

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

**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. 44<sup>th</sup> Drive, Blue Springs, MO 64015, hereinafter referred to as "**Contractor**."

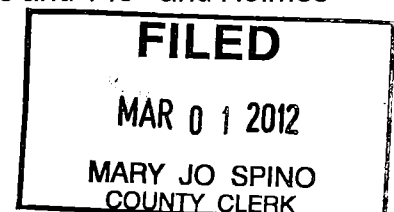
WHEREAS, by Request for Proposal No. 22-12 (hereinafter "RFP"), County sought proposals for the operation of concession stands at the Frank White Jr. Softball Complex, 3901 SW Longview Road, Lee's Summit, MO, and 140<sup>th</sup> and Holmes Softball Complex, 14400 Holmes Road, Kansas City, MO, during 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. 17813, dated February 13, 2012, County awarded a contract to **Contractor** on Bid No. 22-12 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 and supplying the concession stands and restrooms at the Frank White and 140<sup>th</sup> and Holmes



Softball Complexes as set out in **Contractor's** response to RFP No. 22-12, dated January 31, 2012, which is attached hereto as Exhibit "A" and the excerpt from 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 Frank White and 140<sup>th</sup> and Holmes Softball Complexes for and in consideration of periodic payments of the sum of seven thousand one hundred fifty dollars (\$7,150.00), to be paid prior to the 15<sup>th</sup> 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.

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.

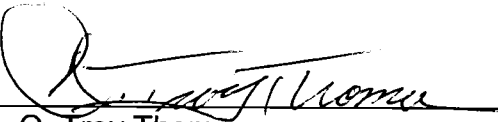
12. **Incorporation.** This Agreement, together with the RFP and **Contractor's** response thereto, incorporates the entire understanding and agreement of the parties.

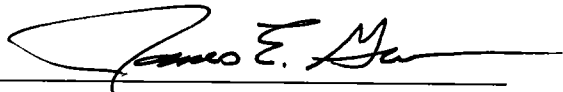
(Signature Page to Follow)

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

**JACKSON COUNTY, MO**

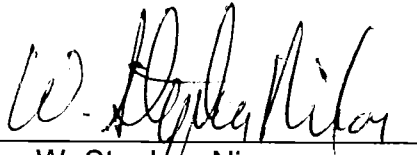
**J.E. GROSS CONCESSIONS**

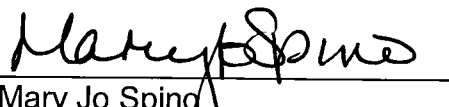
By   
Q. Troy Thomas  
Director of Finance and Purchasing

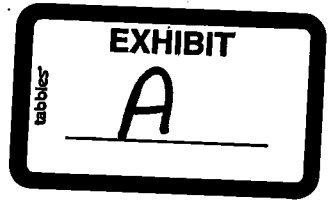
By   
495-58-8607  
Tax I.D. or Social Security Number

**APPROVED AS TO FORM:**

**ATTEST:**

By   
W. Stephen Nixon  
County Counselor

By   
Mary Jo Spind  
Clerk of the Legislature



AFFIDAVIT

STATE OF Mo )  
COUNTY OF Jackson ) SS.

James 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 27<sup>th</sup> day of January, 2012

Cecilia J. Gray

NOTARY PUBLIC in and for the County of Jackson  
State of Missouri

(SEAL)

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

My Commission Expires: 10-07-15

**JACKSON COUNTY, MISSOURI  
COMPLIANCE REVIEW FORM**

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

**DIRECTIONS FOR COMPLETION:**

Please fill out form completely. If a question refers to "past report" and this is your first one, place "1<sup>st</sup> 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 12<sup>th</sup> Street - 2<sup>nd</sup> Floor  
Kansas City, Missouri 64106

EMAIL: cro@jacksongov.org

FAX: (816) 881-1223

**1. COMPANY DESCRIPTION:**

Name of Company J.E. Gross Concessions  
Street Address 1101 S. 44<sup>th</sup> DR.  
City Blue Spgs. State Mo. Zip 64015  
Email Address: \_\_\_\_\_  
Website Address: \_\_\_\_\_  
Area Code 816 Telephone Number 228-7579  
Representative Name J. Gross

**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?  
If so, please attach a narrative of such efforts.

—  —

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 N/A  
 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) _____	—	—

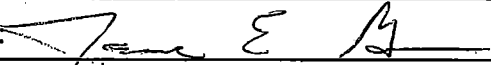
This Compliance Review Form was prepared and submitted by:

  
 Signature  
James E. Gross Pres.  
 Name and Title  
1/29/12  
 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 \_\_\_\_\_ and this bid is submitted in accordance with information, instructions and stipulations set forth therein.

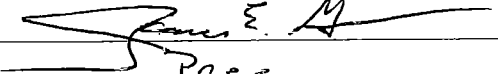
Signature of Bidder: 	Date: 1/29/12
Company Name: J. E. ROSS Concessions	Phone: 228-2579
Company Address: 110 S. 44 <sup>th</sup> DR	Fax: 228-2591
City, State and Zip: B. Sp. Mo. 64015	

Cover Letter 1/29/12

J.E. Glass Concessions

We will provide ALL services  
& Equipment. We will also  
meet ALL Requirements  
mentioned in the proposal. We  
have previously met these  
conditions on over 8 contracts  
with no complaints.

THANKS!

  
James E. M.  
Paes

References

1. Jackson County Parks + Rec
2. Blue Sps. " "
3. Lees Summit FOOTBALL ASS.

4. Hours

We will be open 30 minutes  
Before scheduled FREET game &  
~~will~~ will remain open 15 minutes  
AFTER conclusion of last game.

FRANK WHITE

Quotation

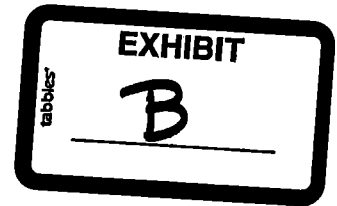
A. 7150 per MONTH.

	Popcorn	1.50
	Sunflower Seeds	1.00
	Cheez-its	.75
	Pickle	.75
	Choco Chip Cookie	.75
	Reef Jerky	.75
CANDY	Snickers + Reese's	1.00
	Ring Pop	.75
	Air Head	.25
	Twizzler	2-.25
Ice Cream	Snow Cone	2.00
	Ice Cr. SAND	2.00
	DRUMSTICK	2.00
	Bambi Pop	2.00
	SHORTCAKE	2.00
	SONIC FACE	2.50
	Lemon ICE	2.50
	COOKIES + Cream <sup>cup</sup>	2.50

## Price 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
POWERADE			
	20 oz	Bottle	2.25
HOT CHOC + COFFEE			
	16 oz		1.50
BEER			
	Bottle	16 oz	2.50
Food			
Hot Dog	1/4 LB		2.50
Polish Sausage	" "		3.50
Hamburger	" "		3.00
Chinese Burger	" "		3.00
Pizza			2.50
Nachos			3.00
Potato Chips			.75
Pretzel			2.00





## 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, 14400 Holmes Road, 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.
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 (including hand soap) 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 beers of 3.2% and/or 5% or less alcohol content. No sales of glass 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.

### SPECIFICATIONS, CONTINUED

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.

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. **NOTE: Based on the previous 6 years this Contract has been awarded, a minimum bid amount of \$5,500.00 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 mid-March and end late-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 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. 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.

**SPECIFICATIONS, CONTINUED**

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.**

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. Contractor does agree 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.

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

**Average Participation Levels 2007 - 2011 - Leagues**

# of League Teams	435
# of League Players	6,525

**Average Participation Levels 2007 - 2011 - Tournaments**

# of Tournaments	45
# of League Players	13,500

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

**SPECIFICATIONS, CONTINUED**

29. Additional Tournaments: Jackson County Parks and Recreation will often host or co-host Baseball/Softball/Girls Softball Tournaments (ie. District/Regional/State/World Series), at the Frank White Softball Complex. These tournaments expect to draw at least 30-75+ teams with daily participation of players and coaches exceeding 500. This figure does not include parents and spectators expected to attend these 3-to-5 day regional and/or national events.

**CONCESSION PRICE LIST**

**DRINKS:**

BEER (Need to serve Budweiser beer products unless otherwise approved by the County)

16 oz	\$2.25
32 oz	\$3.75

SODA POP (Need to serve Coke products - including 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
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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

**CONCESSION PRICE LIST, CONTINUED**

**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 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 19 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.**
- 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.