



CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER

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SUPPLY COMMISSIONER

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September 2, 2011

TO: All Potential Bidders
FROM:  Sharon E. Coleman, Buyer
RE: Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid meeting is scheduled for Tuesday, September 20, 2011 for all companies interested in bidding on the attached RFQ.

COMMISSARY SERVICES CONTRACT (Division of Corrections)

The meeting details are as follows:

St. Louis City Justice Center
200 South Tucker Blvd
St. Louis, MO 63102
10:00 AM

Companies not attending the Pre-Bid meeting will not be able to bid. Please complete the section below and **return to me by fax by September 15, 2011.** My fax number is 314-622-4141. If you have any questions, please call me at 314-622-4596. Thank you.

WILL ATTEND _____ WILL NOT ATTEND _____

of Attendees _____

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

NAME

SIGNATURE

DATE

BID PROPOSAL FOR COMMISSARY SERVICES (DIV. OF CORRECTIONS)
DURATION: JANUARY 15, 2012 – JANUARY 14, 2016

I. SCOPE

The City of St. Louis invites bids to operate a commissary system for the inmate population housed in the Division of Corrections facilities at 7600 Hall Street, St. Louis, MO 63147 and St. Louis Justice Center at 200 South Tucker Blvd., St. Louis, MO 63103. The City is seeking an experienced Vendor to provide the designated services at reasonable and affordable prices.

II. PHILOSOPHY

It is St. Louis City Division of Corrections' primary objective to offer to the inmate population high quality, fairly priced consumer products, approved and controlled by the Dept. of Corrections. For the exclusive right to provide the designated services, the Vendor will pay to the City of St. Louis, Division of Corrections, a commission in the amount outlined in the proposal.

III. SECTION – Scope of Work

- A. The successful bidder must provide a bar-code badge and/or bracelet production technology which has video capabilities.
- B. Provide a computerized Inmate Trust Fund Accounting System, complete with all necessary hardware (computers, printers and networking, software installation, training and support); provide the wiring and labor necessary to connect various points of service throughout the various facilities.
- C. The Vendor's Systems must adhere to generally accepted accounting principles and be compatible with auditing principles used by the City of St. Louis.
- D. The Trust Accounting System must be approved by the Division of Corrections Business Office and the Comptroller's Office and must have the capacity to pay inmates upon release by secure debit card (Visa or MasterCard) which will be performed as a Business Office function.
 - 1) Provide a complete audit trail on all transactions.
 - 2) Provide a detailed weekly invoice for products sold to inmates.
 - 3) Provide three (3) Personal Computers and necessary printers as needed for both receipts and check writing. one (1) in Processing Unit at the New Justice Center, one (1) in the Processing Unit at MSI, and one (1) in Business Office at MSI, also necessary printers as needed for both receipts and check writing.
 - 4) Provide all necessary identification bracelets and equipment to operate the Bar-Code Identification System.
- E. Provide/manage an inmate accounting system that permits secure deposit service to inmate account via: walk-up; web; phone; lobby kiosk.
 - 1) Each method must be available 24/7/365
 - 2) Each method must be available in Spanish/English
 - 3) Funds deposited must be available in real time

- 4) Depositor must have the option of credit card, debit card, cash and cash transfers. (Direct cash deposit would be available in Kiosk deposits only)
 - 5) Vendor will guarantee all funds
- F. Vendor will provide personnel to process and hold safe all personal property and monies of new inmate transfers to St. Louis City Department of Corrections. The procedure used to receive, hold and release all monies and valuable property will be devised, reviewed, audited and revised, as required, by mutual agreement between the Division of Corrections and the Vendor. The responsibility of securing all inmate monies and valuable property remains that of the Vendor until inmate is transferred to another institution or released.

IV. PROCEDURE

- A. The Vendor is to positively identify inmates (by use of bar-coded wrist bands issued to the inmate upon entering the facility) prior to issuing commissary items.
- B. The Vendor's employees will be required to submit written reports detailing inappropriate inmate behavior.
- C. Vendor must provide the facility with a background check including a police record check prior to any employee entering and Division facilities. All workers are subject to a search while in Division facilities, and all equipment used to provide services may also be searched at any time.
- D. Commissary workers shall not present any item other than commissary items that were ordered and paid for. Neither shall they pass any item from one inmate to another or take anything out of the facilities for a inmate.
- E. Commissary workers shall confine their activities to those areas designated to perform described services.
- F. The vendor shall utilize a numbered credit memo system. If items cannot be successfully issued to a inmate after two attempts or the order as delivered fails to include an item or items, the Vendor will generate a credit form.
 - 1) The vendor shall submit an invoice at the end of each business day for the total amount of sales (corrected of credits). This amount will balance with the Department's account clerk's total. A check will be issued for the agreed upon amount once per month.
 - 2) Policies and Procedures of the Department must be observed at all times. A copy of the Division Policy Manual will be made available to the Vendor.
 - 3) Postage Stamps and Pre-stamped envelopes will be sold at face value with no markup.
 - 4) Inmates on Disciplinary Segregation status or on Commissary Restriction will only be allowed to order and receive basic writing and hygiene items.

V. MERCHANDISE

- A. The vendor shall make available for purchase by all male and female inmates items including, but not limited to, hygiene products, writing materials, games, candies, and limited clothing items. No items will be added, deleted or changed without the approval of the Correctional Superintendent or his/her designee.

- B. The Vendor shall maintain and/or supply a sufficient stock of printed two-part Order Forms and numbered Credit Memos at all times.
- C. The Vendor shall list all prices on the Order Form.
- D. The Vendor must be able to set up all systems and be operational within sixty (60) days of notification and receipt of contract document, whichever comes first.
- E. The Vendor shall abide by the orders of Division Security Staff including, but not limited to, the adherence to all Division Policies and Procedures.

The Vendor shall not increase any prices without written authorization from the Office of the Supply Commissioner or designee. Authorized price increases are effective on the first order day after the increase has been approved. All price increase requests must be submitted to the Office of the Supply Commissioner or designee with supporting invoices or documentation for review and approval.

The Vendor shall provide basic toiletries, writing materials, etc., to indigent population at a nominal fee to be charged to the Inmate Improvement Fund. The Vendor will be provided a list of indigent inmates and what basic items are to be included.

VI. CAPABILITIES OF VENDOR'S COMPUTER SYSTEM

All computer systems used by Vendors, including the bar-code Identification System must be capable of interfacing with the Integrated Jail Management System (IJMS).

Remote Data Collection RAP Requirements

The Vendor will provide a remote data collection bar-code Technology System that will be used in verifying inmate identification during delivery. The data collection device will off-load inmate ID's cross reference with order ID's for undelivered orders from the IJMS and then after delivery, upload to the IJMS the inmate ID/Order ID. Cross-reference for orders which have been delivered. The data collection device will be equipped with bar-code technology sufficient to scan the inmate ID bar-codes created by the badge and/or bracelet production technology described in the preceding paragraph.

Commissary System Interface

- » The use of ASCII flat files stored on a shared disk drive that both systems have access to over to a local network will provide the medium for exchanging data between the systems.
- » The Guardian Financial System will provide an ASCII flat file to the Commissary System on a daily basis that contains the inmate's current account balance. This file will also be used by the Commissary system to recognize when new inmates have been admitted to the institution and to create a new inmate table entry using the Reference Number, Admitted, and field Name fields. The account balance fields will be used by the Commissary System to maintain the inmate's current account balance within the Guardian Financial System. The format of the Inmate Balance ASCII flat file is as follows.

Inmate Balance

Field Name	Start Pos	Stop Pos	Definition
Balance Date	1	8	MMDDYYY
Reference No.	19	18	A(10)
Last Name	19	36	A(18)
First Name	37	48	A(12)
Middle Name	49	60	A(12)
Admitted	61	68	MMDDYYYY
Account Balance	69	78	M(8).N(2)
Credit Ind	79	79	A(1"- " if negative balance, else positive balance)

- » The Commissary System will provide an ASCII flat file to the Guardian Financial System on a daily basis which contains the inmates' commissary purchase and return transactions. This file will be used by the Guardian Financial System to create accounts for items that were ordered (purchased) from the commissary or returned to the commissary for credit.

- » The Guardian Financial System can be set up to provide the flexibility of tracking each individual item that a inmate purchased/returned by accepting debit and credit transactions for each inmate purchase/return from the Commissary System, or the Commissary System can group all a inmate's purchases and returns for a single day and send single commissary debit and credit transaction records to the Guardian Financial System for each inmate. The item code on the Commissary Transaction records will be used to indicate if the transactions are for individual items or grouped items. If the item code is blank, then the Guardian Financial System will consider this an indicator the commissary item purchased or returns are being grouped together. For grouped default commissary purchase the return Item Code will be used. The System needs to have this same flexibility designed in such a fashion the systems are interfacing properly. If the option to track transactions for individual items is selected by St. Louis City Corrections, the item Code values (along with the item descriptions) will need to be Guardian Financial System will rely upon the Item Unit Price and Quantity information sent from the Commissary System for determining the amount to be debited or credited against the inmate's account for each commissary transaction. The format of the Commissary Transactions ASCII flat files is as follows:

Inmate Balance (Daily File Form Financial System to the Commissary System)

Field Name	Start Pos	Stop Pos	Definition
Reference No.	1	8	A(10)
Transaction Type	11	11	A(1) D=Debit C=Credit
Item Code	12	19	A(8)
Item Unit Price	20	27	N(6).N(2)
Quantity	28	31	N(4)
Transaction Date	?	?	MMDDYYYY
Transaction Time	?	?	HHMMSS

The wristband production system provided by the Vendor must be configured and equipped so that it can access a Novel file server for retrieval of data and an image. The data file will contain the name and reference number of the institutional inmates as well as the name of the file containing a color image of the inmate.

The data will be in ASCII flat file as follows:

Field Name	Start Pos	Stop Pos	Definition
Reference No.	1	10	A(10)
Last Name	11	28	A(18)
First Name	29	40	A(12)
Image File Name	41	48	A(8)

The image will be in PCX format with a resolution of 640x480 and 256 colors. It will be stored in a file with a file name that refers to the Image File Name in the ASCII flat file described above.

The wristband system must use the data and image in production of the wristband. The wristband must display the inmates reference number, last name, and first name in alphanumeric literal, the reference number must also be encoded in bar code format, and the image must appear as a color photo of the inmate.

Evaluation of the wristband system will consider factor such as:

- (1) Ease of retrieving the data and images from the Novel File server
- (2) Simplicity of producing the band
- (3) Time required to produce a band
- (4) Cost of consumables
- (5) Durability of the bands and the characters, images and bar codes they display
- (6) Legibility of the characters displayed
- (7) Clarity of the color image displayed
- (8) Ease of scanning the bar code
- (9) Ease of attaching the band to the inmate
- (10) Comfort of the band to the inmate
- (11) Resistance to the undetected removal of the band by inmates
- (12) Provision for removal and reattachment of the band
- (13) Resistance to stretching or tearing of the band
- (14) Resistance to failure of the band fasteners

The Vendor must provide adequate information to evaluate performance in each of these fourteen (14) areas.

All equipment, program material and site ownership rights for wristband system shall become the property of the City of St. Louis ninety (90) days after commencement of the Contract.

- » Vendor will prepare a monthly statement which details by institution and summary of both:
 1. Sales of profit items
 2. Sales on non-profit (indigent) items
 3. Applicable sales tax
 4. Gross Sales
 5. Commission due

VII. STAFF

The Division of Corrections Services will be involved in the final selection process of the Vendor's personnel. Vendor shall remove any personnel at the request of the Commissioner or designee. Involvement would include a limited criminal background check, and may also include an in-person or telephone interview. Contract personnel working in the facility will:

- (1) Sign a "Confidentiality of Information" statement
- (2) Attend mandatory training classes provided by the Department
- (3) Be subject to criminal background check

Criminal record checks on all Vendor applicants/employees who will enter the facilities will be conducted periodically by the City. Those employees found to have outstanding felony/misdemeanor warrants will be denied access to the facilities and will be subject to arrest. Those with a recent history of arrest may not be considered for employment or admission. **Vendor will furnish the following information on all employees/applicants:** Last and First Name, Middle Initial, Race, Sex and Date of Birth, Social Security Number, Citizenship or Green Card. This information will be provided prior to hiring.

The Vendor will provide laminated picture ID cards and clips for all Vendor employees. These will be maintained at the facilities to be issued only when a valid driver's license or state ID card is surrendered. **Identification (ID) cards will be worn in plain view on the left shirt pocket at all times when entering, working inside and leaving the facility.** Access will be denied without proper ID. Employees not displaying proper ID will be instructed to exit the premises. All ID cards must be signed by a representative of the Vendor and Correctional Superintendent. The Vendor shall provide all necessary employees with tastefully tailored uniforms which conform to the Division's Dress Code.

The Vendor will provide trained commissary clerks to deliver commissary items to the inmate population, adequate staff to review the accuracy of the actual orders the morning of each delivery day, staff to provide services in a timely manner and maintain efficient commissary operations, and trained relief staff to accommodate vacation and sick time coverage.

The Vendor must provide a pre-assignment medical examination of all employees designated to work in Division Facilities. The results of medical examinations will be maintained by the Vendor, but will be made available for Division review prior to any employee working in Division Facilities. Included will be Tuberculosis or chest x-ray and contagious disease status.

VIII. PRODUCTION PRICING

Gross receipts shall be construed to be all monies received from sale of merchandise, product or service, less any refunds, allowances or adjustments for return, defective or unsatisfactory merchandise, product or service and applicable sales tax.

Profit Margin:

Vendor's margin of profit shall not exceed seventeen percent (17%) of price charged to inmates.

Price Increases:

Division officials will be notified of any price increases in advance. The Division will have the option of dropping any item offered by the Vendor should it be determined the item is unreasonably priced. Vendor shall be given a ten (10) day written notice advising said item is to be removed from the commissary list.

As a part of the bid process, please consider the attached items and the hardware and software packages.

Intake:

In lieu of the present "Money Transfer Voucher" which travels with the inmate and in turn is used to credit inmates for monies taken at time of admission, information such as each inmate's name, number, amount and date of classification will be transferred electronically to the institution by Intake Service Center (i.e., Justice Center, Medium Security Institution).

Following approximately twenty-four (24) hours of activity, all inmate monies taken in Intake along with a computer generated transmittal detailing each inmate name, account number, amount, institution transferred to, date of transfer, and total amount of all monies transferred is to be included with money prior to deposit.

Balance Sheet:

Each institution is to balance all funds received and deducted on a daily basis and subsequently generate a balance sheet headlined by the name of the institution (i.e., Justice Center, Medium Security Institution).

Balance Sheet Receivable/Credit Entries:

Each institution's computer generated balance sheet is also to total separate receivable categories for money orders, money transfer vouchers, checks, cash, transfers from other institutions with the Division, i.e., Justice Center, Medium Security Institution and other categories for adjustments not included above (i.e., sales adjustments).

Backup Computer Generated Transmittals for the above are to include the following:

- » **Money Orders:** Inmate name, number, amount, total amount of all money transfer vouchers
- » **Money Transfer Vouchers:** Inmate name, number amount, total amount of all money transfer vouchers
- » **The only cash accepted will come with the inmate at the time of admittance. The balance sheet should contain inmate name, number, amount, total amount of checks.**
- » **Checks:** Inmate's name, number, amount, total amount of checks for inmates receiving checks.
- » **Transfers from other institutions:** Inmate name, number, ending balance, institution transferred from (i.e., Justice Center, Medium Security Institution) followed by a total amount transferred from each individual institution.
- » **Other:** Inmate name, number, amount, date, brief description of credit in approximately five (5) words.

Balance Sheet Deductions/Debit Entries

Each institutions' computer generated balance sheet is also to total deductions for each of the following categories: Petty Cash reimbursements under \$5.00, inmate pay-out upon release over \$5.00, Commissary sales, transfers to other institutions within the Division (i.e., Justice Center, Medium Security Institution and other agencies/institutions outside the Division), special checks, and "other" categories for adjustments not included above.

Backup Computer Generated Transmittals for the above are to include the following:

- » **Petty Cash reimbursements over \$5.00:** Inmate's name, number, amount, check/debit card # followed by a total of all inmates receiving sums greater than \$5.00.
- » **Inmate Reimbursements over \$5.00:** Inmate's name, number, amount, check/debit card number, date, followed by a total of all inmates receiving sums greater than \$5.00.
- » **Commissary Sales:** Inmate's name, number, amount of sale, date of sale, followed by a total of all inmate sales. **NOTE:** These transmittals will be used to balance against vendor invoices.
- » **Transfers to other institutions with in the Division:** Inmate name, number, amount of money, check/debit card #, date, institution transferred to (i.e., Justice Center, Medium Security Institution) followed by a total amount of all inmates transferred to the Justice Center/Medium Security Institution and other institutions/authorities.
- » **Special Checks:** Inmate name, number, amount, date, brief description of deduction in approximately five (5) words.
- » **Finally, each institution's balance sheet is to reflect all funds received and deducted to a net ending balance.**

COMMISSIONS

The Vendor shall pay a commission to the City of St. Louis, Division of Corrections on all items sold under this proposal other than those items noted as being sold with no mark-up. As a minimum, the Vendor shall pay a commission percentage of 10%.

LENGTH OF CONTRACT

The Contract shall commence on the effective date, and shall continue in effect for four (4) years from the effective date. Thereafter, the contract may be renewed for an additional term, not to exceed the original term of the contract, upon written approval of the parties, unless terminated earlier as set forth herein, or vendor must provide Commissioner with notice of it intent not to renew this Agreement at least ninety (90) days prior to the end of the then current term.

INSURANCE REQUIREMENTS/COMMISSARY

The Vendor shall maintain insurance coverage, as indicated below, during the period of this contract and will provide the St. Louis City Division of Corrections with the certificates of insurance on all required coverage prior to commencement of work under this contract. The City shall be named as additional insured on all parties.

- (1) **AGGREGATE LIMITS OF INSURANCE** (Per Project) – The General Aggregate limit under Limits of Insurance applies separately to each of your projects away from premises owned by or rented to you.
- (2) **WORKER'S COMPENSATION** – As required by the law of the State of Missouri, including Employer's Liability.

- (3) **GENERAL LIABILITY** – Limits of not less than **\$1,000,000.00** per occurrence with an aggregate line of **\$2,000,000.00**.
- (4) **AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE LIABILITY** – Limits of not less than **\$1,000,000.00** per occurrence for bodily injury and property damage is required, non-ownership hired counsel to be included in the coverage.

I. TERMS AND CONDITIONS – FIXED PRICE SUPPLY CONTRACT

Definition –

- (1) The term "City" as used herein means City of St. Louis, Missouri, acting through the Division of Corrections and its designated representatives.
- (2) The term "Supplier" as used herein, means those mentioned as Vendor, or Seller and includes their designated representatives.

Acceptances and Approvals

The contract provider premises are subject to inspection during normal business hours. The City will accept or give notice of rejection of items delivered under this contract within a reasonable time after receipt. Acceptance shall not waive any warranty. All items to be supplied under this contract are subject to final inspection and acceptance by the City notwithstanding any payment or other prior inspections or design approvals. The City may at its option require prompt replacement or correction of rejected items at the Supplier's expense. Supplier shall not resubmit rejected items to the City without prior written approval and instructions from Division of Corrections. Supplier shall identify resubmitted items as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the City.

Warranty

Unless otherwise agreed to in writing by the parties, Supplier guarantees that items ordered to specifications will conform thereto and to any drawing, samples, or other descriptions furnished or adopted by the City, or if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. The City may at its option, return for credit or require prompt correction or replacement of the defective or nonconforming items or have the defective item corrected or replaced at suppliers expense. Defective or non-conforming items shall not be corrected or replaced unless specified on the City's written order. Items required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner to the same extent as items originally delivered under this contract.

Assignments

This contract or any portion of this contract or any interest therein or any claim arising hereunder, shall not be assigned by the Supplier without the prior written approval of the City.

Payment

Supplier will be paid for the items called for in this contract when the items are delivered and accepted by the City and upon submission of certified invoices in triplicate. The price or prices stated in this contract are not tax exempt. Supplier represents and warrants that the price or prices specified in this contract are the lowest prices for which like items have been sold to its most favored customers. In the event the stated prices are determined to be higher than the prices for which the items, or services have been sold by supplier to others this/these contract prices shall be reduced accordingly.

Changes

The City may at any time, by a written order, make changes within the general scope of this contract. If any such changes cause an increase in the cost or time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or affects any other provision of this contract, an equitable adjustment shall be made in the price or delivery schedule or both and in such other provision of this contract as may be affected and this contract shall be modified in writing accordingly. Any claim by supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, that the City (if it decides that the facts justify such payment under this contract). Where the cost of property made obsolete as a result or a change is included in the equitable adjustment, the City shall have the right to prescribe the manner of dispositions of such property. Nothing in this clause shall excuse the Suppliers from proceeding with the contract as changed. Any action taken by the Supplier which affects any provision of this contract, including delivery and price, whether or not accomplishments with concurrence of St. Louis City's employees shall not entitle the Supplier to any equitable adjustment in accordance with this clause unless such action has been specifically directed by written order issued by the Commissioner of Corrections or his duly authorized representative.

Deliveries

Deliveries shall be made strictly in accordance with the delivery schedule defined in this contract and in the exact quantity ordered. Should Supplier fail to do this, the City may terminate this contract, in whole or in part in accordance with the "Termination" clause of this contract. St. Louis City expressly retains all other rights and remedies provided for any violation of this clause and no action by the City shall constitute a waiver of any such right or remedy.

- (1) Each inmate at MSI may receive commissary once a week
- (2) Each inmate at the City Justice Center may receive commissary twice a week. This may be increased by mutual agreement between the Vendor and the City.
- (3) Deliveries to inmates will be in an area determined by mutual agreement between Vendor and institutions.

Responsibilities for Supplies

Except as otherwise provided in this contract, Supplier, shall be responsible and bear all risks for loss and damages to the items required by this contract:

- (1) until they are delivered at City facilities, regardless of F.O.B. point, or point of inspection or acceptance; and
- (2) if such items are rejected.

Unless otherwise specified in this contract, Supplier shall sufficiently package the items to be delivered hereunder to protect such items during transportation and storage.

St. Louis City Furnished Property

Supplier shall keep segregated and clearly marked, all property furnished by the City and all property to which the City acquired title by virtue of this contract, and shall maintain complete inventory thereof. Supplier assumes the risk or loss or damage to such property while in Supplier's care, custody, or control. Upon termination or expiration of this contract, Suppliers shall deliver such property (to the extent not incorporated in delivered end product) to the City in good condition subject to ordinary wear and tear.

Calibration

The Supplier agrees to protect, indemnify and save harmless the City from all attorney's fees, costs, expenses and damages arising out of:

- (1) any infringement or claim of infringement of patents, trademarks or copyrights in the use or resale of any articles covered by this contract unless material or articles hereby ordered are made specifically to the City's design or method;
- (2) failure by Supplier to comply with all applicable Federal, State laws and regulations enacted now or to be enacted in the future pertaining to the services, material or articles ordered and labor expended in this contract;
- (3) all claims, suits, actions costs, counsel fees, expenses, damages, judgements or decrees by reason of any person or persons being injured or property damaged as a result of the work or services to be performed pursuant to this agreement.

Waivers

Failure of the City to insist on performance of the terms and conditions or requirements of this contract shall not be construed as a waiver of such terms, conditions or requirements and the same shall remain in full force and effect for the duration of this contract.

Choice of Law

This contract shall be governed and interpreted according to the laws of the State of Missouri, St Louis City Ordinances and all applicable Federal Laws.

Termination

General

The performance of work under this contract may be terminated with or without cause or penalty or recourse by the City should it be determined that such termination is in its best interest. Any such termination shall be effected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work under this contract is terminated and the date upon which such termination becomes effective. If such notice does not indicate that the termination is pursuant to either subparagraph (b); (c), or (d), of the paragraph entitled "Termination," the City shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer period as mutually agreed to by the parties, the Original Notice of Termination shall be deemed to be issued pursuant to subparagraph (c) of this paragraph entitled "Termination."

a) Responsibilities of Parties

Termination of this Agreement shall extinguish all obligations of the Parties except as specifically otherwise provided herein. Upon termination, Vendor shall be entitled to any and all payments accruing prior to the effective date of such termination.

b) Cooperation

In the event of termination of this Agreement, Vendor shall cooperate fully with the City to provide continuing services on a month to month basis until such time as a new Vendor is identified to assume provision of services.

c) Cessation of Operation

In the event the Vendor is sanctioned or loses its license or certification to operate in the fashion anticipated according to the Agreement hereunder, the City may immediately terminate this Agreement by providing the Vendor with written notice of termination of this Agreement which states the effective date of such termination.

d) Delinquency

In the event the City becomes ninety (90) days or more delinquent in payment of its account hereunder to Vendor, Vendor may immediately terminate this agreement upon seven (7) days written notice to City of the termination of this Agreement. Failure to promptly exercise this option to terminate does not waive the option.

e) Bankruptcy or Insolvency

In the event of the institution of any bankruptcy proceedings by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustees or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate this contract without further cost or liability.

f) Release Void

The City representatives shall not be required to waive or release any rights in connection with any visits to Supplier or Supplier's subcontractor's premises. Supplier agrees that no such waiver or release shall be pleaded by Supplier or any third persons in any action or proceeding.

g) Supplier agrees to comply with the requirements of the Federal Office of Safety and Health Administration as specified in Federal Register, Volume 37, Number 33, dated February 17, 1972.

h) Supplier is further required to impose these requirements on subcontractors and Suppliers wherever it applies.

i) Notice and Service Thereof

Any notice to any Vendor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Vendor at the last given address, or delivered in person to said Vendor or authorized representative.

j) Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or it is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

k) Contract Terms

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the City of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth on this contract. Any different or additional terms other than those herein-contained in Seller's acceptance are hereby objected to.

l) Compliance with Applicable Laws

The Seller warrants it has complied with all applicable laws, rules and ordinances of the United States or any State, municipality or any other Government authority or agency in the manufacture or sale of items covered by this order, including but not limited to all provisions of the Fair Labor Standards Act, as amended.

m) Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

TERMS AND CONDITIONS OF THE INVITATION FOR BIDS

1. Award

The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City of St. Louis may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, BIDS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE CITY RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY BID UPON AT THE UNIT PRICE OFFERED UNLESS THE BIDDER SPECIFIES OTHERWISE IN THE BID. The contract shall be awarded to the bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City, price and other factors considered, including highest commission offered for gross receipts, responsiveness of total bid and hardware and software package.

2. Preparation Of Bids

- a) Bidders are expected to examine the specifications, schedules and all instructions. Failure to do so will be at the bidders risk.
- b) Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and all other pages so designated. Erasures or other changes must be initialed by the person signing the bid.
- c) Each bidder should supply sample lists of items to be offered for purchase by the inmate population. List should contain the unit price for each item offered. Prices shall include all costs to inmate population.
- d) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation to bid.
- e) Bidder must state a definite time for performance of services unless otherwise specified in the invitation.
- f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

3. Explanation To Bidders

Any explanation desired by bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach bidder before the submission of bid.

4. Acknowledgement Of Amendments/Addendum To Invitations

Receipt of an amendment/addendum to an Invitation to Bid by a bidder must be acknowledged:

- a) By signing and returning the amendment/addendum, or
- b) By letter or telegram. Such acknowledgements must be received prior to the hour and date specified for receipt of bids.

5. Submission of Bids

- a) Bids and modification thereof shall be enclosed in sealed envelopes and received by Supply Division, Room 324, 1200 Market Street, St. Louis, Missouri 63103 by Noon on October 4, 2011. The bidder shall show the hour and date specified in the invitation for bid, the invitation name, and the name and address of the bidder on the face of the envelope.
- b) Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City at no expense to the City. If not consumed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the invitation.

6. Failure To Submit Bids

If no bid is to be submitted, do not return the invitation unless otherwise specified.

7. Modification or Withdrawal of Bids

Bids may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of bids, provided the City is satisfied that a written confirmation over the signature of the bidder was mailed prior to closing time.

A bid also may be withdrawn in person by the bidder or authorized representative, provided identity is made known and a receipt for the invitation is signed, but only if the withdrawal is made known and a receipt for the invitation is signed, but only if the withdrawal is made known prior to the exact hour and date set for receipt of bids. Telephonic requests to withdraw a bid will not be considered.

8. Late Bids and Modifications

It is the responsibility of the bidder to deliver a bid or bid modification on or before the date and time of bid closing. Bids received late will be considered no bids.

9. Seller's Invoices

Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order Number, Item Number, Contract Description of Supplies or Services, Sizes, Quantities, Unit Prices and Extended Totals. Invoices and inquiries regarding payment should be addressed to the Division of Corrections Business Office, 7600 N. Hall Street, St. Louis, MO 63147.

10. Bid Bond

Bid Bond required – Note the following:

At the time the bid is submitted, the bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of \$20,000.00, made payable to the City of St. Louis, for the measure of the liquidated damages which the City will sustain and the proceeds thereof will become the property of St. Louis City if for any reason the Bidder:

- A) Withdraws bid after the Opening of the Bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to St. Louis City, whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or

- B) Upon written notification of the award of contract to the successful bidder and the bidder fails to properly sign and deliver to the City within fifteen (15) days a performance bond. The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of opening of the bids. The bidder does further guarantee the amount of the bid deposit set down herein before to be firm for the above-named period. At the expiration of the 60 days, said bid deposit will become the property of the St. Louis City as liquidated damages for one of the reasons stipulated.

11. "Or Approved Equal" Clause

Whenever a material article or piece of equipment is identified in the specifications by reference to manufacturers' or Vendors name, trade name, catalog numbers, etc., it is intended to merely to establish a standard; and any material article or equipment of other manufactures and Vendors considered equal are acceptable provided the material, article or equipment so proposed, is in the opinion of the City of equal substance and function. Substitute items may be rejected at the discretion of the City.

12. Material Availability

Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City liaison immediately if materials specified are discontinued, replaced or not available for an extended period of time.

13. Alternatives

Bidders must submit complete specifications on all alternate bids. Alternative bids without complete specifications may be rejected. Alternative bids and exceptions to bid clauses must be clearly noted on the bid form.

14. Qualifications Of Bidders

The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work. Bidder shall furnish all such information and data for this purpose that the City may request. The City reserves the right to reject a bid if the investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated herein.

ARTICLE VIII

Non-Discrimination in Employment – During the performance of this contract, bidder agrees as follows:

- a) Equal Employment Opportunity Certification – Non-Discrimination in Employment. Supplier agrees to comply with the Fair Labor Standard Act as amended, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable Federal, State and City Laws.

- b) In the event of the supplier's non-compliance with the provision of subparagraph (a) this contract may be canceled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further City contracts. The rights and remedies of the City provided in this subparagraph shall not be exclusive but are in addition to any remedies provided in this contract or as provided by law.

ARTICLE IX

This contract, the Terms and Conditions, Vendor Representatives and Statements of Work and any other special conditions constitute and represent the complete and entire agreement between the City and Supplier and supersede all previous communications and representations, either written or verbal with respect to the subject matter of this contract. No modification of this contract or these terms and conditions shall be binding on the City unless made in writing and in accordance with the "Changes" clause of this contract.

AMOUNT OF COMMISSION TO BE PAID ON GROSS RECEIPTS

_____ % Of Gross Receipts

ESTIMATED ANNUAL USAGE: _____

There are approximately eleven hundred (1,100) inmates at this time: 230 at the Justice Center and 870 at the Medium Security Institution.

Total annual revenue is approximately \$408,100.00.

Note: No metal or glass containers in whole or part will be allowed to be sold through this contract. Any request from relief from this prohibition must be made in writing to the Commissioner of Corrections, and the Supply Commissioner of the City of St. Louis.

All questions pertaining to this quote must be submitted in writing to the Supply Commissioner, up to fifteen (15) days prior to the opening date of the bids. A written response will be provided to all bidders. No inquiries will be accepted after September 19, 2011.

REFERENCES:

Vendor to provide a list of three institutions recently awarding comparable contracts to your company.

1. _____
Name of Institution

Name of Contact Person

Telephone Number

2. _____

Name of Institution

Name of Contact Person

Telephone Number

3. _____

Name of Institution

Name of Contact Person

Telephone Number

**CANTEEN SDS PROGRAM
(INMATE COMMISSARY SCANNER MENU)**

BEVERAGES (generic)			
Item	Wt./Spec.	Price	Brand/Weight
Breakfast drink	12 oz.	\$ _____	
Coca-Cola	20 oz.	\$ _____	
Diet Coke	20 oz.	\$ _____	
Cherry	.77 oz.	\$ _____	
Fruit Drink (Grape)	.77 oz.	\$ _____	
Fruit Drink (Punch)	.77 oz.	\$ _____	
Hot Chocolate	1 oz.	\$ _____	
Iced Tea w/Sugar & Lemon	.77 oz.	\$ _____	
Keefe Coffee	4 oz.	\$ _____	
Grape Kool Aid	12 oz.	\$ _____	
Cherry Kool Aid	12 oz.	\$ _____	
Tropical Punch Kool Aid	12 oz.	\$ _____	
Lemonade Drink	.88 oz.	\$ _____	
Lipton Iced Tea	20 oz.	\$ _____	
Mountain Dew	20 oz.	\$ _____	
Nescafe Coffee	4 oz.	\$ _____	
Pepsi	20 oz.	\$ _____	
Diet Pepsi	20 oz.	\$ _____	
Mr. Pibb	20 oz.	\$ _____	
Sprite	20 oz.	\$ _____	
Surge	20 oz.	\$ _____	
Tang	12 oz.	\$ _____	
Tea Bags	8 oz.	\$ _____	

(ALL CARDS ARE GENERIC BRAND)

CARDS	
Item	Price
Anniversary Card	\$ _____ /each or box
Birthday Card	\$ _____ /each or box
Christmas Card	\$ _____ /each or box
Friendship Card	\$ _____ /each or box
Get Well Card	\$ _____ /each or box
Playing Cards-Pinochle	\$ _____ /each or box
Playing Cards	\$ _____ /each or box
Thank You Cards	\$ _____ /each or box
Thinking of You Cards	\$ _____ /each or box
Valentine's Card	\$ _____ /each or box

(ALL CLOTHING ITEMS ARE GENERIC BRAND)

UNDERWEAR		
Item	Size	Price
Sports Brassiere	(34)	\$ _____
Sports Brassiere	(36)	\$ _____
Sports Brassiere	(38)	\$ _____
Brassiere	(38C)	\$ _____
Brassiere	(40C)	\$ _____
Brassiere	(42C)	\$ _____
Brassiere	(44C)	\$ _____
Brassiere	(46C)	\$ _____
Boxers	(34-36) Medium	\$ _____
Boxers	(38-40) Large	\$ _____
Boxers	(42-44) XLarge	\$ _____
Boxers	(46-48) XXLarge	\$ _____
Briefs	(34-36) Medium	\$ _____
Briefs	(38-40) Large	\$ _____
Briefs	(42-44) XLarge	\$ _____
Briefs	(46-48) XXLarge	\$ _____
Long John Top	Small	\$ _____
Long John Top	Medium	\$ _____
Long John Top	Large	\$ _____
Long John Top	XLarge	\$ _____
Long John Bottom	Small	\$ _____
Long John Bottom	Medium	\$ _____
Long John Bottom	Large	\$ _____
Long John Bottom	XLarge	\$ _____
Men's Canvas Shoes	Size (9)	\$ _____
Men's Canvas Shoes	Size (10)	\$ _____
Men's Canvas Shoes	Size (11)	\$ _____
Men's Canvas Shoes	Size (12)	\$ _____
Men's Canvas Shoes	Size (13)	\$ _____
Shower Shoes - Small	Small	\$ _____
Shower Shoes - Medium	Medium	\$ _____
Shower Shoes - Large	Large	\$ _____

ALL CLOTHING ITEMS: MAY BID GENERIC OR BRAND ITEM

UNDERWEAR			
Item	Size	Brand	Price
T-Shirt	Medium	_____	\$ _____
T-Shirt	Large	_____	\$ _____
T-Shirt	XLarge	_____	\$ _____
T-Shirt	XXLarge	_____	\$ _____
T-Shirt	XXXLarge	_____	\$ _____
Tube Socks			\$ _____
SHOES (Navy)			
Item	Size	Brand	Price
Women's Navy Step-Ins	(8)	_____	\$ _____
Women's Navy Step-Ins	(8½)	_____	\$ _____
Women's Navy Step-Ins	(9)	_____	\$ _____
Women's Navy Step-Ins	(9½)	_____	\$ _____
Women's Navy Step-Ins	(10)	_____	\$ _____
Women's Navy Step-Ins	(10 ½)	_____	\$ _____
Women's Navy Step-Ins	(11)	_____	\$ _____
MISCELLANEOUS ITEMS			
Item	Brand	Price	Weight
A & D Ointment (Over the counter)	_____	\$ _____	_____
Absorbine JR (Over the counter)	_____	\$ _____	_____
Advil (Over the counter)	_____	\$ _____	_____
Alka Seltzer Pain & Sinus (Over the Counter)	_____	\$ _____	_____
Alka-Seltzer Plus Cold (Over the counter)	_____	\$ _____	_____
All detergent – 2 oz.	_____	\$ _____	_____
Ambusol Cream (Over the counter)	_____	\$ _____	_____
Baby Powder – 12 oz.	_____	\$ _____	_____
Balsam Shampoo – 14 oz.	_____	\$ _____	_____
Benedryl Crème (Over the counter)	_____	\$ _____	_____
Bergamot – 4 oz.	_____	\$ _____	_____
Ben-Gay Ointment (Over the counter)	_____	\$ _____	_____
Calamine Lotion (Over the counter) 4 oz.	_____	\$ _____	_____
Cert's Peppermint .72 oz.	_____	\$ _____	_____
Chapstick .15 oz.	_____	\$ _____	_____
Checkers w/Board	_____	\$ _____	_____
Chess Set w/Board	_____	\$ _____	_____
Chloraseptic	_____	\$ _____	_____
Clasped Envelop 10 x 13	_____	\$ _____	_____
Closeup Toothpaste 2.7 oz.	_____	\$ _____	_____
Cocoa Butter 8 oz.	_____	\$ _____	_____
Colgate Toothpaste 2.7 oz.	_____	\$ _____	_____
Corn Plasters Freezone (Over the counter)	_____	\$ _____	_____
Curls	_____	\$ _____	_____
Curl Activator	_____	\$ _____	_____
Dandruff Shampoo	_____	\$ _____	_____
Dial Soap – 3.5 oz.	_____	\$ _____	_____

MISCELLANEOUS ITEMS

Item	Brand	Price	Weight
Dictionary	_____	\$ _____	_____
Dominoes	_____	\$ _____	_____
Dr. Scholl's Corn Plaster (Over the counter)	_____	\$ _____	_____
Facial Moisturizer - 4.5 oz.	_____	\$ _____	_____
Foot Powder - 3 oz.	_____	\$ _____	_____
Grape Jelly - 12 oz.	_____	\$ _____	_____
Hair Conditioner - 14 oz.	_____	\$ _____	_____
Hair Pick	_____	\$ _____	_____
Hall's Cough Drop - 1.6 oz.	_____	\$ _____	_____
Hot Sauce - 6 oz.	_____	\$ _____	_____
Hydrocortisone	_____	\$ _____	_____
Kleenex Pack	_____	\$ _____	_____
Lander's Baby Oil - 4 oz.	_____	\$ _____	_____
Large Envelope - 4-1/8 x 9 1/2	_____	\$ _____	_____
Legal Writing Pad	_____	\$ _____	_____
Mayonnaise - (10 ea.)	_____	\$ _____	_____
Mennen Musk Deodorant - 2 oz.	_____	\$ _____	_____
Micostatin Cream (Over the counter)	_____	\$ _____	_____
Mouthwash - 6 oz.	_____	\$ _____	_____
Murray's Pomade - 4 oz.	_____	\$ _____	_____
Neosporin Ointment (Over the counter)	_____	\$ _____	_____
Noodles & Cheese - 1.75 oz.	_____	\$ _____	_____
Orajel (Over the counter)	_____	\$ _____	_____
Palm Brush	_____	\$ _____	_____
Pen	_____	\$ _____	_____
Pencil	_____	\$ _____	_____
Pepper - (10 per)	_____	\$ _____	_____
Petroleum Jelly	_____	\$ _____	_____
Plain Envelope - 3-5/8 x 6 1/2	_____	\$ _____	_____
Salt - (10 per)	_____	\$ _____	_____
Pomade - 8 oz.	_____	\$ _____	_____
Regular Comb	_____	\$ _____	_____
Shaver No-Blade	_____	\$ _____	_____
Soap Container	_____	\$ _____	_____
Stamps (book of 10)	_____	\$ _____	_____
Stamped Envelope - 4-1/8 x 9 1/2	_____	\$ _____	_____
Super Comb	_____	\$ _____	_____
Throat Lozenges (Over the counter)	_____	\$ _____	_____
Tinactin Foot Powder (Over the counter)	_____	\$ _____	_____
Tone Soap - 3.5 oz.	_____	\$ _____	_____
Tums/Roloids (Single Roll) - .75 oz.	_____	\$ _____	_____
Vitamins (Over the counter)	_____	\$ _____	_____
Women's Roll-On - 1.5 oz.	_____	\$ _____	_____

SNACKS

Item	Brand	Price	Weight
Andy Capp (Hot Fries) – 1 oz.		\$	
Andy Capp (Salsa Fries) – 1 oz.		\$	
Assorted Licorice Bits – 4 oz.		\$	
Baby Ruth – 2.1 oz.		\$	
BBQ Chips – 8 oz.		\$	
Brownies Box – 13 oz.		\$	
Butter Thins – 5 oz.		\$	
Butterfinger – 2.1 oz.		\$	
Cheddar Spread – 1 oz.		\$	
Cheese Crackers – 1 dz.		\$	
Cheese Popcorn – 7 oz.		\$	
Cheese Sauce (Cheddar) – 8 oz.		\$	
Cheese Sauce (Jalapeno) – 8 oz.		\$	
Cheetos Crunchy - 2-1/8 oz.		\$	
Lay’s KC – 1.5 oz.		\$	
Lay’s Regular – 1.5 oz.		\$	
Lemon Heads – 2 oz.		\$	
M&M Peanut – 5.6 oz.		\$	
Cheez-its – 1.5 oz.		\$	
Cheez-its (Hot & Spicy) – 1.5 oz.		\$	
Cheez-its (White Cheddar) – 1.5 oz.		\$	
Chocolate Chips – 5 oz.		\$	
Combo Cheddar Pretzels – 1.38 oz.		\$	
Corn Chips – 16 oz.		\$	
Creamer – 12 oz.		\$	
Doritos (Nacho Cheesier) – 2-1/8 oz.		\$	
Doritos (Ranch) - 2-1/8 oz.		\$	
Famous Amos (Chocolate Chip) – 2 oz.		\$	
Famous Amos (Oatmeal Cinnamon Raisin) – 2 oz.		\$	
Fritos (Regular) – 2¾ oz.		\$	
Gardetto Original – 1.75 oz.		\$	
Granola Bar – 1.6 oz.		\$	
Hershey Almond Candy Bar – 2.6 oz.		\$	
Hot Corn Chips – 8 oz		\$	
Hot Pickle – 5.64 oz.		\$	
Hot Tamales – 1.5 oz.		\$	
Iced Oatmeal – 5 oz.		\$	
Peppermint Roll - .72 oz.		\$	
Planter’s Hot Peanuts – 1.75 oz.		\$	
Pop Tarts (Brown Cinnamon) – 3.5 oz.		\$	
Instant Lunch (Beef) – 2.25 oz.		\$	
Instant Lunch (Chicken) – 2.25 oz.		\$	
Instant Lunch (Cal. Vegetable) – 2.25 oz.		\$	
Instant Lunch (Shrimp) – 2.25 oz.		\$	
Jolly Rancher – 1.6 oz.		\$	
Jumbo Glazed Honeybun – 4.6 oz.		\$	
Ketchup – (10 each)		\$	
Kernels		\$	

SNACKS

Item	Brand	Price	Weight
Krunchee Cheese – 9 oz.		\$	
Krunchers (Mesquite) – 1 oz.		\$	
Krunchers (Jalapeno) – 1 oz.		\$	
Lay’s Sour Cream & Onion – 1.5 oz.		\$	
Spearmint Roll - .75 oz.		\$	
Sweet-N-Low (20 Pack) - .035 oz.		\$	
M&M (Plain) – 5.6 oz.		\$	
M&M (Almond) – 5.6 oz.		\$	
Mars Bar – 1.76 oz.		\$	
Masterpiece BBQ -		\$	
Milky Way – 3.63 oz.		\$	
Mustard (10 ea.)		\$	
Vanilla Wafers – 2 oz.		\$	
Nachos Cheese – 12 oz.		\$	
Nestles Crunch – 1.55 oz.		\$	
Oatmeal – 5 oz.		\$	
O’Briens Buffalo Sticks – 1.125 oz.		\$	
O’Briens Hot Sausage – 1.125 oz.		\$	
Payday – 1.85 oz.		\$	
Peanuts – 1.75 oz.		\$	
Starburst Tropical – 2.07 oz.		\$	
3-Musketeer – 2.13 oz.		\$	
Twizzler (Pull & Peel) – 2.2 oz.		\$	
Pop Tart (Frosted Strawberry) – 3.6 oz.		\$	
Potato Chips – 8 oz.		\$	
Pretzels – 8 oz.		\$	
Red Hot Riplets – 6 oz.		\$	
Reese’s Peanut Butter Cup – 1.6 oz.		\$	
Rice Krispies Treat – 1.3 oz.		\$	
Ritz Bits Crackers (Peanut Butter) – 1.75 oz.		\$	
Ritz Bits – 1.75 oz.		\$	
Rold Gold Pretzels – 2.25 oz.		\$	
Saltines – 16 oz.		\$	
Skittle (Wild Berry) – 2.17 oz.		\$	
Skittle (Tropical) – 2.17 oz.		\$	
Slim Jim (Spicy) - .56 oz.		\$	
Snickers – 3.7 oz.		\$	
Sugar – 16 oz.		\$	
Twizzler – 3.25 oz.		\$	
Vanilla Wafer – 5.5 oz		\$	



**CITY OF ST. LOUIS
DEPARTMENT OF FINANCE
OFFICE OF THE SUPPLY COMMISSIONER**

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

CITY HALL
1200 MARKET ST., ROOM 324
ST. LOUIS, MO. 63103-2819
(T): (314) 622-4580
(F): (314) 622-4141

ATTENTION

Please carefully review all information requested in this bid package. Failure to submit required samples, literature, unit pricing, extended pricing, and any other requested information may result in disqualification of your bid or any portion of your bid.

- Two or more bids submitted for one item (item rejected).
- Signature missing on bid or **any** required form.
- Buy American Form not completed or returned (may be rejected).
- M/WBE Form not completed or returned (may be rejected).
- Altered or erased unit prices (must be initialed).
- Faxed bid, unless specifically requested (will be rejected).
- Failure to submit required Bond (for Contracts only) by the date indicated.

The reasons indicated above may disqualify your bid. If you have any questions, call the buyer indicated on the RFQ.

This form must be returned with your bid. I certify that I have read and understand the information above.

Manual Signature

Date

INSTRUCTIONS TO BIDDERS (FOR CONTRACTS ONLY)

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS, TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION.

- #1 ALL BIDS WILL BE ACCEPTED ON "OFFICIAL BID FORM" ONLY. THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED, AND THE SUPPLY COMMISSIONER RESERVES THE RIGHT TO MAKE AWARDS ON AN ITEM BASIS, OR ON A TOTAL AWARD BASIS, WHICHEVER, IN HIS OPINION, IS FOR THE BEST INTERESTS OF THE CITY OF ST. LOUIS.
- #2 BIDS MUST BE IN INK OR TYPEWRITTEN, AND MUST BE MANUALLY SIGNED BY A COMPANY OFFICIAL. PENCIL BIDS ARE NOT ACCEPTABLE.
- #3 ALTERED OR ERASED PRICES WILL NOT BE ACCEPTED.
- #4 IN THE EVENT YOU MAKE AN ERROR ON BID PROPOSAL, YOU MAY OBTAIN ADDITIONAL COPIES FROM THE OFFICE OF THE SUPPLY COMMISSIONER, ROOM 324, CITY HALL, ST. LOUIS, MISSOURI 63103.
- #5 THE LAWS OF THE STATE OF MISSOURI PROVIDE THAT THE CITY OF ST. LOUIS PAY NO STATE SALES, USE TAXES OR FEDERAL EXCISE TAXES AND THESE TAXES SHOULD BE EXCLUDED FROM YOUR BID PRICE. FEDERAL EXCISE TAX EXEMPTION CERTIFICATES WILL BE FURNISHED TO SUCCESSFUL BIDDER.
- #6 UNLESS OTHERWISE STATED, BIDDER MUST QUOTE ON THE LATEST MAKE, MODEL, PRODUCT, GROWTH, CANNING OR FORMULATION OF THE MANUFACTURER OR PRODUCER.
- SUPPLIERS SHALL NOT OFFER MORE THAN ONE BID ON EACH ITEM. TWO OR MORE QUOTATIONS ON THE SAME ITEM MAY CAUSE A REJECTION OF THE BID. SUPPLIERS MUST DETERMINE WHICH ONE OF THEIR MANY STYLES OR TYPES FULLY MEET THE SPECIFICATION.
- WHEN BID IS BASED ON THE PRICES LISTED IN A CATALOGUE OR PRICE LIST, A COPY OF SUCH CATALOGUE OR PRICE LIST MUST BE SUBMITTED WITH BID PROPOSAL. CONTRACTOR SHALL FURNISH ADDITIONAL CATALOGUES OR LISTS AS REQUIRED.
- #7 UNLESS OTHERWISE STIPULATED, IT IS HEREBY AGREED THAT THE CITY OF ST. LOUIS WILL RECEIVE THE BENEFIT FOR ANY REDUCTION IN PRICES DURING THE LIFE OF THIS CONTRACT, BUT WILL ONLY PAY THE CONTRACT OR BID PRICES SHOULD ANY INCREASES OCCUR DURING THE SAME PERIOD.
- #8 THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FURNISH PERFORMANCE BOND OR CASHIER'S CHECK, FOR A REASONABLE AMOUNT DETERMINED BY THE SUPPLY COMMISSIONER.
- #9 THE CITY OF ST. LOUIS, WITH THE PERMISSION OF THE SUCCESSFUL BIDDER HAS THE OPTION OF EXTENDING THIS CONTRACT FOR AN ADDITIONAL PERIOD (NOT TO EXCEED THE NUMBER OF MONTHS OF ORIGINAL CONTRACT).
- #10 BID PROPOSALS ARE TO BE RETURNED (SEALED) IN THE OFFICIAL BROWN "ADVERTISED" BID ENVELOPE FURNISHED BY THE SUPPLY DEPARTMENT. THE INFORMATION REQUESTED ON THE UPPER LEFT HAND CORNER OF THE ENVELOPE MUST BE FILLED IN.
- #11 BID PROPOSAL MUST THEN REACH THE SUPPLY DEPARTMENT BEFORE 12 O'CLOCK NOON ON THE DAY SPECIFIED ON PAGE ONE (1) AS THE BID OPENING DATE, OR BID WILL NOT BE CONSIDERED.
- #12 NO EXACT AMOUNTS OF USAGE IS GUARANTEED, ANY QUANTITIES LISTED ARE ONLY ESTIMATES.
- SUPPLIERS SHALL SAVE HARMLESS THE CITY OF ST. LOUIS FROM THE PAYMENT OF ANY AND ALL CLAIMS OR DEMANDS ARISING OUT OF ANY INFRINGEMENT, OR USE OF ANY PATENT OR PATENTED DEVICE, ARTICLE, SYSTEM, ARRANGEMENT, MATERIAL OR PROCESS USED BY HIM IN THE EXECUTION OF THIS CONTRACT.
- #13 BRAND NAMES AND NUMBER MUST BE FILLED IN ON EACH ITEM WHERE THERE IS A RULED LINE THE "STATE BRAND" COLUMN.
- UNLESS YOU SPECIFICALLY STATE OTHERWISE, THE CITY WILL ASSUME THAT YOU ARE QUOTING ON THE EXACT ITEMS REQUESTED AND WILL EXPECT YOU TO FURNISH THE EXACT ITEMS ASKED FOR IN THIS PROPOSAL.

DELIVERIES

- #14 DELIVERIES ARE TO BE MADE TO THE VARIOUS DEPARTMENTS, FREE FROM ALL DELIVERY AND TRANSPORTATION CHARGES, IN SUCH QUANTITIES AND AT SUCH TIMES AS ORDERED BY THE VARIOUS DEPARTMENTS.
- #15 ALL DELIVERIES MUST BE ACCOMPANIED BY A PACKING SLIP OR INVOICE, LISTING THE DEPARTMENT, THE REQUISITION NUMBER, AND THE EXACT QUANTITIES OF EACH ITEM INCLUDED IN THE SHIPMENT.
- #16 IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO MAKE DELIVERY OF ANY ITEM OR ITEMS THAT MEET THE CONDITIONS AND REQUIREMENTS AS OUTLINED IN THIS PROPOSAL WITHIN 15 DAYS OF RECEIPT OF ORDER, THE CITY RESERVES THE RIGHT TO PURCHASE SAID ITEM OR ITEMS ON THE "OPEN MARKET" AND CHARGE ANY COSTS ABOVE THE BID PRICE TO THE BIDDER. THIS PROCEDURE TO BE CONTINUED UNTIL SUCH TIME AS THE BIDDER CAN AGAIN GUARANTEE PROMPT DELIVERIES OF THE PROPER ITEM OR ITEMS.
- #17 WHEN SAMPLES ARE REQUESTED, THE SUPPLIER MUST FURNISH SAMPLES TO MEET SPECIFICATIONS. ALTERNATE BIDS WILL BE CONSIDERED BUT BRAND NAME, NUMBER AND DETAILS OF ALTERNATE ITEM AS TO SIZES, PRICES, ETC., MUST BE STATED ON BID PROPOSAL. THE SUPPLIER, BY SUBMITTING SAMPLES, IS NOT RELIEVED FROM MEETING THE SPECIFICATIONS AS OUTLINED IN THIS PROPOSAL, UNLESS SPECIFICALLY NOTED ON THIS BID PROPOSAL THAT THE SAMPLES BEING QUOTED ON DO NOT MEET THE SPECIFICATION, AND ARE BID AS AN ALTERNATE.
- #18 EACH SAMPLE MUST BE PLAINLY TAGGED WITH THE FOLLOWING INFORMATION:
- 1) NAME OF BIDDER
 - 2) PAGE NUMBER OF THE BID PROPOSAL AND ITEM NUMBER
- #19 SAMPLES MUST BE SUBMITTED BEFORE THE ACTUAL TIME OF THE BID OPENING AS SPECIFIED ON PAGE ONE OF THIS PROPOSAL.

UNLESS OTHERWISE NOTED, ALL SAMPLES ARE TO BE SUBMITTED TO ROOM 324, SUPPLY DEPARTMENT, CITY HALL, 1200 MARKET, ST. LOUIS, MISSOURI 63103.

IMPORTANT INFORMATION TO PROSPECTIVE BIDDERS REGARDING

TAXES AND BUSINESS LICENSES

- #20 NO CONTRACT WILL BE AWARDED AND NO PAYMENTS UNDER THIS CONTRACT WILL BE MADE UNLESS THE VENDOR IS CURRENT AND NOT DELINQUENT WITH TAXES DUE THE COLLECTOR OF REVENUE AND THE LICENSE COLLECTOR.

YOU ARE HEREBY NOTIFIED THAT SHOULD YOUR FIRM BECOME THE SUCCESSFUL BIDDER, PAYMENT WILL BE WITHHELD PENDING TAX CLEARANCE FROM THE LICENSE COLLECTOR AND THE COLLECTOR OF REVENUE.

IT IS IMPERATIVE THAT YOUR COMPANY MAINTAIN COMPLIANCE WITH BOTH AGENCIES THROUGHOUT THE TERM OF THIS CONTRACT!

TO BE PLACED ON THE CURRENT TAX ROLLS OR FOR AN APPLICATION FOR A BUSINESS LICENSE CONTACT THE FOLLOWING OFFICES:

LICENSE COLLECTOR'S OFFICE (314) 622-4528 (BUSINESS LICENSE APPLICATION)

COLLECTOR OF REVENUE'S OFFICE (314) 622-4029 (TO BE PLACED ON TAX ROLLS)

CLAUSES TO BE INSERTED IN ALL CITY CONTRACTS

**AFFIRMATIVE ACTION PROGRAM TO INSURE
NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

1. Contractor agrees that in performing under this contract he nor anyone under his control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, national origin or ancestry. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment without regard to their race, creed, color, religion, national origin or ancestry. Such action shall include but not be limited to, his action to bar, employ, upgrade, or recruit; expel, discharge, demote, or transfer; layoff, terminate, or create intolerable working conditions; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Contractor, during his performance under this contract, will in all printed or circulated solicitations, or other advertisement or publication for employees placed by or on behalf of the contractor state that all qualified applicants will receive meaningful consideration for employment without regard to race, creed, color, religion, national origin, or ancestry. The contractor will not make any inquiry in connection with prospective employment which expresses directly or indirectly any limitation specification or discrimination because of race, creed, color, religion, national origin or ancestry.
3. Contractor agrees during his performance under this contract that should it be determined by the contractor or the City that he will be unable to conform to his approved positive employment program, submitted to determine eligibility under the fair employment practices provisions of the City Code, he will notify the Fair Employment Practices Division of the St. Louis Council on Human Relations, within ten days of such determination, as to the steps to be taken by the contractor to achieve the provisions of his program.
4. Contractor will permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining compliance with fair employment practices.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or to furnish information or permit his books, records and accounts to be inspected, within twenty days from date requested, this contract may be canceled, terminated or suspended in whole or in part and contractor may be declared ineligible for further City contracts, for the period of one year, by the option of the City of St. Louis provided further, in the event this contract is canceled, terminated or suspended for a failure to comply with fair employment practices the contractor shall have no claims for any damages against the City.
6. Contractor further agrees that these clauses (1 through 6) on discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by contractor in all contracts or agreements entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
7. Whenever the contractor is sued or threatened with litigation by a subcontractor, vendor, individual, group or association, as a result of compliance with the clauses #1 through #5 of these provisions relating to fair employment practices, such contractor shall notify the City Counselor in writing of such suit or threatened suit within ten days.

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**THE AMERICANS WITH DISABILITIES ACT**

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Vendors doing business with the City of St. Louis must comply with the Americans with Disabilities Act and provide necessary documentation of their compliance efforts as required by the Commissioner on the Disabled, Office of the Disabled.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

(A) By submission of this bid, the bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competition;
- (2) Unless otherwise required by law, the prices which have been quoted I this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

(B) Each person signing this bid certifies that:

- (1) He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to A-1 through A-3 above;

**OR**

- (2) He/she is not the person in bidder's organization responsible within that organization for the decision as t the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A-1 through A-3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate in any action contrary to A-1 through A-3 above.

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**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

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**TITLE**

**DATE**

**THE RIGHT OF THE SUPPLY COMMISSIONER, AND/OR THE BOARD OF STANDARDIZATION OF THE CITY OF ST. LOUIS, MISSOURI TO REJECT ANY OR ALL BIDS, AND/OR MAKE THE FINAL DECISION IS EXPRESSLY RESERVED.**

**ALSO PREVAILING, ARTICLE XXV, SECTION 9 OF THE CITY CHARTER.**

**All contracts relating to city affairs shall be in writing signed and executed in the name of the city. In cases not otherwise provided by law or ordinance, they shall be made by the Comptroller and in no case by the Board of Aldermen or any committee thereof. Contracts not made by the Comptroller shall be countersigned by him/her, and all contracts shall be filed and registered by number, date and contents with the register.**

Revised 12/28/09

## **Right to Audit**

The Contractor's "records" shall be open to inspection and subject to audit and/or reproduction during normal business working hours. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after final payment or longer if required by law.

The Contractor's "records" as referred to in this Contract shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers, and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the Contract. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs as they apply to cost associated with this contract. Such records shall include any and all records that may have a bearing on matters of interest to the City in connection with the Contractor's work for the City to extent necessary to adequately permit evaluation and verification of:

Contractor's compliance with Contract requirements, compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

The Contractor shall require all payees (examples of payees include sub-contractors, insurance agents) to comply with provisions of this article by insertion of the requirements hereof in any contract between the Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Sub-Contractors and Sub-Contractors suppliers. Contractor will cooperate fully and will cause all Related Parties and all of Contractor's Sub-Contractors to cooperate fully in furnishing or in making available to City from time to time whenever requested in an expeditious manner any and all such information, materials, and data.

The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct such audits in compliance with this article.

If an audit inspection or examination in accordance with this article discloses overpricing or overcharges by the Contractor to the City, the Contractor shall pay such funds due to the City within 15 days after completion of the audit and written notice by the Supply Commissioner or designee. If disclosed overpricing or overcharges by the Contractor are in excess of one-half of one percentage (.5%) of the total contract billings, the reasonable actual costs of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to the Contractor.

## ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

**Section One.** Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

**Section Two.** The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

**Section Three.** The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

**Section Four.** No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

**Section Five.** Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

**Section Six.** Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and international trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

### Interpretations and Guidelines

**Section One:** "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

**Section Two (i)** This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

**(iii)** When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

**Section Three:** "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

**Section Four:** The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.