



CLAY COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

RFP No.: 29-19
TITLE: FLOATING MARINA RESTAURANT OPERATOR
ISSUE DATE: 4/12/2019

PURCHASING MANAGER: LESLIE DEGROOT
PHONE No.: (816) 407-3630
E-MAIL: LDEGROOT@CLAYCOUNTYMO.GOV

**PROPOSAL RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):
 MAY 16, 2019 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County’s initiative for conservation, it is preferred that proposals be submitted via www.PublicPurchase.com. Sealed RFPs may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the **Sealed RFP Label** found in Attachment 1 or type **RFP Number, RFP Title** and **Return Due Date** on the lower left hand corner of the envelope or package. In order for a proposal to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

RETURN PROPOSAL TO: **CLAY COUNTY ~ PURCHASING DEPARTMENT**
ATTN: LESLIE DEGROOT
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068

AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWAL OPTIONS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

PUBLIC SERVICES
PARADISE POINTE MARINA
2825 NE 180th ST.
SMITHVILLE, MO 64089

By signing this RFP cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this RFP shall govern in the event of a conflict with their proposal. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Company Name	Authorized Representative (Print)	Title
Street Address	Authorized Signature	
City/State/ZIP	County	Date
		Company Tax ID No.
Telephone No.	Facsimile No.	E-mail
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		
Vendor Tax Filing Type With IRS (Check One)		

1. INTRODUCTION AND GENERAL INFORMATION

This section of the RFP includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Submittal instructions and Determination of Award information can be found on our website by clicking the following link [https://www.claycountymo.gov/departments/purchasing#Current Solicitations](https://www.claycountymo.gov/departments/purchasing#CurrentSolicitations)

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective Operators for a Floating Marina Restaurant at Paradise Pointe for Public Services in accordance with the requirements and provisions stated herein.

1.1.2 Clay County is seeking creative proposal responses where the Vendor will provide a proposal, which includes a Commercial Concessionaire and Lake Service Lease Plan not to exceed five (5) years for use of the new concessions area for the Marina at Paradise Pointe (Smithville Lake, Missouri).

1.1.3 RFP Document Contents: This document is divided into the following parts:

Section 1: Introduction and General Information
 Section 2: Scope of Work/Functional Specifications
 Section 3: Agreement Terms and Conditions Acknowledgement Form
 Exhibit A: Experience and Expertise
 Exhibit B: Project Approach and Pricing
 Exhibit C: Employee Bidding/Conflict of Interest

Attachment 1: Sealed RFP Label

1.2 Pre-Proposal Meeting:

1.2.1 A Pre-Proposal Meeting regarding this Request for Proposal will be held on Friday, April 26, 2019 **beginning at 2:00 PM Central Time at Paradise Pointe Marina 2825 180TH St., Smithville, MO 64089.**

1.2.2 The RFP will be used as the agenda for the Pre-Proposal Meeting.

1.2.3 Pre-Proposal Meeting RFP Questions: All potential Vendors are encouraged to participate in the Pre-Proposal Meeting as it will be used as a forum for questions, communications, and discussions regarding the RFP. The Vendor should become familiar with the RFP and develop all questions prior to the Meeting in order to ask questions and otherwise participate in the public communications regarding the RFP.

- a. Prior Communication – Prior to the Pre-Proposal Meeting, Vendors may submit written communications and/or questions regarding the RFP to Purchasing2@ClayCoGov.com Such prior communication will provide Clay County with insight into areas of the RFP which may be brought up for discussion during the Meeting and which may require clarification.
- b. During the Pre-Proposal Meeting, the County will attempt to respond to all previously received questions/concerns regarding the RFP but it shall be the sole responsibility of the Vendor to orally address any issues previously presented to the County by the Vendor that the County may have failed to address.
- c. Addendum to the RFP - Any changes needed to the RFP as a result of discussions from the Pre-Proposal Meeting will be accomplished as an addendum to the RFP. Formal minutes of the Meeting shall not be maintained. Any questions that require a revision to the RFP shall be accomplished as an amendment to the RFP.

Vendor's Initials: _____

1.3 Questions:

- 1.3.1 Questions relating to the RFP must be submitted via the www.PublicPurchase.com website or e-mailed to Purchasing2@ClayCoGov.com
- 1.3.2 **All questions and issues should be submitted no later than April 29, 2019.** If not received by the aforementioned date, the County may not be able to fully research and consider the respective questions or issues.

1.4 Background Information:

- 1.4.1 Clay County desires to promote tourism and economic development by improving the concessionaire facilities at the Paradise Pointe Marina of Smithville Lake, in Little Platte Park, by building a new water based facility. Clay County is seeking a Vendor to lease the new water based facility located at the Paradise Pointe Marina for the purpose of operating as a concessionaire, providing food and drink services in a family friendly atmosphere, attractive to lake patrons.
- 1.4.2 Clay County has owned a former water based concessionaire facility/building at the Paradise Pointe Marina. This site was located within the Little Platte Area of Bauman Park on Smithville Lake. The concessionaire building and dock were built in 1982. Since 1982, there have been five concession service providers who have leased the building. The concessionaire facility/building was removed in 2017 to make way for a new structure. The structure is scheduled to be completed in early Spring 2019.
- 1.4.3 In addition to the dock and new building, there will be a new partially covered concrete decked outdoor dining platform measuring approximately fifty-eight feet by seventy-eight feet (4,524 square feet). There will be a boater courtesy dock connected to the dining platform. The courtesy dock will consist of 16 slips that are 10 feet x 20 feet. Potable water, electricity and sewer service are currently available to the facility. (Note: The County reserves the right to make modifications to the deck area for access of patrons and visitors to the dock; such modifications may reduce the available dining area.)
- 1.4.4 The concessionaire building may be accessed by boaters via Smithville Lake and by vehicles utilizing an asphalt road leading from the park entrance to the marina area. There is an asphalted 300 car parking area available for use by park and marina area visitors. Adjacent to the marina site are two 4-lane boat-launching ramps with 200 vehicle parking spaces.
- 1.4.5 Smithville Lake currently receives over 1.4 million visitors a year, and covers almost 7,200 surface acres of water. In addition to public recreation, the lake serves as a flood control facility, and water source for three municipalities. All development in the lease area is under the control of Clay County and the US Army Corps of Engineers.
- 1.4.6 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

Vendor's Initials: _____

2. SCOPE OF WORK

This section of the RFP includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful Vendor and subsequent Vendor. The Vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The Vendor's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the proposal is accepted by Clay County. The Vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the Vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 Specific Requirements:

2.1.1 The Vendor must operate concession services at the Paradise Pointe Floating Marina Restaurant, which meets or exceeds the specifications contained in this document.

2.2 Receipt of Proposals:

2.2.1 The proposal submitted is the document upon which Clay County will make its initial judgment regarding each Vendor's qualifications and the ability to complete the required services.

2.2.2 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the County to reimburse any business or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or participating in selection interviews if any.

2.2.3 Submission of any proposal indicates an acceptance of the conditions contained in this RFP unless the submitted proposal clearly and specifically states otherwise.

2.2.4 Clay County reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming nonresponsive or conditional proposals.

2.2.5 Clay County reserves the right to award the agreement to one or more businesses and/or individuals.

2.2.6 Any award of the agreement shall be conditioned on the later execution of a formal written agreement. Clay County reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written agreement.

2.3 Scope of Services:

Clay County is currently seeking established or experienced restaurateurs to offer Smithville Lake Park and Marinas a food venue to complement its many outdoor amenities and the patrons who enjoy them. The community is seeking an owner and operator that will establish a menu, bar service and atmosphere relatable to the client base and a set up that is easily maintained and operated. The County seeks to work with the prospective restaurateur to set the venue up for the greatest possible success. The establishment is a standalone kitchen restaurant with a service window on a floating dock.

A successful bid will define and be clear about their unique selling proposition and base its goals around a memorable, simple and authentic name along with a general goal for what would go into the ambiance or tone of the restaurant carried out by management and staff. The bid will define the style of service (i.e. bistro, family, fast, casual) and an overview of items that may appear along with any goals of niche specialties or intent to offer limited time menu specials that would add to the tone of the restaurant. Vendors are encouraged to include an activity or outdoor game that compliments the defined atmosphere with their Proposal. Hours of operation for each season must be defined by the prospective operator and approved by the County, the availability to expand hours can be accommodated with advance written notice to the County so that the park operations can support those special holiday or event hours. The operation of the restaurant must

Vendor's Initials: _____

open with the start of the regular season and maintain regular hours of operation throughout the week as defined and agreed upon with the County.

Kitchen appliances and set up will be installed by the county, additional appliances could be considered with the availability of space while maintaining health and code compliance. All tools of the trade outside of stationary appliances will be provided by the operator. The operator will also be expected to keep the establishment clean and up to Clay County Health code standards along with obtaining any and all food and liquor licenses required to operate.

- 2.3.1 Proposals must outline the concession services that will be provided: specify style and type of operation, proposed name, theme, unique characteristics, etc. Proposals must include a suggested menu with prices and the number of anticipated employees. The price, quality, and quantity of food and beverages shall all be subject to the approval of Clay County. The County reserves the right to approve or deny all menu items at any time.
- 2.3.2 The hours of operation for concession services shall coincide with Park's primary boating season and may be extended out at the County's discretion with permitting weather. Primary boating season is outlined as May 1st through Labor Day. Hours of operation are required in the following timeframes but may also be extended at the concessionaire's discretion given proper committed posting. Mandatory open hours are currently as follows: Monday through Friday 11:00 a.m. – 8:00 p.m. Saturday 8:00 a.m. – 9:00 p.m.; and Sunday 8:00 a.m. – 5:00 p.m. Hours of operation are subject to change at any time at the discretion of the County. Vendor's hours of operation must adhere to the County's quiet hour's ordinance (Ord. 90.31(N)) that is in effect from 10 p.m. – 6 a.m.; however, Friday and Saturday hours of operation may include the hours of 10:00 p.m. until midnight with reasonably limited noise pollution. Any special events including bands, boat shows or any other types of entertainment will require prior written approval for each event.
- 2.3.3 The County may require formal interviews and oral presentations prior to awarding an agreement as well as proof of good financial standing.
- 2.3.4 Proposals from individuals or firms who are in arrears to the County, under debt, contract, or otherwise, or who are in default, as surety or otherwise under any obligation to the County will not be considered.
- 2.3.5 Vendor will be responsible for providing any and all equipment necessary to provide the concession services contemplated herein and shall also be responsible for the repair and/or replacement of all Vendor's equipment.
- 2.3.6 Liability: Vendor shall hold the County harmless for any damages resulting from consumption of products delivered under this agreement, when damages are attributed to foreign materials or other defects in products in products/services delivered by Vendor, the County assumes no liability therein.
 - a. All foods and food products delivered and sold under this agreement shall be processed, packaged and delivered in accordance with the regulations of the State of Missouri, USDA and the requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder.
 - b. An authorized representative of the County shall have the right to inspect the premises, facilities and processing methods for producing items covered by this agreement. Said authorized representative may make, or cause to be made, standard tests for any items delivered for the purpose of insuring satisfactory Vendor performance.

Vendor's Initials: _____

2.4 A successful proposal shall include the following items as the Responsibility of the Vendor:

- 2.4.1 All utilities.
- 2.4.2 Vendor is responsible for protecting and providing routine maintenance of county equipment and facilities during the lease period.
- 2.4.3 Concessionaire Services to the public without requiring a cover charge to enter the facility to eat (Special events will be considered with prior approval).
- 2.4.4 Credit Card Services to the public for purchasing of all services and retail items. Surcharges for credit card transactions will not be permitted.
- 2.4.5 Clay County and Army Corps of Engineers must be listed as additional names insured on all insurance policies.
- 2.4.6 A listing of upgrades or additions to the facility that the Vendor is willing to provide at Vendor's expense.

2.5 A successful proposal shall include the following items as the Responsibility of the County:

- 2.5.1 Clay County will complete, in a timely fashion, any structural repairs and/or upgrades to the water based building or dock that are agreed upon by Clay County and the Vendor.
- 2.5.2 Unless otherwise agreed to in writing by Clay County, all Vendor installed appliances and/or improvements must be approved by Clay County, for any reason, of a lease between Clay County and the Vendor. Clay County will pay fair market value for vendor-purchased fixtures and other equipment.
- 2.5.3 Additionally, Clay County will provide electric and water service to existing panels/meters at the shore. A sewer holding tank with pump and sewer services from the holding tank to the discharge point, however, water and sewer lines from the concession building to the shore and/or holding tank will be the responsibility of the Vendor to maintain. They are located beneath the floor of the facility and as such may require divers to service.
- 2.5.4 Clay County will provide general grounds maintenance, including mowing and trimming grass in areas not developed by the Vendor; plow snow and treat walkways in areas not developed by the Vendor.
- 2.5.5 Clay County will provide and maintain the concession building and keep adjacent dock areas in good repair. County to provide normal and customary building maintenance services; however, Vendor shall be responsible for daily cleaning and minor repairs of leased areas.
- 2.5.6 Clay County charges an entrance fee to patrons of its lake area parks. To promote patronage of the restaurant services Clay County will offer as part of any agreement a restaurant entrance pass process. Upon entering the park area, patrons pay for a restaurant pass which is sold at the same price as a Daily Vehicle Pass. The passes are colored differently than the Daily Vehicle passes and are designated as **Restaurant Pass**. Patrons will take the pass to the restaurant and the Vendor will credit the amount towards purchases from the Vendor at the venue. Vendor shall require a minimum purchase at the venue sufficient to cover the cost of the pass as a condition to accepting such pass for reimbursement to customer. Periodically the Vendor will submit the passes to Clay County for a reimbursement check issued to the Vendor. This process allows visitors not utilizing park services to patronize the restaurant at no cost. (Note: Season and Regular Daily Vehicle passes will not be reimbursed. Employees of the Vendor will need to register with the fee collection office in order to get an employee pass to enter the park at no charge.)
- 2.5.7 The County has an agreement for trash service. Due to the location of trash receptacles, the Vendor will be required to pay for the equivalent of 12 cubic yards of trash service, emptied twice a week, for the period the

Vendor's Initials: _____

facility is open; i.e. work begins at the concession building April 1 and ends October 31, Vendor would be responsible for 7 months of twice weekly trash service, at the current rate the County is paying. If additional trash service is needed, the Vendor will reimburse the County at the then current rate. When a new trash service agreement is negotiated, the Vendor will be provided the new rates.

2.5.8 Additional County provided services may be proposed by the Vendor; however, additional services will not be part of any agreement unless agreed to in writing by Clay County.

2.6 Permits, Licenses, Ordinances, Regulations and Taxes:

2.6.1 Vendor must conform to all County, State, and Federal health codes. Vendor shall obtain all permits necessary from the Clay County Health Department to provide the concession services.

2.6.2 The Vendor 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 Vendor of its obligation to comply with the specifications of the agreement documents when they exceed the requirements of applicable laws, ordinances, codes or regulations. The Vendor shall not be compensated for changes in any agreement between the Vendor and Clay County that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the RFP was due, and as defined in the agreement documents.

2.6.3 All taxes, (sales, property, personal property, etc.) must be paid on time, unless under review by the pertinent taxing authority. Taxes noted as delinquent will be considered a "Breach of Agreement" and the Vendor will have the time allotted by the agreement to cure the "Breach".

2.7 Agreement:

2.7.1 The selected vendor will be required to execute a Leasing Agreement with Clay County. Notwithstanding the foregoing, the County shall have the right to terminate the license agreement at any time, with or without cause, upon thirty (30) days written notice.

2.7.2 Pursuant to subsection 1 of section 285.530, RSMo, no Vendor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such Vendor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the vendor and subcontractor affirmatively states that:

- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. shall not henceforth be in such violation and
- c. the Vendor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

2.8 Cost Proposal:

2.8.1 Provide the lease amount which you propose to pay and payment schedule as consideration for the privilege of operating and maintaining the concession services at Smithville Lake-Paradise Pointe Marina stated as a flat monthly fee. Any lease amounts based upon a percentage of gross sales and/or profits should include a minimum lease amount and estimate of anticipated total lease.

2.8.2 The selected Vendor must provide the County with one month's lease to be held by the County as a security deposit.

Vendor's Initials: _____

2.9 Proposal Evaluation:

- 2.9.1 Proposals shall remain valid until the execution of an agreement by the County.
- 2.9.2 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the vendor(s).
- 2.9.3 Proposals shall be examined and evaluated by our Evaluation Committee to determine whether each proposal meets the requirements of this RFP. An agreement will be awarded to a vendor based on the following criteria:
- a. The Vendor's demonstrated capabilities and experiences in operating food concessions.
 - b. Past performance with regard to similar ventures and or experience.
 - c. Quality, appeal and value of products, and services to be provided.
 - d. Financial strength, stability, and business administration.
 - e. Total proposed lease amount.
 - f. Completeness of the proposal.

2.10 Alternatives:

- 2.10.1 Proposals may include alternative matters or items not specified or requested in this RFP.
- 2.10.2 Vendor must include a list of any appliances, structural repairs, improvements, and/or upgrades the Vendor will require in the facility(ies), which is/are the subject of the proposal and which if any of these items the Vendor is willing to pay for at its sole expense.
- 2.10.3 The proposal shall be for the operation of a restaurant however, Clay County currently owns and operates a marina concession for fuel services, bait, tackle and general sundry items next to the concessions dock and building. Any Vendor **may also** provide an addendum proposal to lease the marina concession facilities and provide those services in addition to the restaurant proposal.

2.11 Miscellaneous Requested Information:

- 2.11.1 Other Miscellaneous Requested Information: The Vendor should respond to the information requested in all Sections and all Exhibits.

Vendor's Initials: _____

3. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned Vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located:

[HTTPS://WWW.CLAYCOUNTYMO.GOV/TERMSANDCONDITIONS](https://www.claycountymo.gov/termsandconditions)

All terms and conditions as stated shall be adhered to by Vendor upon acceptance of Agreement. Vendor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor Signature Date

Vendor Name

Vendor's Initials: _____

**EXHIBIT A
Experience and Expertise**

The evaluation of the Vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

A.1 EXPERIENCE:

Experience and references provided by Vendor shall be verified and will be a significant factor in the evaluation. Vendor should provide the information below. Clay County may make such inquiries it deems necessary to determine the ability of each Vendor to provide concession services contemplated by this RFP. Vendors shall promptly furnish all information and data for this purpose as may be subsequently requested by Clay County.

How many years has your company (if any) been in this type of business?

List a minimum of three (3) references providing the same or similar services.

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 2 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 3 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor’s Initials: _____

**EXHIBIT B
Project Approach**

The evaluation of the Vendor’s proposed method of performance/project approach shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding the proposed method of performance/project approach. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the Vendor’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.

B.1 PROJECT APPROACH INFORMATION:

Vendor may attach additional project approach information and mark as A.3 additional Project Approach Information if needed.

Project approach information shall include below items 1 through 7:
Information that the County is interested in exploring with possible operators includes the following;

- 1. What defines you as a chef or restaurateur?

- 2. Define how or what will make this space unique.

- 3. How will you approach the development of your menu?

- 4. Define the customer base as you see it and how that will affect your choices with the restaurant.

- 5. Is the proposed menu approachable, containable and sustainable?

- 6. What is your approach to the bar service?

- 7. In what ways might your establishment contribute to keeping the environment clean and free from potential hazards to the park?

Vendor’s Initials: _____

B.2 PROPOSED PRICING:

Lease Proposal for Water Based Facility:

Vendor should outline the proposed terms and conditions for a lease where the Vendor will become the tenant and lease water based facility. Vendor should include in proposal all pertinent information such as type of food service, menu, improvements, products, services, operations, staffing, theme, and other applicable information. All Vendor shall make lease proposals and list specific base rent or lease payments. If Vendor is proposing more than one option for terms and conditions of lease payments it should provide a separate clearly marked sheet for each option.

\$ _____ annual amount offered to lease property over _____ years.

Vendor's Initials: _____

EXHIBIT C

C.1 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor's organization is currently an elected or appointed official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official
or employee of Clay County or any
Political sub-division thereof: _____

If employee of Clay County or Political
sub-division thereof, provide name of Clay
County entity or political sub-division where
employed: _____

Percentage of ownership interest in Vendor's
organization held by elected or appointed
official or employee of Clay County
or political sub-division thereof: _____%

Vendor's Initials: _____

**ATTACHMENT 1
Sealed RFP Label**

PLEASE ATTACH LABEL TO OUTSIDE OF PROPOSAL PACKAGE

SEALED RESPONSE ENCLOSED

DELIVER TO:

**CLAY COUNTY ~ PURCHASING DEPARTMENT
ATTN: LESLIE DEGROOT
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068**

RFP No.: 29-19 DATE: MAY 16, 2019

PROPOSALS MUST BE RECEIVED BEFORE 2:00 PM CENTRAL TIME

DESCRIPTION: FLOATING MARINA RESTAURANT

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

Vendor's Initials: _____