



PLATTE COUNTY COMMISSION

RON SCHIEBER
PRESIDING COMMISSIONER

DAGMAR WOOD
1ST DISTRICT COMMISSIONER

JOHN ELLIOTT
2ND DISTRICT COMMISSIONER

RESOLUTION: 2019 – RES- 053

Department: Parks and Recreation Prepared by: Daniel Erickson

Resolution Title: Request for Proposals- Sports Complex Concession Stand Services

Description / Background / Rationale:

The Platte County Commission is seeking bids Sports Complex Concession Stand Services at Platte Ridge Park.

Details on the concession stand services may be obtained by contacting Chris Oryshyn, Assistant Director, Parks and Recreation Department at 415 Third Street, Platte City, MO, 64079 or 816.858.3337. A pre-bid meeting will be held at Platte Ridge Park (17130 MO HWY 371, Platte City, MO 64079) on November 26th at 10:00 a.m.

Sealed bids, SO MARKED "Concession Stand Services must be received at the Office of the County Clerk, 415 Third Street, Platte City, MO 64079, no later than **2:00 pm on Monday, December 2nd, 2019**, following which they will be publicly opened and read in the County Clerk Office.

**APPROVED BY THE COUNTY COMMISSION OF PLATTE COUNTY, MISSOURI, ON
THIS 18th DAY OF September, 2019.**

ATTEST:


Nancy Armstrong
County Clerk




Ron Schieber
Presiding Commissioner


Dagmar Wood
1st District Commissioner


John Elliott
2nd District Commissioner

ATTEST A TRUE COPY
NANCY ARMSTRONG
CLERK OF PLATTE COUNTY COMMISSION



Platte County, Missouri
General Specification for Sports Complex Concession Stand Services

located on Platte County Parks & Recreation Department Property

Part 1. Request for Proposals

Part 2. Scope of Services

Part 3. Schedule

Part 4. Proposal Form

Part 5. Sample Agreement



**Platte County
Parks and Recreation Department**

**Part 1 - Request for Proposals
Sports Complex Concession Stand Operations**

The Platte County Commission is seeking proposals for sports complex concession stand services located at the Platte Ridge Park baseball complex and soccer complex. The selected operator will be responsible for the service operations of the two concession/restroom facilities located at the park. Operations will consist of providing food and beverage services, and the cleaning of concession, restrooms and eating areas at each location. Qualified operators submitting proposals are required to provide past experience and references.

Further proposal requirement specifications may be obtained by contacting Chris Oryshyn, Platte County Parks and Recreation Department at 415 Third Street, Platte City, MO, 64079 or 816.858.3419.

SEALED PROPOSALS, so marked, shall be addressed to the office of the County Clerk, Platte County Administration Building, 415 Third Street, Platte City, MO 64079. SEALED BIDS must be prominently marked on the outside of sealed envelope: "Concession stand operations". Bids will be received no later than Monday, December 2, 2019 at 2:00 PM after which they will be publicly opened and read.

The County Commission reserves the right to reject any and all proposals.

Done this 18th Day of November, 2019, at Platte City, Missouri.





Ron Schieber, Presiding Commissioner


PLATTE COUNTY CLERK
11/18/2019

Part 2 – Scope of Services
Sports Complex Concession Stand Operations

1.1 SCOPE OF SERVICES

- A. The selected operator will be responsible for the service operations of the two concession/restroom facilities located at the baseball and soccer complexes located in Platte Ridge Park. Operations will include providing food and beverage services to all activities taking place at the baseball and soccer complexes including league play for baseball, softball, and soccer regular seasons and tournaments. Special tournaments and other events will be scheduled for these facilities throughout the year.

The County shall reserve the rights to offer concession services, either directly or through sub-agreements, at other locations during the year at Platte Ridge Park, including any new facilities that may be constructed by the County outside of the existing baseball and soccer complexes.

- B. The concession stand operator will also be responsible for the ordering and supplying of all necessary food and beverage products. The operator will provide all the necessary concession stand equipment required for the storage, preparation and serving of food and beverages. The operator will also comply with Platte County Health Department requirements for food services. The operator will clean and restock restroom supplies and remove trash from inside the building to a designated location. County will provide restroom cleaning supplies, toilet paper, soap and other restroom supplies.

1.2 DEFINITIONS

- A. **Concession/Restroom Building:** There are two concession/restroom buildings located on the property. One is located at the baseball complex and the second one is located at the soccer complex.
- B. **Concession Stand Equipment & Supplies:** This is the equipment and supplies that the operator will provide for the storage, preparation and serving of food and beverages for both concession/restroom buildings. This equipment may include, but is not limited to, cooking appliances (oven, stove, microwave), refrigerator, coolers, eating utensils, serving plates and napkins.
- C. **Concession Operations Agreement:** An official agreement between the selected operator and the County for the operation of the two concession/restroom buildings located in Platte Ridge Park.

1.3 SUBMITTALS

- A. **Contents of Proposal:** Proposals will include all of the requested information on the Proposal Form and supportive documentation as requested herein. The County will evaluate all proposals and award a concession operations agreement on the basis of the best proposal to benefit the County. The County reserves the right to refuse any and all proposals.

1.4 QUALITY ASSURANCE

- A. Authority: It is understood and agreed by and between the parties of the concession operations agreement that all concession services will be done to the satisfaction of the County. Representatives of the County shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, and records pertaining to the concession operations agreement.
- B. Site Supervision: The concession operator, or their authorized representative, shall be continually present in person at the site while work is in progress. The site shall be left in a secure manner as to limit unauthorized access to the concession/restroom building when it is not in use. The concession operator may drive their personal vehicle to the concession stands to stock product, but must park their vehicle in the designated parking lot for each sports complex during events.
- C. Site Protection: The concession operator is required to coordinate with the County daily security procedures to ensure that the building alarm systems are activated and that all doors and shutters are properly locked. The operator shall not damage any property on the site. The operator shall repair or replace, at their own expense and in a manner satisfactory to the County, any damage thereto caused by their operations. The operator shall immediately report any damage done by park users during events.

1.5 EXAMINATION

- A. By submission of a Proposal the proposal submitter represents that they have carefully examined the sites of the concession operation services, are fully acquainted with the existing conditions relating to the concession operation services, that they are fully informed concerning the requirements of the concession operation services, and physical conditions present at the site, and of all legal requirements governing execution of the concession operation services. The concession operator will not be relieved of any obligation under the Sports Complex Concessions Stand Operators agreement due to their failure to receive or examine any form or legal instrument or to visit the site and inspect the existing conditions of the concession/restroom buildings or if the concession operator subsequently finds that conditions require methods or equipment other than those anticipated in submitting the proposal. Proposal submitters shall contact Chris Oryshyn, (816-858-3337), Platte County Parks and Recreation to schedule a site visit. Proposal submitters are encouraged to attend the pre-bid meeting which is scheduled for November 26, 2019. The pre-bid meeting will be held at Platte Ridge Park at 10:00 a.m. at the maintenance office.

1.6 SPORTS COMPLEX CONCESSION STAND OPERATIONS, GENERAL

- A. General: Sports complex concession stand operations within limitations of governing regulations and as follows:
 - 1. Operate and manage the concession stands, in a clean, courteous and first-class manner, at Platte Ridge Park sports complexes. The Concession operator shall present themselves in a professional manner as stated in the Platte County Personnel and Procedures Handbook, *"Dress, grooming, and personal cleanliness standards contribute to the morale of all employees. The actions of the employees and their attire are a*

reflection of County government and, as such, employees are expected to dress in an appropriate and professional manner consistent with their position.”

2. Comply with regulations and requirements of Platte County, Missouri.
3. Obtain insurance for the sites including product liability, comprehensive general liability to include concession premises/operations, products/completed operations, and blanket contractual and personal injury. Bodily injury and property must have combined single limit of \$1,000,000/\$2,000,000 aggregate.
4. Concession operator will provide workers compensation insurance. Platte County shall be named as an additional insured on policy.
5. Provide a copy of menu selections and prices to Platte County for the County’s review prior to the operation of the concessions.
6. Obtain and provide copies of all required licenses and permits to the Platte County Parks and Recreation Department. This includes copies of all employees’ food handler cards. These documents must be obtained by the concession stand operator in the business’ name.
7. Provide the County with a monthly report detailing the gross sales from each concession stand.
8. Keep and provide to the County accurate records of gross receipts per concession stand and an annual statement of items and quantities sold.
9. Concession stands shall be open for business 30 minutes prior to game start times and shall remain open 15 minutes after the last game is completed.
10. Promptly report damaged or building maintenance needs directly to the Platte County Parks and Recreation Department.
11. The concession stand operator is responsible for providing and maintaining all equipment that is necessary for the proper storage, preparation and serving of food and beverages.
12. The concession stand operator is responsible for ordering, stocking and purchasing all food and beverage inventories.
13. Report any inspection issues to the County.
14. Inspect and clean restrooms at both the baseball and soccer complexes and advise the County when low on cleaning supplies and bathroom products. **During games the concession stand operator will be responsible for restocking toilet paper in the restroom buildings as needed.**
15. Greet the public in a courteous and friendly manner at all times.
16. Keep areas surrounding concession stands trash free and clean.
17. The concession stand operator is responsible for sales taxes.
18. The concessions operation agreement will include the 2020 and 2021 spring/summer/fall seasons. By mutual written agreement of the parties the agreement may be extended for

three additional one-year terms. Each mutual option will cover one year (spring, summer, and fall seasons).

19. The concession operator and its employees are at all times acting as an independent contractor.
20. Platte County will receive a percentage of gross revenue as outlined in the awarded concession operations agreement.
21. Platte County will be responsible for electric and water utility costs at both concession/restroom buildings.

B. COUNTY'S PROJECTED MINIMUM USE OF SPORTS COMPLEXES FOR 2020

In order to assist proposal submitters to estimate concession stand operation costs and revenue, the following is an estimated minimum use of both the baseball and soccer complexes for the 2020 year. The concession operator will be provided a detailed schedule for the baseball and soccer complexes as they become available. All schedules will be subject to change and additional events are likely to be added throughout the year.

Baseball Complex:

Platte City Baseball/Softball League: April-June 2020

League practice begins in April.

Regular games are played Monday through Thursday.

A league tournament may be schedule on the last weekend of the season.

Weekend Tournaments

Tournaments begin in late March and conclude in July. There will be 1-2 tournaments in the fall.

Soccer Complex:

Platte City Spring Youth Soccer League: 4 April weekends and 4 October weekends

Special Events- TBD

Events held adjacent to the Baseball/Soccer Complex that may use the concession/restroom building include cross country running, bicycle events, and other miscellaneous programs.

1.7 SITE RESTRICTIONS

- A. The concession operator shall confine their work to the premises. The concession operator will not enter upon or place materials on any other premises except by written consent of the owners or occupants, and they shall save the County harmless from all suits and actions of every kind and description that might result from their use of private property.
- B. Concession operator and his/her employees shall not park their automobiles or service vehicles inside the sports complex fences or upon sidewalks or entrance areas.

1.11 EVALUATION CRITERIA

- A. The County will evaluate all proposals and award a concession operations agreement on the basis of best benefit to the County. The County reserves the right to reject any and all proposals and to waive any irregularities and formalities in the best interest of the County.

Part 3 - Schedule
Sports Complex Concession Stand Operations

| | |
|-------------------|--|
| November 18, 2019 | Request for Bids Authorized |
| November 19, 2019 | Request for Bids Advertised |
| November 26, 2019 | Pre-Bid Meeting at Platte Ridge Park at 10:00 AM |
| December 2, 2019 | Bids Due at 2:00 PM at Office of County Clerk |
| December 16, 2019 | Bid Award/Contract Approval/Notice to Proceed |
| March, 2020 | Spring sports begin at Platte Ridge Park |

Part 4 - Proposal Form
Sports Complex Concession Stand Operations

Platte Ridge Park Baseball and Soccer Complexes

Percentage of Concession Stands

Gross Revenue

All proposals must show a percentage (%)
of gross revenue that the concession
operator will give to the County _____ %

NOTE: Proposals do not require a dollar figure for the Guaranteed Base Fee. All proposals must include a percentage figure (%) for the Percentage of Concession Stands Gross Revenue. The County Commission reserves the right to reject any and all proposals, waive any informalities or irregularities, and to accept the proposal that is deemed most advantageous to the County in the sole discretion of the County.

Firm/Company Name: _____

Address: _____

Telephone: _____

By signature below, we hereby respectfully submit our proposal to complete the proposed work and to comply with all stated specifications, requirements, and applicable laws herein:

Signature of Authorized Representative

Printed Name

Date



**Platte County, Missouri
Agreement for Sports Complex Concession Stand Operations**

This Agreement is made this _____ day of _____, _____, by and between PLATTE COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "CONCESSION OPERATOR".

WITNESSETH THAT:

WHEREAS the COUNTY wishes to retain the services of CONCESSION OPERATOR to perform _____ services, and

WHEREAS, CONCESSION OPERATOR wishes to provide such services to COUNTY as described in the referenced documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows.

1. **SCOPE OF WORK.** The Platte Ridge Park CONCESSION OPERATOR shall perform all work required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, proper health department permits, and all transportation services required to perform and complete in a workmanlike manner all the work required in connection with providing and performing the specified services/equipment in strict compliance with the Platte Ridge Park

CONCESSION OPERATOR'S bid/proposal and the other documents herein mentioned which are a part of this Agreement, and the Platte Ridge Park CONCESSION OPERATOR shall do everything required by this Agreement and the other documents constituted in part hereof.

2. **WORK AUTHORIZATION.** The Contractor shall comply with all Federal, State and local laws, ordinances and regulations applicable to the services. It shall secure all licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement. For purposes of complying with RSMo. Sec. 285.530, Contractor shall provide (1) a sworn affidavit that Contractor participates in E-Verify or other federal work authorization program as defined in RSMo. Sec. 285.525(6) with respect to employees that will be working in connection with the contracted services and that Contractor will not knowingly employ any person who is an unauthorized alien in connection with the contracted services, and (2) documentation to establish that Contractor participates in E-Verify or other federal work authorization work program as defined in RSMo. Sec. 285.525(6).

3. **EXISTING CONDITIONS.** CONCESSION OPERATOR represents that it has examined and is familiar with the existing conditions of the facilities and equipment related to the performance of services and providing equipment. CONCESSION OPERATOR also represents that it has been fully informed of the contract requirements and work necessary to complete the services. CONCESSION OPERATOR shall not be relieved of any obligation under contract or entitled to additional compensation due to its failure to receive or examine any form or legal instrument or to visit the facilities and inspect the conditions existing at the facilities and the quantity and condition of the equipment to be serviced or if the CONCESSION OPERATOR

subsequently finds that conditions require methods or equipment other than those anticipated in submitting the proposal.

4. **COMPENSATION.** CONCESSION OPERATOR shall pay to COUNTY for the performance of this Agreement, subject to any additions or deductions provided herein, the percentage of concession stands gross revenue of _____% and a guaranteed base fee (optional) in the sum of \$_____. Payments are to be made to the County on the last day of each month during the months that the sports complexes are in active use.

5. **WORK SAFETY.** CONTRACTOR shall perform all concession stand operations in a manner that will prevent injury to people and damage to adjacent equipment and facilities. Damage or interference with equipment or facilities shall be immediately corrected.

6. **TIME OF COMPLETION.** The services to be performed under this Agreement shall be diligently prosecuted and substantially completed during the 2013 season. This Agreement may be extended for a period of one year for the same percentage of concession stands gross revenue and the guaranteed base fee (optional) by mutual written agreement of the parties.

7. **PROFESSIONALISM.** The services shall be operated and managed in a clean, courteous and first-class manner. The personnel employed by the concession operator shall present themselves in a professional manner as stated in the Platte County Personnel and Procedures Handbook

8. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim or, if not attached, as if hereto attached:

- a. This instrument
- b. PLATTE COUNTY Request for Proposals/Bid Document
- c. Responders Proposal Form
- d. PLATTE COUNTY Personnel Policy and Procedures

In the event that any provision in any of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision and the component part first enumerated above shall govern over any other component part which follows it alphabetically, except as may be otherwise specifically stated.

9. **TERMINATION.** COUNTY may terminate this agreement at any time by giving CONCESSION OPERATOR seven (7) days written notice of such termination. CONCESSION OPERATOR shall return keys to the county and remove all equipment from the two concession stand locations within seven (7) days of termination.

10. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended by written instrument, signed by both parties.

This Agreement is entered into as of the date above-written.

CONTRACTOR:

BY: _____

PLATTE COUNTY, MISSOURI

BY: _____
RON SCHIEBER, PRESIDING COMMISSIONER

Pursuant to Sections 50.660 and 55.160 RSMo., I certify that there is an unencumbered balance or anticipated revenue to be placed to the credit of the appropriation to which the foregoing expenditure is to be charged, and an unencumbered cash balance or anticipated revenue in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

KEVIN ROBINSON, COUNTY AUDITOR

ATTEST:

NANCY ARMSTRONG, COUNTY CLERK

Approved as to form:

ROBERT H. SHAW, COUNTY COUNSELOR