



# Clay County, Missouri

## DEPARTMENT OF PURCHASING AND CONTRACT SERVICES

Administration Building

1 Courthouse Square, 3<sup>rd</sup> Floor ~ Liberty, MO 64068

PH (816) 407-3630 FX (816) 407-3601

Steve C. Wright, Assistant County Administrator/Purchasing Director

Julie Lombard, Purchasing Manager

### RFP# 21-14, Paradise Pointe Marina/Smithville Lake Concession Services ADDENDUM NO 001

Dear Vendor,

The original Request for Proposal for RFP 21-14, Paradise Pointe Marina/Smithville Lake Concession Services remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Except as amended by this Addendum, all terms and conditions of the RFP remain unchanged.

The following change(s) to the above-referenced RFP have been made as designated below:

Mark Designation	Description
√	Change of specification(s)
	Additional specification(s)
	Change of bid opening time and date
	Cancellation of bid
	Other: <i>(specify)</i>

**The offeror is hereby notified that the following paragraphs within the RFP have been CHANGED/REVISED:**

- Paragraphs 1.1; 2.3; 2.10
- Form No. 1 “Concession Services Plan”, item #1
- Form No. 2 “Pricing”, deleted pricing row from table for “healthy food option”.
- Part III, “General Terms & Conditions” – revised error in paragraph numbering only.

The offeror must review the revised official RFP document as modified by Addendum # 001 for further details.

#### ACKNOWLEDGEMENT:

Each offeror shall acknowledge receipt of this Addendum No. 001 of RFP No. 21-14, Paradise Pointe Marina/Smithville Lake Concession Services by their signature affixed hereto, and shall attach this Addendum to the original proposal.

The specifications by virtue of this addendum become a permanent addition to the above referenced Request For Proposal. **FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.** The offeror shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP addendums. The offeror shall agree that the language of the original RFP as modified by this and any previously issued RFP addendums shall govern in the event of a conflict with his/her proposal.

If you have any questions please contact Julie Lombard at [jlombard@claycountymo.gov](mailto:jlombard@claycountymo.gov) or (816) 407- 3634.

### CERTIFICATION BY OFFEROR

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_



# CLAY COUNTY PURCHASING DEPARTMENT

Administration Building  
1 Courthouse Square  
Liberty, MO 64068

Phone 816-407-3630 Fax 816-407-3601

## TITLE-SIGNATURE PAGE REQUEST FOR PROPOSAL

**No. 21-14**

Clay County will accept separate sealed proposals from qualified persons or businesses (hereafter referred to as Contractors) interested in providing the following:

**Paradise Pointe Marina/Smithville Lake Concession Services**  
(at Smithville Lake)

One unbound original clearly marked "**Original**", and two (2) unbound copies, clearly marked "**Copy**", must be submitted. One (1) electronic proposal copy on CD or flash drive should also be submitted.

**RESPONSES MUST BE RECEIVED BY:**

**2:00 PM local time on July 8, 2014**

To view the site; contact Heather Hall, Special Project Manager at (913) 593-3836.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" RFP 21-14, PARADISE POINTE MARINA/SMITHVILLE LAKE CONCESSION SERVICES AND SEND IT TO:**

Clay County, Department of Purchasing  
Attn: Julie Lombard, Purchasing Manager  
Administration Building  
1 Courthouse Square  
Liberty, MO 64068

Please type or print the information below. **Vendor shall be REQUIRED to complete, sign and return this form with their submittal.**

<hr/>		<hr/>	
Company Name		Authorized Person (Print)	
<hr/>		<hr/>	
Address		Signature	
<hr/>		<hr/>	
City/State/Zip	County	Title	
<hr/>		<hr/>	
Telephone #	Fax #	Date	Tax ID #
<hr/>		<hr/>	
E-mail		Entity Type (Corporation, LLC, Sole Proprietor, Partnership)	

If submitting a "no proposal" please provide a brief explanation for the reason why and return this page:

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Proposal documents and any addendums are available by accessing the County's web site at [www.claycountymo.gov](http://www.claycountymo.gov) which links to the County's e-procurement system, Demandstar by Onvia at [www.demandstar.com](http://www.demandstar.com) or by contacting the Purchasing Department at 816-407-3630. Please note: There is no requirement that you belong to Demandstar in order to submit a proposal. Those who choose to submit a proposal may do so, free of charge.

Proposals must be received by 2:00 p.m. local time, on July 8, 2014 at the Purchasing Department, Administration Building, 1 Courthouse Square, Liberty, MO 64068.

Clay County shall have the right to reject any and all proposals, to waive technical defects in the proposals, and to select the proposal deemed most advantageous to the citizens of Clay County

Julie Lombard,  
Purchasing Manager

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**PART I**

**Section 1.0 Introduction and Background:**

**PARAGRAPH REVISED BY ADDENDUM #001**

- 1.1 Clay County is seeking proposals for concessionaire contractors to provide food and beverage concession operation during the Family Fun Day event scheduled for August 2, 2014 from 10:00 a.m. to 3:00 p.m. at Paradise Pointe Marina of Smithville Lake. It is the intent of Clay County to have *possibly* two (2) different concession mobile trailers and/or booths for this event; therefore, there *may* be two separate contracts awarded as a result of this solicitation.
- a. At the sole discretion and written request of Clay County, additional concessionaire services may be requested for other similar short term events on an as needed, if needed basis during the term of the contract. Such additional services for other events shall be mutually agreed to via a formal contract amendment.
- 1.2 The concession contractor shall provide for the sale of food and beverages (excluding alcohol) to patrons during this event. The sale of food and beverages by walking vendors/hawkers shall not be acceptable.
- 1.3 Background Information: Family Fun Day at Paradise Pointe Marina/Smithville Lake shall be held on Saturday, August 2 from 10:00 am to 3:00 pm. This event shall host free Bass Pro Shops boat rides, Car Cruise-In, casting contest, and art for the kids. There will be Boater/Water Safety booths from the Army Corps of Engineers, many vendors showcasing Clay County, and information booths pertaining to Clay County cities and organizations. The event will also include free wifi provided by KC Coyote and music throughout the day. The event activities are free; however, there is an entry cover charge of \$5.00 per car to get into the Lake area.
- 1.4 RFP Questions: Questions and issues relating to the RFP must be directed to the buyer, Julie Lombard. It is preferred that questions be e-mailed to [JLombard@claycountymo.gov](mailto:JLombard@claycountymo.gov).
- a. All questions and issues should be submitted no later than July 2, 2014. If not received by that date, the Clay County Purchasing Department may not be able to fully research and consider the respective questions or issues.
- b. Questions and issues necessitating requirement changes or clarifications will result in an addendum to the RFP. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).
- 1.5 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc., to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any other Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 1.6 Definitions: *The following definitions shall apply throughout this document:*
- a. “**Addendum**” shall mean a written, official modification to an RFP.

- b. **“Amendment”** shall mean a written, official modification to an awarded contract.
- c. **“Attachment”** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **“Buyer”** shall mean the procurement staff member of Clay County Purchasing Department. The Contact “Person” as referenced herein is usually the Buyer.
- e. **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- f. **“Contractor”** shall mean a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- g. **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the Clay County Purchasing Department (CCPD). The entity is also often referred to as “the County”. The entity is also responsible for payment.
- h. **“Exhibit”** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- i. **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- j. **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
  - 1) The offeror’s proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the offeror’s proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- k. **“Offeror”** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- l. **“Pricing Page(s)”** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- m. **“Proposal Opening Date and Time”** and similar expressions shall mean the exact deadline required by the RFP for the receipt of sealed proposals.
- n. **“Request for Proposal (RFP)”** shall mean the solicitation document issued by the CCPD to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

- o. “**RSMo (Revised Statutes of Missouri)**” refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of CCPD.
  - p. “**Shall**” shall have the same meaning as the word “must”.
  - q. “**Should**” means that a certain feature, component and/or action is desirable but not mandatory.
  - r. “**Vendor**” shall have the same meaning as the word “Offeror”.
- 1.7 Estimated Quantities: The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. Clay County makes no guarantees about single order quantities or total aggregate order quantities.

**Section 2.0 Scope of Work / Performance Requirements:**

- 2.1 The concession contractor shall agree to the following:
- a. Provide all management and support personnel;
  - b. Provide all equipment, fixtures, and supplies to efficiently operate the concessions;
  - c. Obtain the necessary license(s) needed for the operation;
  - d. Comply with all federal, state, and local regulations, including licensing, building, health, sanitary, and environmental protection codes;
- 2.2 The concession contractor must arrive and be ready to serve food and beverages by 9:30 a.m. on August 2, 2014.
- a. If the concession contractor has a self-contained trailer to serve from, the contractor’s concession trailer shall be located near the storm shelter on parking lot areas of Paradise Point Marina. If concession contractor will be serving from a booth, then the contractor shall be located on the Marina Courtesy dock. There is electric and water at both locations.
    - 1) The contractor’s concession trailer must meet the Department of Health regulations for Clay County, Missouri.
  - b. The contractor shall be responsible for staffing, providing, maintaining and transporting all necessary and customary equipment, utensils, tools and items needed to provide concession services.
    - 1) The contractor shall require all of its employees to exercise courtesy and consideration in their relations with the public and wear articles of clothing that distinguishes them as employees of the concessionaire contractor. The contractor shall be responsible for complying with all county, city, state and federal wage laws.
  - c. The contractor’s provision of supplies and equipment in the concession area must be stored in a manner that does not negatively impact the operations of the park areas. The County shall not be responsible for loss, damage or theft of any supplies or property stored owned by the contractor.

**PARAGRAPH REVISED BY ADDENDUM #001 (some text deleted)**

- 2.3 The contractor shall offer a menu containing a minimum of: Drinks that include bottled water and soft drinks as well as, snack items to include a minimum of chips. The contractors shall also provide a menu that includes food items with a minimum of one meat item and condiments.
- 2.4 The concession contractors shall be responsible for clean-up of their respective areas. The County shall provide waste receptacle bins for the contractors' utilization. The contractors shall begin clean-up at 3:00 PM and must be complete by 4:30 PM.
- a. The contractor shall be responsible for maintaining the areas immediately surrounding the contractor's concession area in a clean and sanitary condition; picking up area trash on a regular basis or more frequently as directed by Parks & Recreation Staff.
- b. All bagged trash may be deposited in the marina facility's dumpster. The location of dumpster will be identified by Clay County Site facility staff.
- 2.5 The concession contractor shall submit to Clay County, for approval, a complete list of concessions to be sold and/or served along with pricing for each item by no later than July 29, 2014. Only items approved in writing by Clay County shall be sold/served and only at the indicated pricing.
- 2.6 The contractor shall maintain a stock of concession items sufficient to meet the needs of the event visitors. It is undeterminable at this time how many people may attend this one day event; however, it is estimated that approximately 1,000 to 3,000 people may attend. All concession items for sale, shall be of good quality, wholesome, and shall conform in all respects to the federal, state, and municipal laws and other laws, ordinances, and regulations.
- 2.7 The contractor shall not provide or display any items or materials that are inappropriate for a family, kid friendly environment. The County shall have the sole discretion in determining whether any items or materials are deemed inappropriate. If notified by the County of such issues, the contractor shall immediately remove from view and sale of any such items or materials.
- a. Clay County shall have the right to prohibit the sale or rental of any property or service which the County deems objectionable, beyond the scope of merchandise deemed necessary for proper service to the public or of inferior quality.
- 2.8 The concessionaire contractor should provide a cash register for the concession operation that has a battery back-up and includes a customer receipt tape and detail tape or equivalent functionality.
- a. The contractor should provide Credit Card Services to the public for purchasing of all concession items. If provided, surcharges for credit card transactions shall not be allowed.
- 2.9 The contractor shall be responsible for collecting and processing of all proceeds from the sale of Beverages and Concession Food Items, and shall collect and remit all applicable taxes, and pay for the cost of goods sold, labor, supplies, and other expenditures incurred in providing of the beverage and concession food services.

**PARAGRAPH REVISED BY ADDENDUM #001 (some text deleted)**

- 2.10 The concessionaire contractor shall submit a revenue report *indicating the number of* sales and revenue totals for this event. These documents must be delivered to Heather Hall, Clay County Special Event Project Manager by no later than **August 8, 2014 prior to 4:00 p.m.** at the following address:

Clay County Government, County Commission office,  
Attn: Heather Hall, Clay County Special Event Project Manager,

1 Courthouse Square, 3<sup>rd</sup> floor,  
Liberty, MO 64068.

- 2.11 The contractor shall be responsible for developing and maintaining the necessary measures for the maximum safety of the concession area, including occupants as well as customers.
- a. The concessionaire contractor shall understand and agree to operate the concession in a safe manner. Concessionaire contractor shall immediately notify the Clay County Park Marina Facility Manager or other designee upon discovery of any unsafe condition of county property. The contractor shall be responsible for the safety and employees and visitor to the concession and shall make all persons aware of conditions which may adversely affect their personal safety.
  - b. The contractor shall hereby by virtue of signing this RFP document that the contractor has already and shall continue to provide appropriate safety training, including first aid, for concession employees.
  - c. Upon discovery of any condition that Clay County determines to present an imminent and dangerous threat to the health and safety of the public, the Park Marina Facility Manager or other designee may close any part or all of the concession or non-concession premises to the public until the Park Marina Facility Manager determines the condition is corrected and the danger to the public is eliminated. The concessionaire contractor shall have no claim for damages against the Director or his representatives due to actions taken pursuant to this section.
  - d. Concessionaire contractor shall not discharge or permit the discharge of solid, liquid, hazardous or any other waste or other pollutant into the park.
- 2.12 The contractor's products and services shall conform to all County, State, and Federal laws, health codes and licensing requirements and shall comply with all official inspections by duly authorized licensing agencies.
- 2.13 All signs or advertising matter shall be approved by Heather Hall, Clay County Special Event Project Manager, or other designee.
- 2.14 The contractor shall not permit any gambling within the concession facilities, including lottery tickets.
- 2.15 Permits, Licenses, Ordinances, Regulations and Taxes: The contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable State DNR & Federal EPA, and OSHA regulations. This includes all requirements relative to fuel storage tanks, testing and insurance requirements regulated by the State of Missouri. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations. The Contractor shall not be compensated for changes in any agreement between the Contractor and Clay County that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due, and as defined in the Contract Documents.
- a. All taxes, (sales, property, personal property, etc.) must be paid on time, unless under review by the pertinent taxing authority. Taxes noted as delinquent shall be considered a "Breach of Contract" and the concessionaire contractor shall have the time allotted by the contract to cure the "Breach".
- 2.16 Insurance: The concessionaire contractor shall understand and agree that Clay County cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or

arising as a result of any activity of the Concessionaire or their employees related to performance under the contract. Concessionaire must acquire and maintain, during the term of this contract, general liability insurance \$100,000 per person for injury or death of any one person and \$1,000,000 per occurrence. Written evidence of the insurance shall be provided by the contractor to the Department. The evidence of insurance shall include, but shall not necessarily be limited to, effective dates of coverage, limits of liability, insured name, policy numbers and endorsement by representatives of the insurance company, etc. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the County must be notified immediately.

- a. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better, and are licensed or approved by the State of Missouri to do business in Missouri. The Concessionaire shall provide the County with a Certificate of Insurance evidencing the above said Insurance in force which names the County and the U.S. Army Corps of Engineers as "additional named insured's". Coverage shall be provided so as to allow adequate coverage as required by law.
- b. The contractor shall indemnify and hold harmless the County and the U.S. Army Corps of Engineers from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the condition of the property subject to the Concessionaire Agreement, the operation of contractor's business and/or the actions of the contractor, its patrons, employees and/or agents.
- c. The contractor shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law.
- d. The Contractor shall indemnify and hold the County harmless for any and all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or for failure to provide a safe place to work, the contractor shall also be responsible to insure that its subcontractors carry workers compensation insurance. Prior to the contractor setting up their concession area, "Proof of Insurance" shall be presented to the County Purchasing Department Attn: Julie Lombard, Procurement Manager.
- e. Additional Insurance: The County recommends the contractor carry business interruption insurance, as well as standard renters insurance, in addition to the required insurances listed above.

**PART II**  
**INSTRUCTIONS TO OFFERORS**

After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Evaluation Criteria Scoring Category	Maximum Points
Concession Services Plan	45
Pricing	20
Experience	35
<b>TOTAL</b>	<b>100</b>

Based on the above criteria, the evaluator(s) shall select one or more of the proposals for further review and/or negotiations. The County shall have the right to take into consideration the price and quality of goods and services that will be provided to the event goers during evaluation.

The evaluator(s) shall utilize the following scoring ranges to assess evaluation points based on their subjective judgment of the proposal responses to the aforementioned subjective evaluation criteria.

Subjective Judgment Description	45 Point Questions	35 Point Questions	20 Point Questions
Outstanding/Optimal	40 – 45	30 – 35	17 – 20
Exceeds Acceptable	30 – 39	20 – 29	13 – 16
Acceptable/Satisfactory	24 – 29	14 – 19	9 – 12
Marginal/Inadequate	0 – 23	0 – 13	0 – 8

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the Clay County Purchasing Department to be in the best interest of Clay County.

The County shall have the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The final determination of contract(s) award shall be made by Clay County with approval from the County Commission.

**Section 3.0 Selection Process:**

3.1 The proposals will be evaluated by a Selection Committee. Members of the Selection Committee will review and rate each responsive proposal based on the following criteria:

- 1) Concession Services Plan
- 2) Pricing

## 3) Experience

**Section 4.0 Offeror's Cost to Develop Proposal:**

- 4.1 All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the contractor and will not be chargeable in any manner to the County.

**Section 5.0 Instructions for Responding to this Request For Proposal:**

- 5.1 The offeror must submit the correct number of **signed** copies of the proposal One (1) original clearly marked "**Original**", and two (2) unbound copies, clearly marked "**Copy**", must be submitted. In the addition the offeror should submit two (2) electronic copies of their proposal response on CD or flashdrive. The proposal should be organized using the following format:

- 1) Title-Signature Page
- 2) Table of Contents
- 3) Addenda (if any)
- 4) Form 1: Proposed Concession Services Plan.
- 5) Form 2: Pricing
- 6) Form 3: Experience

**Section 6.0 Conflict of Interest:**

- 6.1 No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. The contractor covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The contractor further covenants that in the performance of this agreement no person having such interest shall be employed.

- a. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**Section 7.0 Contract Agreement Duration:**

- 7.1 Any agreement shall be in effect from the date of County Commission approval or approved alternate date; for a period not to exceed one (1) year. This agreement shall commence at such time as all parties execute this agreement and all condition precedents to give effect to the agreement have been satisfied.

**FORM NO. 1:  
CONCESSION SERVICES PLAN**

The evaluation of the offeror's proposed method of performance concerning their proposed concession services plan shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the offeror's responsibility to make sure all products/services proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the services proposed; however, the evaluator does have sufficient technical/business background to conduct an evaluation when presented complete information.

**PARAGRAPH REVISED BY ADDENDUM #001 (some text deleted)**

1. *If providing concession services from a trailer/truck*, the offeror **must** submit with their proposal response a photo of the concession trailer, inside and out and provide the exterior measurement dimensions. Failure to submit the photographs may render your proposal response as non-responsive and not given further evaluation consideration.
2. The offeror should provide a menu of items, to include the firm, fixed price at which the items will be offered. (Note: Proposals should be in the context of a family friendly environment).
3. It is recommended that offerors respond to each item or paragraph of Section 2.0 Scope of Work / Performance Requirements in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County conditions.
4. The offeror should provide a copy of associated licenses currently held.

**FORM NO. 2:  
PRICING**

The offeror shall provide sample menu food and beverage pricing items as specified below which shall be the basis of the cost analysis for evaluation purposes only. The items described must be items that the offeror intends to sell as part of their concession services plan described in FORM NO. 1.

**TABLE REVISED BY ADDENDUM #001**

DESCRIPTION	UNIT OF MEASURE	UNIT COST CHARGED TO CUSTOMER
One Meat Food Item: <i>(Please describe below. Description should include any toppings, condiments, and approximate weight/size. If available provide a picture)</i> _____	Each	\$ _____
One Snack / Side Dish Food Item: <i>(Please describe below. Description should include any toppings, condiments, and approximate weight/size. If available provide a picture)</i> _____	Each	\$ _____
<del>One Health Snack Food Item:</del> <b>DELETED BY ADDENDUM #001</b>	----	-----DELETED----
Soda Beverages: <i>(Please describe below. Description should include soda varieties, drink size options – if any.)</i> _____	Each Large Size _____oz indicate # of ounces	\$ _____
Bottled Water <i>(Please describe below. Description should include water manufacturer/brand name and how many fluid ounces provided within the bottle).</i> _____	Each	\$ _____
<b>GRAND TOTAL:</b> <i>(add up all row item prices)</i>		\$ _____

**FORM NO. 3:  
EXPERIENCE**

1. Contractor’s Name and Address:
  - 1a. Contractor is:  National  Regional  Local
  - 1b. Year Contractor was Established:
  - 1c. Licensed to do business in the State of Missouri:  Yes  No
  
2. If submittal is by Joint Venture, list participating subcontractor and outline specific areas of responsibility (including financial):
  - 2a. Has this Joint Venture previously worked together?  Yes  No
  
3. Identify management and key personnel that will be assigned to manage the services in the proposal. List the person’s name, title, years of experience and any other qualification relevant to the offeror’s proposal.
  
4. The offeror should provide a description of three (3) related concessionaire experiences within the past five (5) that are similar in size and scope as what is requested in this RFP. The offeror should provide three (3) references to contact to verify the experience and performance of the offeror. Reference contacts should include name of contact, their telephone number, and email address as well as a brief description of the concession services event that explains how the experience was similar to what is requested in this RFP.

*Provide the following information on separate sheets for each of the three (3) vendor references provided:*

Reference # ___ of ___	Vendor Name:
Customer Name:	
Address:	
Name of Contact:	
Title:	
Email Address:	
Telephone Number:	
Contract or Service Period (dates of services):	
Description of Concession Services provided with indication of how this project experience was similar/relevant to what is requested in the RFP:	

**PART III  
GENERAL TERMS & CONDITIONS  
CLAY COUNTY, MISSOURI**

**SECTION REVISED BY ADDENDUM #001 (Only change was correction to paragraph numbering)**

1. Scope:  
The following terms and conditions, unless otherwise modified by Clay County, Missouri, within this document, shall govern the submission of proposals and subsequent agreements. Clay County, Missouri shall have the right to reject any proposal that takes exception to these conditions.
2. Completing Proposal:  
All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the offeror and required information must be provided. The contents of the proposal submitted by the successful offeror of this RFP shall include **all** proposal documents and shall become a part of any agreement award as a result of this solicitation. Offeror shall initial all pages where the document denotes "OFFEROR'S INITIALS:\_\_\_". Any proposals not complying to this condition may be considered non-responsive and rejected.

**ALL PROPOSAL DOCUMENTS MUST BE SUBMITTED IN FULL (ALL PAGES OF THE RFP SHALL BE EITHER SIGNED OR INITIALED) TO BE CONSIDERED RESPONSIVE.**

3. Confidentiality of Proposal Information:  
Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals submitted in response to this RFP shall become the property of the County and a matter of public record. All proposals and supporting documents shall remain confidential until a final agreement has been executed. Offeror must identify all copyrighted material, trade secrets or other proprietary information that they claim are exempt from disclosure. In the event such an exemption is claimed, the vendor shall be requested to state in the proposal that they shall defend any action. Information that discloses proprietary or financial information submitted in response to qualification statements shall not become public information. This is in accordance with the Missouri Sunshine Law.
4. Submission of Proposal:  
Proposals are to be sealed and submitted to the Purchasing Department located at: 1 Courthouse Square, Liberty, MO 64068 on the 3<sup>rd</sup> floor of the Administration Building prior to the date and time indicated on the cover sheet. Electronic or faxed proposals shall not be considered unless authorized by the RFP. At such time, all proposals received shall be formally opened. **Only the name(s) and address(es) of the offerors shall be recorded at the public closing.**
5. RFP Expiration:  
All RFPs shall be considered as firm for a period of one hundred twenty (120) calendar days, commencing the date and time of the RFP closing and expiring at 5:00 p.m. of the last day. If the County extends a closing date through an addendum; the one hundred twenty (120) calendar days shall start from the extended closing date. Unless withdrawn, as provided in this RFP, a Proposal shall be binding on the Contractor, and may be received by the County at any time up to and including the proposed RFP closing date.
6. Addenda:  
All changes, additions and/or clarifications in connection with this proposal shall be issued by the Purchasing Department in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF

SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the County.

7. Late Proposals and Modification or Withdrawals:

Each offeror may submit only one (1) response to this proposal. Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Department prior to the proposal submission deadline.

8. Negotiation:

- a) The County shall have the right to negotiate any and all elements of this proposal.
- b) The County shall have the right to award an agreement based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, an offeror should submit its initial RFP on the most favorable terms possible to the County. However, should only one RFP be received by the County, the County may, but is not obligated to conduct negotiations with this offeror whose proposal, in the opinion of the County, is competitive or may best meet the needs of the County.
- c) The County may, but is not obligated to, seek clarification of a proposal submitted by an offeror.
- d) If the County chooses to negotiate, negotiation may involve any issue bearing on the proposal and may take place after submission of Proposal and before an award is made. The County shall have the right to follow negotiations with a request for submission of a best and final Proposal.

9. Rights Reserved:

The County shall have the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the County.

10. Non-Exclusive Services Agreement:

The parties agree that no terms of the Agreement and/or the Attached Exhibits shall be deemed to create an exclusive services agreement and/or contract. Clay County retains the discretionary right to elect to bid or negotiate with other contractors for any project or services.

11. Tax Exempt:

The County and its Departments are exempt from payment of Missouri Sales and Use Tax in accordance with Section 144,040 and 144,615 RSMO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

12. Breach, Right to Cure and Termination:

In addition to other remedies available to the parties pursuant to this RFP and/or the Agreement, the parties may address the breach of this agreement in the following manner:

TERMINATION FOR CONVENIENCE: Either party may terminate this agreement upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the County until said work or services are completed and accepted.

BREACH AND RIGHT TO CURE: If, in the sole discretion and judgment of the County, the County believes that the contractor is in breach of this agreement, including a breach of the terms of this

agreement, the filing of a petition in bankruptcy or any conduct which affects the County's property or the health, safety or well-being of any person, the following terms shall apply:

- 1) The County shall send written notice to the contractor setting forth the breach and requesting that such breach be cured.
- 2) Contractor shall have 30 days from the date of the notice to cure such breach to the satisfaction of the County.
- 3) If, after sending such written notice, the breach has not been cured within 30 days to the satisfaction of County, the County may then send a written notice of default to County.

**NOTICE OF DEFAULT:** If the County sends a notice of default to selected contractor, contractor shall have 10 days from the date of the notice to cure such breach to the satisfaction of the County. In the event contractor fails to cure the breach to the satisfaction of County within 10 days, the County may elect to do all or any of the following:

- 1) The County may elect to remedy the default by curing the default with department staff or contracting with another contractor to do the work in question. In this event, the Contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%). The County may immediately prohibit Contractor from having access to the property or conducting business on the property.
- 2) The County Commission, after consideration of the default, may terminate the agreement. In this event, Contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.

**IMMEDIATE TERMINATION:** Nothing contained herein shall limit the County's ability to immediately terminate this agreement upon a determination that a significant breach of this agreement has occurred including, but not limited to: Cessation of business on the property; Creation of significant damage or risk of damage to the County's property; Creation of a significant harm or risk of harm to the health, safety or well-being of any person; Engaging in criminal conduct; Negligently allowing criminal conduct to occur on the property; and failing to maintain required levels of insurance as set forth in the agreement between the parties. In the event of immediate termination, Contractor shall be required to immediately vacate the premises, shall not be entitled to any opportunity to remedy the default and shall not be entitled to any compensation.

13. **Delay in Performance:** Neither County nor Contractor shall be considered in default of this agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this agreement, such circumstances include but are not limited to: Abnormal weather conditions; Floods; Earthquakes; Fire; Epidemics; War; Riots, and other civil disturbances; Strikes; Lockouts; Work slowdowns and other labor disturbances; Sabotage; Judicial restraint; and Delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or Contractor under this Agreement. Contractor and County shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.
14. **Safety:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. all persons;
2. the County's building(s) and all other real or personal property at or adjacent to the Contractor Agreement site; and
3. the Contractor and all associated materials and equipment, under the care, custody or control of the Contractor or any of its employees, agents, representatives or subcontractors whether in storage on or off the site.

Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss in accordance to the Contract Documents.

Contractor shall provide the County with advance notice of any hazardous chemical (as defined in the OSHA Hazard Communication regulations, 29 C.F.R. § 1910.1200) that shall be brought onto the County's premises by the Contractor, or by any of its employees, agents, representatives or subcontractors, in connection with completion of the Concessionaire Agreement. In addition, at or before the time such hazardous chemical is brought onto the County's premises, the Concessionaire shall:

- 1) Provide the County with the current material safety data sheet (MSDS) for the chemical
- 2) Ensure that the chemical is properly labeled
- 3) Advise the County of the use that shall be made of the chemical and the locations on the premises where the chemical shall be used and, if necessary, stored
- 4) Advise the County of safety precautions regarding chemical.

Contractor shall promptly notify the County if, during inspection of the Concessionaire Agreement site or during the Concessionaire Agreement, the Concessionaire observes or otherwise learns of any condition which then exists or which is likely to arise in connection with the Concessionaire Agreement, and which poses a threat to the safety of persons or property, adversely affects the Concessionaire Agreement, is in violation of any applicable codes or regulations, or warrants a modification of the Contract specifications.

Clay County may require Contractor to conduct background checks on all employees and provide a copy of those checks to the County.

15. No Third-Party Rights:

The services provided for in this agreement are for the sole use and benefit of County and Contractor. Nothing in this agreement shall be construed to give any rights or benefits to anyone other than County and Contractor.

Contractors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the County.

16. Disclaimer of Liability:

The County, or any of its Departments, shall not hold harmless or indemnify any respondent for any liability whatsoever.

17. Indemnity and Hold Harmless:

Contractor agrees to indemnify, release, defend, and forever hold harmless the County, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorney's fees incurred

in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, their sub-contractors, employees or agents, and arising out of services performed by Contractor, their subcontractors, employees or agents under this agreement.

18. Compliance with Applicable Law:

Contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the County harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

19. Anti-Discrimination Clause:

No contractor shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

20. Domestic Products:

Clay County, Missouri has adopted a formal written policy. It is the policy of this County that each contract for the purchase or lease of manufactured goods or commodities involving an expenditure of \$1,000 or more shall be for goods or commodities manufactured, assembled or produced in the United States. This policy shall not apply where the cost of the contract would be increased by more than 10% , when only one line item of a particular good or product is manufactured, assembled or produced in the United States, or when the specified products or not in sufficient quantities to meet the County's needs. (Ord GO -91-126- Purchasing Chapter 37.38)

21. Conflicts:

No salaried officer or employee of the County and no member of the County Commission shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

22. Debarment:

By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal, State Department or Agency, including listing in the U.S. General Services Administration List of Parties excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State Department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the contractor must attach an explanation to its response.

23. Covenant Against Contingent Fees:

Contractor warrants that contractor has not employed or retained any company or person, other than a bona fide employee working for the contractor, to solicit or secure this Agreement, and that contractor has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting

from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

24. Inspection of Documents:

Contractor shall maintain all records pertaining to services hereunder for inspection, upon reasonable advance notice and during normal business hours at contractor place of business, during the agreement period and for five (5) years from the date of final payment for each individual project performed pursuant to this agreement.

25. Prevailing Wage:

Contractor understands that any construction performed by it on the concessionaire premises may be subject to the Prevailing Wage Law of the State of Missouri. Concessionaire therefore, agrees that Concessionaire and its agents, subcontractors, shall be paid and/or compensated in full compliance with Missouri's Prevailing Wage Laws. Concessionaire shall submit upon request to the County all payroll or account records necessary to verify compliance with the prevailing wage requirements of the State of Missouri. The Concessionaire shall indemnify and hold the County harmless for any and all damages and liabilities, including attorney's fees and costs for failure to comply with Prevailing Wage Law of the State of Missouri.

26. Modification to Agreement:

In the event of any changes in the scope of services contained in this agreement and prior to commencing the services County and contractor shall enter into a modification of this agreement describing the changes in the services to be provided by contractor and County, providing for compensation for any additional services (if applicable) to be performed by contractor, and providing completion times for said services.

27. Emergency Changes in Services:

The Purchasing Agent, with the consent of the County Administrator, is authorized to execute on behalf of the County a modification agreement. For purposes of this subsection, an "emergency" shall mean those unforeseen circumstances that present an immediate threat to public health, welfare, or safety; or when immediate response is necessary to prevent further damage to public property, machinery, or equipment; or when delay would result in significant financial impacts to the County as determined by the Purchasing Agent and the County Administrator.

28. Law Governing:

The laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

29. Entire Agreement:

This Agreement herein constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.



# SAMPLE AGREEMENT Clay County, Missouri

The County has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County reserves the right to submit an agreement which differs from the following example.

## RESOLUTION/AGREEMENT #2014-XXX RFP No. 21-14

This **AGREEMENT**, made and entered into this **DATE** day of **MONTH** 20   , by and between Clay County, Missouri, hereinafter referred to as "County," and **XYZ Company**, a corporation in the State of **STATE**, hereafter referred to as "Contractor." Witnesseth, that:

**WHEREAS, Contractor** has offered to provide the services described in Exhibit A, in consideration of the payment terms/fee schedule(s) described in Exhibit B, subject to the General Conditions described in Exhibit C; and

**WHEREAS,** The County desires to engage Contractor to provide such services.

**NOW, THEREFORE,** in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. **SERVICES:** The Contractor shall represent that it is equipped, competent, and able to provide, and that it will provide all services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Request for Proposal No. 21-14 (hereinafter "RFP"); the Contractor's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; and General Terms and Conditions, attached hereto as Exhibit B. In the event of any conflict between provisions in the exhibits attached herein, the provisions set forth in Exhibit B shall control.
3. **TERM:** This agreement is for a one (1) year period. Agreement shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR**.
4. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission and the Contractor.

**WITNESS WHEREOF,** the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

**Approved:**

\_\_\_\_\_  
County Counselor

**ATTEST:**

By: \_\_\_\_\_

Clerk of the County Commission

**COUNTY OF CLAY, MISSOURI  
COUNTY COMMISSION**

By: \_\_\_\_\_  
Presiding Commissioner

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

**Contractor:**

By: \_\_\_\_\_