

**CATERING/VENDOR CONTRACT
FOR
ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION**

INSTRUCTIONS TO VENDORS:

1. Purpose

St. Louis County is preparing an “approved list” of vendors to effectively and efficiently provide food and beverage services to our corporate picnic and special event clients at Affton White-Rodgers Community Center, Queeny Park including the Greensfelder Recreation Complex, Creve Coeur Park and other St. Louis County Park venues for the 2008 season.

2. Profile

A. Locations consist of:

1. Queeny Corporate Picnic Site
&
Greensfelder Recreation Complex
550 Weidman Rd.
St. Louis, MO 63011
2. Creve Coeur Corporate Picnic Sites 1 & 2
2349 Creve Coeur Mill Rd.
St. Louis, MO 63146
3. Affton White-Rodgers Community Center
9801 Mackenzie Road
St. Louis, MO 63123
4. Other St. Louis County Park Venues as determined by St. Louis County Parks.

3. Establishment of Preferred List

County reserves the right to determine vendors on the preferred list. County reserves the right to reject vendors where quality of service and reputation are concerned.

ADMINISTRATIVE REQUIREMENTS

1. General Information

A. Requests to be placed on “approved catering list” must be submitted on enclosed form. Three (3) copies are to be sent to:

Diane White
St. Louis County Parks
St. Louis Carousel – Faust Park
15189 Olive Blvd.
Chesterfield, MO 63017

B. All forms and certificates of insurance must be received prior to approval.

GENERAL CONDITIONS

To be considered for list, each vendor must meet the following conditions.

1. Use of Premise

- A. **VENDOR** will guarantee and assume full and exclusive responsibility for all damages to property, fixtures, and equipment belonging to or used by the **VENDOR** at or in the vicinity of the facility if caused by its respective members, opponents, guests, or spectators during the periods covered by the agreement.
- B. **VENDOR** will comply with rules and regulations established and posted by **COUNTY** from time-to-time at the site for which **COUNTY** furnishes a copy to the **VENDOR**.
- C. **VENDOR** will be responsible for placing all trash, garbage, and debris generated by the **VENDOR** in trash container(s) provided by the **COUNTY**.

2. Insurance and Harmless Condition

The Agreement shall require that the **VENDOR** covenants and agrees to release the **COUNTY**, elected officials, appointed officials, all employees and volunteers from any and all liabilities of any kind or nature in which the right, cause of action, or claim of any kind or nature whatsoever may hereafter accrue to the **VENDOR**, its employees or agents, by virtue of the Agreement between the **VENDOR** and the **COUNTY**. **VENDOR** further covenants and agrees to hold the **COUNTY**, elected officials, appointed officials, all employees, and volunteers harmless from any and all claims, rights, or causes of actions or damages of every kind and nature whatsoever which may arise as a result of the Agreement between the **COUNTY** and the **VENDOR**. **VENDOR** further agrees to furnish an original Certificate of Insurance to the **COUNTY** in the sum of Two Million Dollars (\$2,000,000.00) per Occurrence with certificate designating the **COUNTY** as "additional insured". Refer to attachment "A".

3. Licenses and Permits

The **VENDOR** shall obtain and maintain all applicable permits and certificates required by County and State laws and shall comply with all laws.

4. Payments and Commission Percentage

- A. **VENDOR** will provide the **COUNTY** with a guaranteed base payment of **fifteen percent (15%)** of the gross receipts relative to any food and beverage service provided at a corporate picnic. Gross receipts shall be construed to be all monies received from sale of food, beverage, or service, less any refunds and applicable sales tax.
- B. **VENDOR** will provide the **COUNTY** with a list of available menu items and charges relative to food and beverage service if requested by County.
- C. **VENDOR** will provide the **COUNTY** with a copy of the proposed food service agreement between the **VENDOR** and the contracting corporation. This agreement shall be provided to the **COUNTY** **no later than five (5) days prior to the scheduled food/beverage service**.
- D. **VENDOR** will provide the **COUNTY** with a copy of the final billing statement along with payment of fifteen (15) percent within thirty (30) days of completion of service.

**ST. LOUIS COUNTY PARKS AND RECREATION
APPROVED VENDOR LIST FORM**

The undersigned having examined and being familiar with the conditions affecting the service desired to be performed as outlines in the specifications relating to food service operation at the Queeny Park Corporate Picnic Site, Greensfelder Recreation Complex, Creve Coeur Corporate Picnic Site 1 & 2, Affton-White Rodgers Community Center and other venues to be determined by St. Louis County Parks hereby proposes and agrees to perform everything required and to provide and furnish any and all labor, materials, tools, supplies, and expendable equipment necessary to provide food and beverage services in a safe, healthy, sanitary, and efficient manner, in strict accordance with the aforementioned contract documents for the commission percentage of **fifteen (15) percent of the gross from food and beverage sales and services** due to the **COUNTY**.

(Name of Individual, Partnership or Corporation)

(Address for Communications)

(Telephone Number)

(FAX Number)

(Name of Contact Person for Vendor)

Signature of Individual (or)
Signature of Partnership (or)
Signature of Corporate Officer

(Date)

[CORPORATE SEAL HERE]

**ST. LOUIS COUNTY PARKS AND RECREATION
STATEMENT OF VENDOR'S QUALIFICATIONS**

(To be submitted by the Bidder with Vendor's Form.)

Answer all questions. The Bidder may submit any additional information desired.

1. Company Name_____

Phone Number_____

2. Permanent Main Office Address_____

3. When Organized_____

4. If a Corporation, where incorporated_____

5. Number of years in business_____. If not under present firm name, list previous firm names.

6. The following are client references in the last three (3) years:

Name	Company	Address	Phone
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**ATTACHMENT A
INSURANCE REQUIREMENTS
ST. LOUIS COUNTY, MISSOURI**

The **SUCCESSFUL BIDDER** agrees to carry the following insurance coverage during the period of this contract, and will provide St. Louis County Government, Purchasing Division, with Certificates of Insurance on all required coverage prior to commencement of the work under this contract. **FAILURE TO PROVIDE PROPER INSURANCE CERTIFICATE MEETING THE FOLLOWING REQUIREMENTS WILL DELAY AWARD.**

- 1) **WORKER'S COMPENSATION** - As required by the law of the State of Missouri, including Employer's Liability.
- 2) **COMPREHENSIVE GENERAL LIABILITY** - Limits of not less than \$2,000,000 per occurrence for bodily injury and property damage that may occur as result of operations under this contract. Coverage shall include Products/Completed Operations.

ST. LOUIS COUNTY SHALL BE NAMED AS ADDITIONAL INSURED UNDER THE VENDOR GENERAL LIABILITY COVERAGE.

- 3) **AUTOMOBILE, BODILY INJURY AND PROPERTY DAMAGE LIABILITY** - Limits of not less than \$2,000,000 CSL per occurrence bodily injury and property damage is required. Non-ownership hired cars are to be included in the contract.
- 4) The successful bidder, by accepting this contract, agrees to save and hold harmless St. Louis County Government, its elected and appointed officials and all employees.
- 5) All Certificates of Insurance are required to indicate a thirty (30) day advance written notice of cancellation or non-renewal. Such notice to be sent to the Director of Purchasing for St. Louis County.
- 6) **ST. LOUIS COUNTY SHALL BE NAMED AS ADDITIONAL INSURED UNDER THE VENDOR'S GENERAL LIABILITY COVERAGE.** All other Certificates of Insurance are required to indicate St. Louis County, Missouri as the Certificate Holder.