball Tournaments (ie. District/Regional/State/World Series), at the Frank White Softball Complex. These tournaments are expected to draw at least 30- 75+ teams with daily participation of players and coaches to exceed 500. This figure does not include parents and spectators expected to attend these 3-to- 6-day regional and/or national events.

Additional Tournaments: The average number of softball and baseball tournaments scheduled for Jackson County Parks and Recreation Sports Complexes (Frank White and 140th and Holmes) is expected to exceed 30 tournaments.

**CONCESSION PRICE LIST**

**DRINKS:**

**BEER** (Need to serve Budweiser and Bud Light and another national brand of beer)

16 oz	\$2.25
32 oz	\$3.75

**SODA POP** ( Need to serve Coke or Pepsi product - include six (6) different flavors: example: Pepsi, Diet Pepsi, Sprite, Dr. Pepper, Mountain Dew, Orange. Also need to serve Lemonade, Iced Tea and Gatorade or 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
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**HOT CHOCOLATE/COFFEE**

10 oz	\$1.50
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**FOOD:**

Hot Dog	\$2.00
Polish Sausage	\$2.00
Hamburger	\$2.50
Cheeseburger	\$3.00
Pizza	\$2.50
(Slice or 6" Round)	
Nachos	\$2.50
Potato Chips	\$ .75
Pretzel	\$1.50
Popcorn	\$1.50
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

Any additions, deletions or substitutions to this menu will require prior approval of the Jackson County Parks and Recreation Department.

## 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 Page 3, 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 4, fully completed by respondent;
- d) Respondent's Exceptions to General Conditions, Specifications and Provisions of this Request for Proposal, Exhibit F on page 16 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.**

5. **Quotation:**

(A) Monthly Concession Operation Fee for the Concession Stands and Restroom Facilities at both locations.

(B) Additional Lump Sum Payment(s) for Three Major Baseball Tournaments

(C) Additional Lump Sum Payment(s) for each tournament above the participation level of 30 tournaments.

6. A copy of any Agreement or Commercial Rental Form that the Respondent wishes the County to consider.

EXHIBIT A

INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on a "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance; with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising Injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance; with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements (a sample of an acceptable Certificate is attached) have been satisfied. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, 10 days for non-payment of premium, to Jackson County. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverages mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverages.

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London, and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

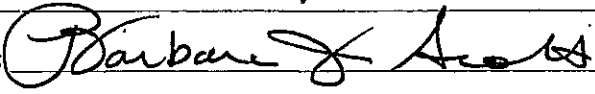
**EXHIBIT F**  
**RESPONDENT'S EXCEPTIONS**  
**TO**  
**GENERAL CONDITIONS, SPECIFICATIONS, REQUIREMENTS AND PROVISIONS**  
**OF JACKSON COUNTY, MO REQUEST FOR PROPOSAL NO. 54-09**

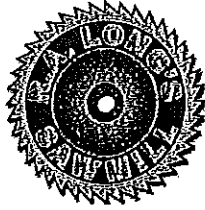
Respondent's attention is directed to Paragraph 4 of the General Conditions on Page 6 this Request for Proposal.  
**READ THIS PARAGRAPH CAREFULLY.**

The following exceptions to the General Conditions, Specifications, requirements, and provisions of Request for Proposal No. 54-09 are requested by the undersigned Respondent: (Use additional pages as necessary)

Reference Paragraph # and Page #	Exception Requested
n/a	none

Name of Firm: Elliott Scott Companies LLC

Signature of Respondent: 



Elliott Scott Companies LLC

R.A. Long's Sawmill Restaurant and Catering

3365 SW Fascination Drive Lee's Summit MO 64081

816 966 2996 fax 816 966 2939 www.ralongs.com

January 18, 2010

Director of Finance and Purchasing

Jackson County Courthouse

415 East 12<sup>th</sup> Street Room G-1

Kansas City Missouri 64106

Dear Director and Committee persons,

I am writing you today to introduce myself, Barbara Scott, and my company Elliott Scott Companies, LLC, which operates R.A. Long's Sawmill Restaurant and Catering in Lee's Summit MO. For the last two years I have evaluated and researched the bid opportunity for operating the concession stands at Frank White Softball Complex and The Blue River Softball Complex for Jackson County Parks and Recreation Department.

Today I am formally submitting my letter of commitment and bid, to operate the above mentioned concession stands. As I write to you today, I want to share with you my vision for a better and more profitable concession and vending stands at these locations. First, I can provide a higher quality menu, while still maintaining the pricing structure you have adopted. I have a full service restaurant and catering kitchen less than a mile from the Frank White Complex, which will allow me to utilize my chef's and culinary staff to prepare fresh food for sale at the concession stands. Should I be selected as the preferred bidder, I would like to submit a proposal to add items such as a BBQ Brisket Sandwich, and baked beans, to your current menu, at family friendly prices, and to offer teams a "catered meal" option, where all could eat together choosing from a selection of 4-5 different meals.

As you can imagine, being less than a mile from the Frank White Complex I get a lot of teams in for lunch and dinner.... and they have provided me invaluable insight into what they would like to be able to purchase from the concession stands. I have a plan which I will submit for approval if selected which expands the offerings to a more customer friendly menu, with the addition of some healthy snacks for those looking for other options. I believe this will generate more revenue for both Jackson County and myself, as well as provide a high quality product that we would be proud with which to be associated with at both complexes.

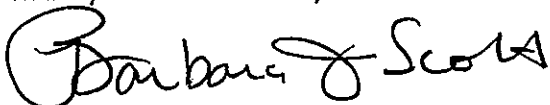
Because I am already a fully operational restaurant in Jackson County, I currently have all the required health, operational, and insurance requirements necessary. I also have a certified facility to store and prepare food products, within a short distance from both complexes. I maintain insurance in excess of this bid's requirements, all my employees hold Health Department Food Handler Cards, My chef's are Sanitation Trained and Certified Executive Chefs, and I have a current State of Missouri Liquor License. I have a regular bookkeeper and a CPA to maintain my records. I also have a fully trained staff who are wonderful guest relations representatives, as well as a staff who I trust to handle the large volume of cash transactions at the concession stands.

I also have developed great relationships with the vendors I will need to service me should I be selected as the successful bidder. I will ask my Budweiser and soda provider's to supply me with additional signage and promotional items to increase sales of those products at the concession stands. The healthier menu additions I propose are made from locally grown produce. I already have a large network of Certified Organic and Sustainable Family Farms in Missouri from which I purchase produce and meat. One of the missions of my business is to support those who are trying to make family farming a viable way of life for their families. This allows me to offer my customers the freshest food possible, prepared on site by my chefs.

Finally, although I have not operated concession stands in the past, I have had a full service catering company, and have operated food stands for various groups at local festivals and events. My husband and business partner, Eddie Adel, who is an Executive Chef, has operated the food concessions for a stadium and summer concert series operated by the City of Omaha. He also was Executive Chef for the Westin Hotel and was in charge of catering the Walmart Convention at Bartle Hall which served 5,000 people per day three meals a day for seven consecutive days. Eddie led the culinary team at the Westin in servicing this convention for 5 years running. As General Manager for Food and Beverage at Union Station he catered the "Celebration at the Station" for three years, which had over 100,000 guests. We recently catered events for the Lee's Summit Chamber of Commerce for 350 people, and operated a temporary food booth during the Cultural Art's Fair for David Gale of Gale Communities Inc in Lees Summit. We regularly cater for clients such as the Lee's Summit Rotary and businesses such as Hawthorn Bank. I have supplied the names of three such references as well as my husband's resume to assure you that we are well qualified.

In closing, I'll assure you that my husband and I are both at our business every day, and we would be on site each day at each concession stand as well. We do not put our name on something nor associate our business with it unless it can be done to our high standards.

Thank you in advance for your consideration of my proposal,



Barbara Scott, Owner, Elliott Scott Companies LLC



**Elliott Scott Companies Proposed Operational Hours for Concession Stands and Restroom Facilities  
Frank White Complex and 140 & Holmes Blue River Complex**

**Open and fully operational 30 minutes before any game or event on schedule.**

**Closed and fully cleaned 30 minutes after any game or event on schedule, unless business justifies remaining open longer.**

## **Elliott Scott Companies LLC References**

**G David Gale, Developer**

Gale Communities

251 SW View High Drive

Lee's Summit MO 64081

816 761 9292 Fax 816 761 4343

**Jeffrey Smith, President**

Hawthorn Bank

300 SW Longview Blvd

Lee's Summit MO 64081

816 347 8100 816 347 8102

**Nancy Bruns, President**

Lee's Summit Chamber of Commerce

200 SE Main Street

Lee's Summit MO 64063

816 524 2424

Elliott Scott Companies Bid Quote for Frank White and Blue River Complexes

- A. MONTHLY CONCESSIONS OPERATIONS FEE \$6000.00 ( Six thousand dollars per month)
- B. ADDITIONAL LUMP SUM PAYMENT(s) for THREE MAJOR TOURNAMENTS, \$500.00 ( five hundred dollars)
- C. ADDITIONAL LUMP SUM PAYMENT(s) FOR EACH TOURNAMENT ABOVE THE PARTICIPATION LEVEL OF 30 TOURNAMENTS \$200.00 (Two hundred dollars)

**Edward E. Adel**  
**Executive Chef, Food and Beverage Director**

413 S W Gentry Lane  
Lee's Summit Missouri 64081  
(816) 965-0934 Cell (816) 835-9035

**EMPLOYMENT**

Johnson County Community College Instructor Culinary Arts	September 2009 – Present
Elliott Scott Companies Restaurant consulting	October 2008 – Present
District Manager Catering and Restaurant Operations Treat America Food services	August 2007 – October 2008
General Manger Union Station Restaurant Group Treat America Food Services (Director of Food and Beverage Union Station) Executive Chef and Food and Beverage Director	July 2005 – August 2007
Westin Crown Center Hotel Executive Chef, Westin Crown Center Hotel	January 2003 – July 2005 June 1998 – 2003
Executive Chef, Omni International Hotel	June 1997 – June 1998
Executive Sous Chef, Westin Crown Center Hotel	June 1996 – June 1997
Banquet Sous Chef, Westin Crown Center Hotel	June 1993 – June 1996
Executive Chef, Trader Vic's Restaurant	January 1992 – June 1993
Junior Sous Chef, Westin Crown Center Hotel	February 1992 – January 1993
Kitchen Supervisor, Brasserie Restaurant	August 1991 – February 1992
Apprentice, Westin Crown Center Hotel	April 1988 – August 1991

**EDUCATION**

Hotel and Restaurant Management Degree  
Johnson County Community College May 1993

Culinary Arts Degree  
Johnson County Community College May 1991

**AWARDS**

Bronze Metal	John Joyce Culinary Show JCCC	November 2009
Gold Medal	Central America Hot Food Competition Guatemala City Guatemala	August 2004
Gold Medal	Overall Grand Champion Latin America Chefs Championship	August 2004
Silver Medal	High Score Kansas City Restaurant Association Cold Food Competition	July 1999
Silver Medal	United States Culinary Olympic Team 2000 Tryout	March 1997
Silver Medal	Missouri Restaurant Association Hot Food Competition	June 1996
Silver Medal	5 <sup>th</sup> Place National Finals Maple Leaf Farms Hot Food Competition	June 1995
Silver Medal	United States Culinary Olympic Team 1996 Tryout	March 1993
Member	United States Culinary Olympic Team 1992	1990 – 1992
Grand Champion	American Royal Barbeque Invitational	October 1992

**JOB DESCRIPTION**

**Culinary Instructor**

- Johnson County Community College Professional Cooking Instructor

- Kansas City Kansas Community College Adjunct Instructor: worked with full time instructor developing one year culinary program curriculum to be taught at the Kansas City Kansas Community College Technology Center. Taught 6 weeks session of the course to both high school and college level students.

#### **Restaurant Consultant**

- designed all areas of 2500 sq. ft. restaurant
- Over saw construction of entire building from conception to completion
- Created all budgets, construction, opening Performa, first years operating Performa,
- Ended opening \$17,000 under budget
- Hired and trained all staff, kitchen and service staff
- Created all menus and developed purchasing, ordering and inventory guides
- Trained Executive Chef and General Manager and Catering Manager
- Negotiated all vendor contracts and set up all credit terms for deliveries
- Contracted with Sage Hospitality to be Interim Chef in Denver Colorado Westin Westminster
- Worked with Treat America as Interim Corporate Chef and Culinary Trainer
- Treat America Support Team developed culinary guidelines and developed new products to increase profit

#### **District Manager Catering and Restaurant Operations Treat America Food Service**

- Responsible for all free standing Restaurants operated by Treat America
- Developed menu and branding for all Treat America catering concepts and events
- Supervised the production team for Treat Americas School Lunch Program servicing 4000 meals daily
- Managed a team of 45 staff including 3 General Managers and a Corporate Executive chef
- Responsible for all budgeting and P&L management
- Responsible for asset management of catering commissary
- Budgeted and oversee the \$200,000 capital improvement plan for the catering commissary

#### **General Manager Union Station Restaurant Group**

- Responsible for all aspects of three food service outlet including a high volume three star restaurant
- Developed, designed, and staffed the opening of two new restaurant concepts for Union Station, Harvey House Diner and Union Café Restaurant.

#### **Food and Beverage Manager and Executive Chef, Westin Crown Center Hotel**

- Responsible for the entire food and beverage division consisting of five outlets and 178 employees.
- Supervised Director of Purchasing and developed purchasing agreements with all vendors for Operating Supplies and Equipment (OS&E) as well as perishable and non-perishable food items.
- Developed and trained a multi-level management team in multiple areas such as guest contact, service, and food service, fine dining, banquet, as well as a large off premise catering staff.
- Oversaw development of a premier catering service able to cater off premise events of 5000 people.
- Developed goals for all department heads on a monthly, quarterly and annual basis in order to improve profitability, guest satisfaction and employee satisfaction.
- Responsible for planning and budgeting of P&L for the food and beverage division.

#### **Executive Chef, Westin Crown Center Hotel**

- \$14 million food & beverage sales, 26.5% average food cost (2005)
- Supervised staff of 72, 42 culinary department employees consisting of Executive Sous Chef, Sous Chefs and cooks as well as a staff of 30 stewards
- 729 room hotel with 48,000 square feet of meeting spaces, with the capacity of doing 2000 food covers in house or 5000 off premise catering covers

- Menu planning and development for catering and convention services, multiple outlets including fine dining restaurant, regional cuisine restaurant, for all meal periods
- Emphasis in ethnic menu development, including Indian, Kosher and Vietnamese

**Executive Chef, Omni International Hotel**

**June 1997 – June 1998**

- \$3 million food & beverage sales (1997).
- Supervised staff of 35 cooks.
- 320 room hotel, 9,000 square feet of meeting space.
- AAA Four Diamond fine dining restaurant.

**Executive Sous Chef, Westin Crown Center Hotel**

**June 1996 – June 1997**

- \$6 million food sales (1996).
- Supervised 42 cooks, 30 stewards, responsible for all produce and fish purchases.
- Specialty menus development for social groups, off-premise catering and Kosher functions

## **ACCOMPLISHMENTS**

January 2000 planned all menu development, purchasing and staffing for 179,000 covers in a 25-day period for multiple conventions held simultaneously for both in house and off premise events. This yielded a 2.4 million dollar revenue period with a 19% food cost. This resulted in a 41% profit for food and beverage.

Directed menu planning for 7 separate conventions with meal periods consisting of 3,000 to 5,000 persons per meal period. Serviced the same 7 conventions for a period of 4 years.

2004 and 2005 LRA survey by Starwood Branding Compliance Audits score of 98.8 and 99.1 out of a possible 100. Highest rating given in North America for two years consecutively.

As Food and Beverage Division Head lead the service and culinary staffs to the highest scores recorded in a Westin Hotel in thirty years.

Opened the Harvey House in Historic Union Station

## REFERENCES

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