

BID PROPOSAL FOR: FOOD SERVICE – SUMMER FOOD

BID OPENING AT 12:00 NOON ON: THURSDAY, APRIL 12, 2012

BUYER: SHARON COLEMAN E-MAIL: colemans@stlouiscity.com PHONE NUMBER: 314-622-4596

TO THE SUPPLY COMMISSIONER, CITY OF ST. LOUIS, MISSOURI:

We the undersigned, in answer to your advertisement of MARCH 20, 2012 agree to furnish the City of St. Louis with the requirements of this bid proposal. The term of the contract will be 49 days from JUNE 4, 2012 – AUGUST 10, 2012. The contract will be subject to all conditions* listed, per the attached specifications, and at prices set forth on the pages of this bid proposal.

***ATTENTION: PLEASE NOTE ITEMS #7 & #12 ON THE ENCLOSED "INSTRUCTION TO BIDDERS". BIDS OR CONTRACTS WILL BE AWARDED BASED ON THE OFFICIAL SPECIFICATIONS PROVIDED BY THE SUPPLY DIVISION ONLY AND ANY RELATED ADDENDA. ALL INQUIRIES MUST BE IN WRITING (LETTER, E-MAIL OR FAX) ADDRESSED ONLY TO A SUPPLY DIVISION BUYER, THE DEPUTY SUPPLY COMMISSIONER OF SUPPLY COMMISSIONER.**

Firm Name: _____ Telephone Number: () _____
Address: _____ Fax Number: () _____
City: _____ State: _____ Zip Code: _____
Federal Identification Number: _____ Date Bid Submitted: _____

DO NOT WRITE BELOW THIS LINE (FOR CITY OF ST. LOUIS USE ONLY)

<u>BOARD OF STANDARDIZATION FOR CONTRACT USE ONLY</u>

Accepted:
Date: _____

Supply Commissioner, City of St. Louis

Accepted:
Date: _____

Comptroller, City of St. Louis

City Counselor, City of St. Louis

Register, City of St. Louis

COMPROLLER'S OFFICE DOCUMENT # _____



**Original
Invitation for Bid and Contract
SUMMER FOOD SERVICE PROGRAM**

SECTION A

Issued by:

Supply Commissioner
City Hall, Room 324
St. Louis, MO 63103

Opening Date:
Time:
Location:

Table of Contents		Pages	Attachments	Pages
Sections				
A.	IFB Contract Face Sheet	2-4	1. Site List	17-24
B.	Special Conditions	5	2. Menu Cycle and Food Specs	24-38
C.	Certification of Independent Price Determination	6	3. Required Meal Pattern	39-40
D.	Instruction to Bidder	7-8	4. Certifications	41-45
E.	Scope of Services	9-10	5. MBE/WBE Participation	46-48
F.	Unit Price Schedule	11	6. Living Wage Ordinance	
G.	General Conditions	12-13		
H.	General Provisions	14-16		

Amount of bid – Total

\$ _____

This document contains an invitation for bid for furnishing of unitized meals to be served to children participating in the Summer Food Service Program, established by the United States Department of Agriculture (7 CFR Par 226) through contract with the Missouri Department of Health Bureau of Nutrition and Child Care Programs, and further, sets forth terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the City of St. Louis.

Firm name and address:

Name _____

Street Address _____

City, State, Zip _____

Signature _____

Print or Type Name of Bidder _____

Title _____ Date _____

Acceptance:

Date _____

Supply Commissioner

Director, Human Services

City Register

Youth and Family Services Prog. Mgr.

City Counselor

President of Board of Public Service

Comptroller

Bid Proposal

Bid Proposal For Meals: Summer Food Service Program

Bid Opening: _____

To: The Supply Commissioner, City of Saint Louis, Missouri

We, the undersigned, in answer to your advertisement agree to furnish the City of St. Louis Department of Human Services, Youth and Family Services Division, with the meal service for a period of forty-nine days (49), Monday through Friday June 4, 2012 through August 10, 2012 (no service July 4, 2012) subject to all conditions listed herewith, and at prices set forth on the pages of the proposal.

\$ _____, Breakfast Price per Meal Unit

\$ _____, Lunch Price per Meal Unit

Bids not to exceed:

Breakfast Price per Unit Meal \$1.50

Lunch Price per Unit Meal \$2.69

Firm Name: _____

Division of: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax Number: _____

Federal Identification Number: _____

Date of Bid: _____, 2012

Section B

Special Conditions

A risk ceiling, not to exceed \$50,000 for Sponsor disallowed meal costs at sites; e.g. meals served to participants outside of the approved regulations specified by the Missouri Department of Health, or meals that are not served to program participants, shall be specified by the Missouri Department of Health and Senior Services, or meals that are not served to program participants, shall be incorporated into the unit price contract. Contractor disallowed meal costs are not included in said risk ceiling.

Contract Language for Text-File

The food service management entity is to provide or cause to be provided a fully detailed comma separated value file of the delivery tickets for each separate month of operation. The medium used to deliver the file must be electronic file. A hard copy of the file described can not be supplied in lieu of the electronic file. The file is to be submitted to the Department of Human Services at or about the end of each month. The following fields are required to be contained in the file: the date of actual delivery, the location of delivery, the ID number assigned to the location of delivery by the Department of Human Services, the count of meals delivered, the type of meal delivered, i.e. breakfast, lunch.

Original
CERTIFICATION OF INDEPENDENT
PRICE DETERMINATION

SECTION C

- a) By submission of this bid, the bidder certifies that in connection with this procurement;
- 1) The price in this bid has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to official 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 or she is the official in the bidder's organization responsible for the unit price offered herein, and certifies (a) (1) through (a) (3) above.

Signature of Food Service Management Company's Authorized Official

Title

Date

In accepting this bid, the Sponsor certifies that the Sponsor's officers, employees or agents have not taken any action which may have jeopardized the independent bid referred to above.

Signature of Authorized Sponsor Representative

Date

SECTION D

1. Instruction to Bidder-Definitions

- a) The term “*Invitation for Bid*” hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of the Summer Food Service Program, the IFB becomes the contract upon acceptance.
- b) The term “*bid*” means a bid to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- c) The term “*Sponsor*” means The City of St. Louis, Department of Human Services, Youth and Family Division.
- d) The term “*Bidder*” means a food service management company submitting a bid in response to this IFB.
- e) The term “*Contractor*” means a successful bidder who is awarded a contract by the City of St. Louis under the National School Lunch/Breakfast Program, under U.S. Department of Agriculture, through the State of Missouri Department of Health and Senior Services.
- f) The term “*Meal*” means a pre-determined portioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, in accordance with Schedule B.
- g) The term “*SFSP*” refers to the Summer Food Service Program.
- h) The term “*Site*” means a site in the community that receives meals.
- i) Other terms shall have the meaning ascribed to them in the National School Lunch/Breakfast Program Regulations.

2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, sections, attachments, terms, and conditions of the IFB.
- b) Bids shall be submitted in triplicate. If accepted, this IFB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award.
- c) A copy of a current state or local health certificate for the food preparation facilities to be used shall be submitted with the bid.

3. Explanation of Bidders

Any questions with regards to this IFB, must be requested in writing and submitted at the pre-bid conference. Any information given to a perspective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB.

4. **Evaluation of Bidders**

Each Bidder will be evaluated on price and the following factors:

- a) Financial capability to perform a contract of the scope required.
- b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety and sanitation standards. Other factors such as transportation capability, sanitation, and packaging may be considered.
- c) Previous experience of the Bidder in performing services similar in nature and scope.

5. **Time for Receiving Bids**

Sealed bids shall be deposited at the office of the Supply Commissioner so specified, no later than the exact time and date indicated. Bids received prior to the time opening will be secured and filed unopened by the Supply Commissioner until the bid opening.

6. **Award of Contract**

- a) The 2012 SFSP contract will be awarded to the bidder whose bid will be most advantageous to the Sponsor. Consideration may also be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial and technical resources.
- b) The City of St. Louis reserves the right to reject any or all bids.

7. **Withdrawal of Bids**

- a) A bid may be withdrawn in person by a bidder or his authorized representative, if the withdrawal is made prior to the exact time set for opening of bids.

SECTION E

SCOPE OF SERVICES

1. **Deliveries** - The Contractor agrees to deliver meals including milk to the locations set out in the Attachment 1, attached hereto and made a part of this contract, subject to the terms and conditions of this solicitation.
2. **USDA Requirement** - All meals furnished must meet or exceed U.S. Department of Agriculture (USDA) Summer Food Service Program requirements (7CFR Part 225) set out in Attachment 3, attached hereto and made a part of this contract.
3. **Food Production Record** - The Bidder must maintain food production records for the Sponsor to verify adequate quantities of food are being prepared to satisfy minimum portion standard as stipulated by the U.S.D.A.-SFSP for all children participating in the SFSP. Production records should be provided to the Sponsor on a bi-weekly basis. The production records should include the following: 1.) The food item used. 2.) The amount of food prepared. 3.) The actual number of children served. 4.) The method of measurement and Child Nutrition (CN) label (reference Section G, 4 Record Keeping).
4. **Contract Period** - The Contractor shall furnish meals as ordered by the Sponsor during the forty-nine day period of June 4, 2012 through August 10, 2012. Meals to be served five days per week, except for July 4, 2012. The Supply Division shall have the discretion to renew contract for any additional year(s).
5. **Unit Price** - The unit price shall be for unitized meals as specified on the menus described in Attachment 2. All Bidders must submit bids on the same menu cycle provided by the Sponsor. Unit pricing must include the price of food, milk, packaging, transportation, condiments, and utensils.
6. **Range of Serving is Estimated** - The range of service is estimated for the number of sites and participants to be served during the operating period. The Sponsor reserves the right to modify orders for more or less meals than estimated in the contract. The Contractor will be paid at the unit price rate for the number of meals actually delivered each day, by meal type.
7. **Meal Orders** - The Sponsor will order meals on Thursday of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week, and will include breakdown totals for each site and each type of meal. The Sponsor reserves the right to increase or decrease the number of meals ordered on twenty-four hour notice, or as mutually agreed upon between the Sponsor and the Contractor.
8. **Menu-Cycle Change Procedure** - Meals shall be delivered on a daily basis in accordance with the Menu Cycle, which appears in Attachment 2. Changes in this menu cycle shall be permitted only with authorization of the Sponsor. When a situation exists which may prevent the Contractor from delivering a specific meal component, the Contractor shall notify the Sponsor immediately of any proposed substitutions. The Sponsor reserves the right to order menu

changes within the scope of the Contractor's base food cost if food items ordered has serving, storage or consumption problems.

9. **Non-compliance** - The Sponsor reserves the right to inspect food products used for this program and determine the quality of food delivered. The Sponsor may reject meals, which do not comply with program requirements, or specifications of the contract. The Contractor shall not be paid for unauthorized menu changes or incomplete meals, meals not delivered within the specified delivery time periods, and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain replacement meals from other sources (at Contractor's expense) if Contractor's meals are rejected for the above stated reasons. The Sponsor shall notify the Contractor in writing as to the number of meals rejected and reasons for rejection.

10. Specifications:

- a) **Packaging** - Unitized meals may be delivered in two packages; the entrée or cold portion component may be separated from other food items. All other food items utensils and condiments shall be packaged together. All food items shall be packaged in leak proof, non-toxic containers. The cold portion container and overlay should be leak proof plastic and non-toxic. Each carton shall be labeled. Labels are to include the processor's name and address, meal type, date of production, quantity of individual units per carton, and food components. Meals shall be delivered with corresponding non-food items i.e. condiments, and utensils, as listed on menus in Attachment 2.
- b) **Food Preparation** - Meals shall be prepared under properly controlled temperatures, and sanitary conditions.
- c) **Food Specifications** - Bids are to be submitted on the menu cycle included as Attachment 2, and shall include the portions specified by the U.S. Department of Agriculture, SFSP (7 CFR, PART 226) for each meal included in Attachment 2. All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under the U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery. To insure wholesomeness and quality, packaged food items such as sandwiches and other meat product items must originate from a USDA inspected facility with an USDA inspection number provided.
- d) **Product Specifications** - Milk and milk products are defined as "fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet state and local standards for such milk..." Milk delivered under this contract shall conform to those specifications.

SECTION F

UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Bidder are asked to submit prices on the following meal types meeting the contract specifications set forth in Attachment 2, in the estimated quantities be delivered to sites stated in Attachment 1.

Meal Type	Est. Quantities Meals per day	Est. No of Operating Days	Est. Total (meals)	Unit Price (To be inserted by Vendor)	Est. Total (Food Cost inserted by Vendor)
Breakfast	1,720	49	84,280	\$ _____	\$ _____
Lunch	2,492	49	122,108	\$ _____	\$ _____

\$ _____
Total Amount of Bid

*The actual number of meals served during the 2011 SFSP – 49 days of operation:

	June	July	August	Total
Breakfast	37,109	38,993	8,175	84,277
Lunch	53,015	56,993	12,085	122,093

SECTION G

GENERAL CONDITIONS

1. **Delivery Requirements:**

- a) The Contractor will make delivery to each site in accordance with the order from the Sponsor.
- b) Meals are to be delivered daily and placed by the Contractor's personnel at the location specified prior to the serve time indicated on the Attachment 1.
- c) The Contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration shall be provided during delivery of all food to ensure the wholesomeness of food in accordance with state and local health codes. Meals are to be delivered at temperature of 33 to 41 degrees Fahrenheit.

2. **Meal Adjustment** - Due to inclement weather the total number of meals ordered on certain days may be adjusted downward and some site cancellations may be unavoidable. In such instances, the Sponsor reserves the right to make adjustments/cancellations up to 10:00 a.m. on the scheduled delivery date. Under these circumstances, the excess meals prepared by the vendor may be delivered on the following day. It is expected that leftover meals will be delivered to those sites that were closed the day prior in order to avoid duplication of the menus. The Sponsor reserves the right to add or delete the number of centers to be served. This shall be done by amendment to the Attachment 1. Electronic transfer is the preferred method of communication between the sponsor and vendor.

3. **Supervision and Inspection** - The Contractor shall provide management supervision at all times and maintain constant quality control inspection to check for portion size, appearance, and packaging in addition to the quality of products.

4. **Record Keeping** - Delivery tickets must be prepared by the Contractor in triplicate: One copy for the Contractor --- One copy for each Site --- One copy for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designated site representatives trained by the Sponsor will check the accuracy of meal counts and components before signing the delivery tickets. Invoices shall be accepted from the Contractor only if signed by the staff at each site. The Contractor shall maintain records supported by delivery tickets, purchase orders, production records, or other evidence for inspection to support invoices for services. The books and records of the Contractor pertaining to this contract shall be available for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits by representatives of the U.S. Department of Agriculture, Missouri Department of Health and Senior Services, the Sponsor and the Comptroller General. The Contractor must provide written documentation of method of measurement and Child Nutrition (CN) Label when applicable. These items must be submitted with production records.

5. **Method of Payment** - The Contractor shall submit itemized invoices to the Sponsor monthly. Each invoice shall give a detailed breakdown of the number of meals by type, delivered to each site during the preceding month. Payment will be made at the unit price specified in the contract.

6. **Inspection of Facility** - The Sponsor, the City of St. Louis Health Department, the Missouri Department of Health and Senior Services, and the USDA reserve the right to inspect the Contractor's facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals. The Contractor's facilities shall be subjected to periodic inspections by the USDA, State and local health departments or any other agency designated to inspect meal quality for the USDA. This will be accomplished in accordance with USDA regulations. The Contractor shall provide meals for inspection by the local health department or other regulatory agency when requested.
7. **Menu/Production Records** - The production record documents, at a minimum include: the menu, the amount of food planned, the number of children served, portion size of each food item and the total weight or amount of the food items used to prepare the menu. The Contractor shall maintain all production records including the use and amount of commodities for a period of three years from the close of the program.
8. **Insurance** - The successful Bidder shall maintain Workman's Compensation Insurance as prescribed by the laws of the State of Missouri. Comprehensive Bodily Injury and Property Damage Insurance shall include Liability and Products Liability Insurance in addition to bodily injury and property damage caused by automobiles within limits for injury or death of any one person and/or for injury or death of two or more persons in any one accident set at no less than the minimum rates established by the State of Missouri.
9. **Availability of Funds** - The City of St. Louis shall have the option to cancel the contract if the federal government or State of Missouri withdraws funds to support the Summer Food Service Program. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be fiscally responsible only for meals that have already been assembled and delivered in accordance with this contract.
10. **Emergencies** - In the event of unforeseen delays or interruption of services, the Contractor shall immediately notify the Sponsor by telephone or facsimile of the impossibility of an on-time delivery, the circumstances precluding delivery, and any succeeding deliveries to be effected.
11. **Termination** - The City of St. Louis reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The City of St. Louis shall notify the Contractor and Surety Company, if applicable, of specific instances of noncompliance in writing. Under such instances where the Contractor has been notified of noncompliance to the terms of the contract, and has not taken immediate corrective action, the City shall have the right, upon written notice, of immediate termination of the contract and the Contractor or surety company, if applicable, shall be liable for any damages incurred by the City. In the event this contract is terminated the City shall be entitled to pursue remedies against the Contractor as it may pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
12. **Subcontracts and Assignments** – Food service management companies may not subcontract with another company for the total meal (with or without milk) or for assembling of the meal subcontracting is prohibited because it inflates costs and lessens the sponsor's control over the quality and supply of the meals.

SECTION H

GENERAL PROVISIONS

Equal Opportunity - The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, CH. 60). During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin or veteran's status.
- b) Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- c) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, national origin or veteran's status.
- d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or worker's representative of the Contractor's commitment under this Equal Opportunity clause, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- e) The Contractor will comply with all provision of Executive Order No. 11246 of September 24, 1965, as amended by rules and regulations and relevant orders of the Secretary of Labor.
- f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

Clean Air and Water - The Contractor agrees as follows: To comply with all requirements of section 114 of the Clean Air Act, as amended (41 USC 1857c, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. Seq., as amended by Public Law 92-500), respectively, information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively and all regulations and guidelines issued thereunder before the award of this contract.

- a) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protective Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until EPA eliminates the name of such facility or facilities from such listing. To use its best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- b) To insert the substance of the provisions of this clause in any non-exempt subcontract, including this paragraph (a)(4).
- c) The term "*Air Act*" means the Clean Air Act, as amended (41 USC 1857 et seq., as amended by Public Law 91-604).
 - 1) The term "*Water Act*" means Federal Water Pollution Control Act, as amended (41 USC 1251 et seq., as by Public Law 92-500).
 - 2) The term "*Clean Air Standards*" means any enforceable rules, regulations, guideline, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Clean Air Act (24 USC 1857c-5(d), an approved implementation procedure or plan under section 11 (c) or section 111 (d), of the Air Act (42 USC 1857c-7 (d)).
 - 3) The term "*Clean Water Act Standards*" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued or discharged by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).
 - 4) The term "*Compliance*" means compliance with clean air or water standards. Compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the EPA or an Air or Water Pollution Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
 - 5) The term "*Facility*" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontractor. Where a location or site of operations contains or includes more than one building, plant installation, or structure, the entire location, or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determine that independent facilities are co-located in one geographical area.

The Bidder certifies as follows:

- (a) Any facility to be utilized in the performance of this proposal contract which has been listed on the Environmental Protection Agency List of Violating Facilities must be disclosed.
- (b) Bidder will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Officer of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility proposed for use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (c) Bidder will include substantively this certification, including this paragraph in every non-exempt subcontract.

Energy Policy and Conservation Act (P.L.94-163)

Institutions shall insert mandatory standards and policies relating to energy efficiency conservation plan issued in compliance with P.L. 94-163.11y.

ATTACHMENT 1

Attached is the 2011 Summer Food Service site list. A revised site list for 2012 will be provided when site enrollments are completed.

2011 sfsp site list

Regular Sites	Site #	Zip Code	Site Name	Address	Phone	Site Supervisor	B	amt B	Serve time	L	amt L	Serve time	Dates of Operation	Days of Op
	100	63113	Asbury United Methodist Church	4000 Maffitt	825-1095	Ivan James	x	50	8:00-9:00	x	50	12:00-1:00	06/06/11-08/12/11	M-F
	101	63115	Ashland Elementary School	3921 North Newstead	244-1707	Veronica Young	x	50	9:00-10:00	x	50	12:00-1:00	06/06/11-06/30/11	M-F
	102	63104	Beloved Community UMC	3115 Park Avenue	771-7703	Jacqueline Williams	x	35	8:30-9:30	x	35	11:45-1:00	06/13/11-07/08/11	M-F
	103	63132	Bridges to Success	8675 Olive Blvd.	395-7101	Kristen Stege	x	15	12:00-1:00	x	15	12:00-1:00	06/13/11-08/12/11	M-F
	104	63104	Buder Center	2900 Hickory	664-0327	Robert Rutherford	x	80	9:30-10:30	x	80	12:00-2:00	06/13/11-07/29/11	M-F
	105	63120	Camp D Mc D	5341 Emerson	868-7900	Rochelle Madison	x	25	8:00-9:00	x	50	11:30-12:30	06/06/11-08/12/11	M-F
	106	63139	Camp Hillside	3150 Sublette	644-3100	Cheryl Roe	x	45	7:00-8:00	x	100	11:00-12:00	06/06/11-08/12/11	M-F
	107	63111	Carondelet Park Rec Complex	930 Holly Hills	768-9622	Lindsey Lewis	x	130	8:00-9:00	x	130	11:30-12:30	06/06/11-08/12/11	M-F
	108	63106	Carr Square T.O.O.L.S.	1629 Biddle	231-0757	Niesha Smith	x	70	8:30-9:00	x	70	12:00-1:00	06/06/11-08/12/11	M-F
	109	63118	Cherokee Rec Center	3200 South Jefferson	664-0582	Tom Zych	x	50	9:00-10:00	x	50	12:00-1:00	06/13/11-07/29/11	M-F
	110	63136	Children on the Move	2469 St. Cyr Road	867-4200	Terrie Porter	x	100	8:30-9:30	x	100	11:30-12:30	06/06/11-08/12/11	M-F
	111	63130	Christ Church - The Wayfarer's Inn	6363 Olive Blvd.	402-5814	Doanita Simmons	x	50	7:30-8:30	x	50	12:30-1:30	07/11/11-07/22/11	M-F
	112	63104	Compton Hill M.B. Church	3141 LaSalle	771-7971	Elmus Miller	x	100	5:00-6:00	x	100	5:00-6:00	07/25/11-08/05/11	M-F
	113	63112	Connect Care West Annex	5535 Delmar	446-8216	Scott Emerson	x	40	9:00-10:00	x	40	12:00-1:00	06/13/11-07/29/11	M-F
	114	63115	Cote Brilliance Presbyterian Church	4673 Labadie	381-2770	Mary Newbern-Willid	x	50	9:30-10:30	x	50	12:00-1:30	07/05/11-08/12/11	M-F
	115	63103	Craft Alliance Camp	501 North Grand Blvd.	534-7528	Susan Yates	x	30	12:00-12:45	x	30	12:00-12:45	06/13/11-06/17/11	M-F
	446	63106	Deborah M.B. Church	2601-05 Heward Street	745-1229	Waiker-Ford	x	50	9:00-10:00	x	50	12:00-1:00	06/06/11-08/4/244	M-F
	117	63147	Dianna Halk Place	958 Canaan	869-3518	Dianna Halk	x	10	8:00-9:00	x	15	11:30-12:30	06/15/11-08/10/11	M-F
	118	63111	Dover Christian Church	701 Dover Place	448-9333	Linda James	x	30	9:00-10:00	x	125	11:30-12:30	06/22/11-08/12/11	M-F
	119	63112	E.N.E.R.G.Y. 2011 #1	1905 Arlington Avenue	385-2950	Shanna Harvey	x	50	7:30-8:30	x	90	12:30-1:00	06/06/11-08/12/11	M-F
	120	63130	Firm Foundation Tutoring	1483 82nd Street	898-6395	Leia Jackson	x	30	12:30-1:00	x	30	12:30-1:00	06/13/11-07/13/11	M-T-W-R
	121	63116	Firm Foundation Tutoring South	3502 Grace Avenue	585-0581	Elle Murphy	x	30	10:00-11:00	x	30	1:00-2:00	06/13/11-07/13/11	M-T-W-R
	122	63135	Fresh Anointing House of Prayer	511 Airport Road	438-0904	Darriell McKeithen	x	30	8:30-9:00	x	30	12:00-1:00	06/06/11-08/12/11	M-F
	123	63112	Friendship Baptist Church	5597 Etzel Avenue	383-8408	Delores Grice	x	30	8:30-9:00	x	30	12:00-1:00	07/25/11-07/29/11	M-F
	124	63118	Full Life Apostolic Temple	4058 South Grand Blvd.	546-5638	Jennifer Wilson	x	30	9:00-10:00	x	50	11:00-1:00	06/07/11-08/11/11	T-W-R
	125	63106	Gamble Center	2907 Gamble Street	531-0505	Brenda Spain	x	80	9:00-10:00	x	100	12:00-1:00	06/13/11-07/29/11	M-F
	126	63104	Gene Slay's Boys Club STL	2524 South 11th Street	772-5661	Prescott Benson	x	150	8:15-9:15	x	150	12:20-2:00	06/06/11-08/12/11	M-F
	127	63121	Girl Inc.	3801 Nelson Drive	385-8088	Brittany Gates	x	400	7:00-7:45	x	400	11:30-12:30	06/06/11-07/29/11	M-F
	128	63115	God's House of Holiness	4101 Labadie Avenue	875-9194	Mary Watson	x	50	8:00-9:00	x	50	11:30-1:00	06/06/11-08/12/11	M-F
	129	63112	Harambee Youth Training	1142 Hodiament Avenue	973-5622	Bridgett Sykes	x	72	8:30-9:30	x	72	12:30-1:30	06/06/11-07/29/11	M-F
	130	63107	Holy Trinity School	1435 Mallinckrodt	231-9014	Pamela McClucas	x	50	7:30-8:30	x	50	11:30-12:30	06/06/11-08/05/11	M-F
	131	63107	Hyde Park Outreach	3820 North 14th Street	621-6553	Beverly Howard	x	25	8:00-8:30	x	25	11:45-12:30	06/27/11-07/29/11	M-F
	132	63112	Jazzy Jewels	6113 Ridge	382-9434	Lillian Brew	x	50	7:30-8:30	x	50	11:30-1:30	06/06/11-08/12/11	M-F
	133	63135	JC's Home Health Care	1442 Chambers Road	524-3738	Janice Ward	x	100	8:00-9:00	x	100	11:30-1:30	06/06/11-08/12/11	M-F
	134	63107	Joshua House of Ministries	3934 North 20th Street	956-6623	Sharon Spaulding	x	30	9:00-10:00	x	30	12:00-1:00	06/06/11-08/05/11	M-F
	135	63115	Kossuth COGIC	3801 Clarence	652-4163	Marian McComb	x	25	9:00-10:00	x	25	12:00-1:00	06/13/11-08/12/11	M-F
	136	63121	Leonard M.B. Church	1100 North Compton	385-0139	Ruby Dean	x	60	6:00-7:00	x	60	6:00-7:00	07/11/11-07/14/11	M-T-W-R
	137	63106	Life Victory Center BAE	2922 North Grand	372-5587	Betty Randal	x	50	9:00-10:00	x	50	12:00-1:00	06/06/11-08/12/11	M-F
	138	63113	LMW Learning Center	1500 North Union	361-9200	Jay James	x	35	8:30-9:30	x	35	12:00-1:00	06/20/11-08/12/11	M-F

2011 sfsp site list

Regular Sites	Site Zip Code	Site Name	Address	Phone	Site Supervisor	B	amt E	Serve time	L	amt L	Serve time	Dates of Operation	Days of Op
139	63112	Make A Difference Center	5935 Horton	862-4906	Danielle Carter	x	40	8:30-9:30	x	40	12:00-1:00	06/06/11-08/12/11	M-F
140	63118	Marquette Rec Center	4025 Minnesota	351-1250	Debra Craig	x	75	9:00-9:30	x	75	12:30-1:30	06/13/11-07/29/11	M-F
141	63115	Mathew Dickey Boys & Girls Club	4245 North Kingshighway	382-5952	Marnice Dorsey	x	250	8:00-9:00	x	250	11:45-1:30	06/06/11-07/29/11	M-F
142	63110	Midtown Catholic Charities	534-1180 South Boyle	534-1180	Joyce Pachak	x	110	8:45-9:15	x	110	12:00-1:00	06/20/11-07/29/11	M-F
143	63112	Monsanto YMCA	5555 Page	367-4646	Sharon Holbrook	x	85	7:30-8:30	x	100	11:45-12:45	06/06/11-08/12/11	M-F
144	63130	Mt. Gideon	6506 Etzel	862-2762	Sharon Lofton	x	85	8:30-9:30	x	85	11:30-1:30	06/06/11-08/12/11	M-F
145	63120	Mt. Ivory M.B. Church	4111 Goodfellow	888-2504	Tanya Jones	x	50	8:00-9:00	x	75	12:00-1:00	06/06/11-08/05/11	M-F
146	63133	National Memorial COGIC	6802 Primrose Avenue	630-2857	LaPresha Mastin	x	30	9:00-10:00	x	30	12:00-1:00	06/07/11-08/12/11	M-F
147	63112	New Beginnings Adolescent Program	3901 North Union	367-8989	Clarissa Cobb-Fritz	x	20	3:30-4:30	x	20	3:30-4:30	06/06/11-08/12/11	M-F
148	63112	New Maccodian Baptist	1354 Semple	522-1109	Geraldine Anthony	x	30	8:00-9:00	x	30	12:00-1:00	06/06/11-08/12/11	M-F
149	63115	New Sunny Mount	4638 West Florissant	556-3319	Lynette Williams	x	100	7:00-8:00	x	100	11:00-12:00	06/06/11-07/29/11	M-F
150	63112	Noah's Ark	5544 Dr. M.L. King Drive	367-9700	Phyllis Jones	x	30	8:30-9:30	x	50	12:00-1:00	06/06/11-08/12/11	M-F
151	63113	Northside Community Center	4120 Maffitt Avenue	723-3069	Rusoun Belue	x	20	9:00-10:00	x	20	12:00-2:00	06/13/11-08/05/11	M-F
152	63113	OIC of the Midwest	5170 Dr. M. L. King Drive	561-8508	Linda Price	x	220	10:00-11:00	x	220	12:00-1:00	06/13/11-08/12/11	M-F
153	63112	People's Health Center - Central	5701 Delmar	761-5732	Rosalyn Fulton	x	100	10:30-12:30	x	100	10:30-12:30	08/05/11-08/05/11	Fri
154	63033	People's Health Center - North	11642 West Florissant	761-5732	Rosalyn Fulton	x	100	10:30-12:30	x	100	10:30-12:30	08/06/11-08/06/11	Sat
155	63143	People's Health Center - West	7200 Manchester	761-5732	Rosalyn Fulton	x	100	10:30-12:30	x	100	10:30-12:30	08/03/11-08/03/11	Wed
156	63136	Praise Tabernaacle Christian-Academy	8804 Gezens Avenue	868-8029	Darlene-Cassea	x	40	7:15-8:15	x	40	11:00-12:00	06/14/11-07/29/11	M-F
157	63116	Prophecy M.B. Church	3404 Roger Place	766-6145	Rosemary Dukes	x	45	9:00-10:00	x	45	12:00-1:00	06/06/11-08/12/11	M-F
158	63112	Saint Fellowship	1101 North Skinner	721-5671	Sharon White	x	50	10:00-10:30	x	50	12:00-1:00	06/06/11-08/12/11	M-F
159	63110	Saint Louis Science Center	4970 Oakland Avenue	448-3567	Hannah Weitzel	x	60	12:00-12:30	x	60	12:00-12:30	06/06/11-08/05/11	M-F
160	63113	Salvation Army Euclid	2618 North Euclid	531-5621	Cynthia Williams	x	30	12:00-1:00	x	30	12:00-1:00	06/13/11-08/04/11	M-T-W-R
161	63108	Samaritan United Methodist Church	4234 Washington Blvd.	533-3916	Nora Jones	x	25	12:00-1:00	x	25	12:00-1:00	06/06/11-06/30/11	M-F
162	63115	Sanctuary	4449 Redbud	769-9000	Starr Meek	x	50	9:00-10:00	x	50	12:00-2:00	06/06/11-08/12/11	M-F
163	63113	Scruggs Memorial CME Church	3680 Cook Avenue	435-0832	John H. Smith	x	25	9:00-10:00	x	25	12:00-1:00	06/13/11-08/12/11	M-F
164	63121	Sister Fix It Helping Hand Ministry	6818 Myron Avenue	383-2192	Cornelia Jackson	x	200	9:30-10:30	x	200	12:30-2:00	06/06/11-08/12/11	M-F
165	63112	SLHA - Anapata Summer Circle	1033 Whittier	286-4342	William Kelley	x	60	8:30-9:30	x	60	12:00-1:00	06/13/11-07/29/11	M-F
166	63112	St. Augustine	1371 Hamilton	283-6370	Frank Mosley	x	25	9:00-10:00	x	25	12:00-1:00	07/18/11-08/12/11	M-F
167	63103	St. Louis Artworks - Centene Center	3547 Olive Street, Ste. 280	289-4188	Claire Wolff	x	40	9:00-10:00	x	40	12:00-2:00	06/13/11-07/22/11	M-F
168	63111	St. Louis Full Gospel Holy Temple	7323 South Broadway	599-3626	Danielle Shaw	x	30	8:00-9:00	x	30	11:00-1:00	06/06/11-08/12/11	M-F
169	63120	St. Mathews Church	5403 Wren Avenue	723-6206	Nicole Carter	x	300	7:45-8:45	x	300	11:45-12:45	06/06/11-08/05/11	M-F
170	63113	Tandy Center	4206 Kennerly Avenue	652-5131	Joshua Beeks	x	35	9:00-10:00	x	50	12:00-1:00	06/13/11-07/29/11	M-F
171	63106	The Rhema Church	2233 Cass Avenue	436-4567	Michael Owens	x	50	9:00-10:00	x	50	12:00-2:00	06/07/11-08/11/11	T-W-R
172	63118	The Salvation Army - Temple Corp	2740 Arsenal Street	771-3460	Stephen Diaz	x	50	8:45-9:45	x	50	11:45-12:30	06/13/11-08/05/11	M-F
173	63147	Trinity Full Gospel	8229 North Broadway	389-8777	Jacqueline Rainey	x	30	7:30-8:30	x	30	11:30-12:30	06/06/11-08/12/11	M-F
174	63115	UCM Vacation Bible Camp	4492-96 Bircher Blvd	750-7383	Rev. Bernard Brown	x	30	8:30-9:10	x	30	12:15-12:50	07/18/11-07/22/11	M-F
175	63115	Wesley House Association	4507 Lee Avenue	385-1000	Jimmie Calmese	x	60	8:00-9:00	x	65	11:30-1:00	06/13/11-08/05/11	M-F
176	63113	Wohl Center	1515 North Kingshighway	367-2292	Dana Moorehead	x	125	9:00-10:00	x	130	12:00-1:00	06/13/11-07/29/11	M-F
177	63115	Yeatman Liddell Middle School	4265 Athlone Avenue	261-8132	Melvin Williams	x	150	8:00-8:30	x	150	12:00-1:00	06/13/11-07/08/11	M-F

2011 sfsp site list

Regular Sites	Site/Zip Code	Site Name	Address	Phone	Site Supervisor	B. amt	E. Serve time	L. amt	L. Serve time	Dates of Operation	Days of Op
178	63106	Youth & Family Center	818 Cass Avenue	229-6110	Viola Oden	x	50 8:30-9:00	x	75 12:00-1:00	06/06/11-08/12/11	M-F
179	63108	Youth Learning Center	4471 Olive Street	531-9916	Lindell Kent	x	80 7:00-8:00	x	80 11:00-12:30	06/06/11-07/15/11	M-F
180	63118	YWCA @ St. Francis Cabrini	3027 Oregon	330-4246	Sandy Webb	x	25 7:30-8:30	x	25 11:00-1:00	06/06/11-07/29/11	M-F
181	63106	Harambee Carver House	3035 Bell	768-0676	Vernette Johnson	x	40 8:30-9:30	x	40 12:30-1:30	06/13/11-08/05/11	M-F
182	63113	St. Teresa Bridget Church	2401 N. Grand	402-1493	Lisa Smith	x	80 8:00-9:00	x	80 12:00-1:00	06/13/11-07/22/11	M-F
183	63113	E.N.E.R.G.Y. 2011 #2	1902 Union Blvd	367-5054	Kristyna Porter	x	40 7:00-8:00	x	40 11:30-1:30	06/06/11-08/12/11	M-F
184	63104	Mt. Zion M.B. Church	1444 S. Compton Ave	776-3888	Lonna Brown-Miller	x	50 8:00-9:00	x	50 11:00-12:00	06/13/11-08/05/11	M-F
185	63147	Extended Hands Ministry	8735 Goodfellow Blvd	368-5458	Yolanda Hoffman	x	50 10:00-11:00	x	50 1:00-2:00	06/06/11-08/12/11	M-F
186	63115	Project Uplift Summer 2011	4730 Margaretta Ave.	956-8724	Cheryl Irby	x	50 8:00-9:00	x	50 12:00-1:00	06/06/11-07/29/11	M-F
187	63108	Temple of God Spiritual Church	4702 Olive	830-2315	Joanie Paxton	x	60 9:00-10:00	x	60 12:00-1:00	06/06/11-07/01/11	M-F
188	63110	Lighthouse Free Methodist	1218 Tower Grove	534-0465	Jennifer Bourrage-Scott	x	30 8:00-9:00	x	30 12:00-2:00	06/06/11-08/12/11	M-F
189	63106	Camp Classical	2012 Dr. M.L. King	276-8478	Jarred Moore	x	100 8:00-9:00	x	30 11:30-1:30	06/13/11-08/12/11	M-F
190	63120	All About Children	5572 Natural Bridge	706-6486	Shaunae McPherson	x	25 8:00-9:00	x	25 11:45-12:45	06/06/11-08/12/11	M-F
191	63107	Torchlight Ministries of St. Louis	3200 Natural Bridge	531-0331	Janiece Hardiey	x	40 7:30-8:30	x	40 11:00-12:30	06/13/11-08/12/11	M-F
192	63133	Mt. Beulah M.B. Church	7823 Racine Drive	727-1202	B.L. Shields	x	30 7:30-8:30	x	45 11:00-12:00	06/13/11-08/12/11	M-F
193	63107	Herbert Hoover Boys & Girls Club	2901 North Grand	335-8105	Reggie Jones	x	150 7:30-8:30	x	400 11:00-1:00	06/13/11-08/05/11	M-F
194	63106	Prince of Peace Children Church	2741 Dayton	531-1762	Ann Roy	x	50 9:30-10:30	x	80 6:30-8:00	06/12/11-08/10/11	Sun & Wed
195	63118	Metro Christian Worship Center	3452 Potomac Avenue	972-4729	Gerl Zimmerman	x		x	100 11:30-12:30	07/25/11-07/29/11	M-F
196	63120	Better Family Life Community Outreach	6017 Natural Bridge	381-8200	Errol Bush	x	25 9:00-10:00	x	25 12:00-12:30	06/27/11-07/29/11	M-F
197	63136	God's Ministry	10325 Earl Drive	868-8082	Deborah Johnson	x	50 9:00-9:30	x	50 12:00-1:00	06/13/11-08/12/11	M-F
198	63110	Herbert Hoover @ Adams Park	4317 Vista Avenue	633-7900	Renee Bell	x	75 7:30-8:30	x	100 12:00-1:00	06/13/11-08/05/11	M-F
199	63115	Little Feet For Socks	5074 Union Blvd.	313-9399	Janel McCoy	x	20 9:00-10:00	x	25 11:30-1:30	06/13/11-08/12/11	M-F
200	63134	Precious Days	8119 Airport Road	651-1805	Tylisha Johnson	x	60 7:30-8:30	x	60 11:30-1:30	06/13/11-08/12/11	M-F
201	63113	Terri's Kids	4753 Lewis Place	532-0808	Terri Hill	x	35 8:00-9:00	x	35 11:00-1:00	06/15/11-08/12/11	M-F
202	63113	Greater Ville Neighborhood Alliance	1911 Taylor	533-4100	Dee Wilson	x	15 8:30-9:30	x	20 11:30-1:30	06/14/11-08/12/11	M-F
203	63115	Shreve Neighborhood	4008 Shreve	583-4153	Natalie Hill	x		x	30 3:00-4:00	06/29/11-08/12/11	M-F
204	63113	St. Louis Artworks - Ranken	4431 Finney Avenue	243-3893	Donica England	x	34 9:00-10:00	x	34 12:00-2:00	06/14/11-07/22/11	M-F
205	63138	Resurrection Life Christian Center	1651 Redman Road	741-0524	Francis Davis	x	60 9:00-10:00	x	60 12:30-1:30	06/20/11-07/29/11	M-F
206	63112	Little Feet for Socks Enrichment Center	5721 Enright	337-8983	Angel Booker	x	15 8:00-9:00	x	15 11:00-1:00	06/20/11-08/12/11	M-F
207	63107	Lively Stone Church	3965 St. Louis Avenue	652-5451	Gloria McQueen	x	45 9:00-9:45	x	45 12:00-12:45	06/23/11-07/28/11	M-F
208	63112	Bostic Temple of God in Christ	1448 Hodiament	330-7810	Sanya Strong	x	50 9:00-10:00	x	50 12:00-2:00	06/22/11-08/12/11	T-W-R
209	63120	New Perfect Peace	2801 Arlington	381-5948	Mary Johnson	x		x	30 6:30-7:30	08/08/11-08/12/11	M-F
210	63120	East Union MB Church	2840 Belt Avenue	383-8457	Sandra Dupree	x		x	60 12:00-2:00	06/27/11-08/12/11	M-F
211	63115	Immanuel Lutheran Church	3540 Marcus	636-328-5840	Janis Hutchinson	x	30 8:00-9:00	x	30 12:00-1:00	07/25/11-08/12/11	M-F
212	63112	Jazzy Jewels #2	1423 Hodiament Avenue	261-9726	Denease Carter	x	20 7:30-8:30	x	20 11:30-1:30	07/21/11-08/08/11	M-F
213	63118	First Priority Learning Center	3559 California Avenue	771-1140	LaBrechia Brown	x	30 9:00-9:30	x	30 12:30-1:30	08/01/11-08/12/11	M-F

2008 SFSP SITE LIST

Site #	Zip Code	Site Name	Address	Phone	Site Supervisor	B	amt	Serve Time	L	amt	L	Serve Time	L	Dates of Operation	Days
400	63107	Ann's Helping Hand	Grand at Bailey	535-0541	Ann Winston	x	50	9:00-10:00	x	50	1:00-2:00			06/06/11-08/12/11	M-F
401	63139	Lindenwood Park	Jamison & Pernod	589-6142	Terry Hinton		25		x	25	11:30-12:15			06/13/11-07/29/11	M-F
402	63109	Wilmore Park	Jamison & Hampton	353-1250	Debra Craig		25		x	25	12:30-1:30			06/13/11-07/29/11	M-F

ATTACHMENT 2

MENU CYCLE

City of St. Louis Summer Food Service Program 2012 Lunch-10 Day Cycle

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Turkey Salami & Cheese on Kaiser Roll Kaiser Roll - 2 oz. Turkey Salami - 1 oz. American Cheese- 1 oz. Fruit Gelatin - ½ cup (made with ¼ cup fruit juice) Potato Chips - 1 oz. Orange - #138 Milk - ½ pint Mustard - 1 pkt. Wrapped Spork Kit</p> <p>6/4, 6/18, 7/2, 7/16, 7/30, 8/11</p>	<p>Sliced Turkey & Cheese on wheat Bun Whole Wheat Bun - 2 oz. Shaved Turkey - 1 oz. American Cheese - 1 oz. Plum -#50 100% apple juice-1/2 cup Chocolate Milk - ½ pint Mayo - 1 pkt. Wrapped Spork Kit</p> <p>6/5, 6/19, 7/3, 7/17, 7/31, 8/12,</p>	<p>Turkey Ham & Cheese on Hoagie Turkey Ham - 1 oz. American Cheese - 1 oz. Hoagie Bun- 2 oz. Peach Cup - ½ cup Celery Sticks-1/2 cup <i>Rice Krispie Square</i> - 1.1 oz. Mustard- 1 pkt. Fat Free Ranch Dressing Milk - ½ pint Wrapped Spork Kit</p> <p>6/6, 6/20, 7/2, 7/18, 8/1, 8/13</p>	<p>Peanut Butter & Grape Jelly Sandwich White Bread - 2 oz. Peanut Butter - 2 tbsp. Grape Jelly - 2 tsp. Cheese Stick- 1 oz. Lettuce & Tomato salad - ½ cup Mixed fruit cup - ½ cup Fat Free Italian Dressing. Milk - ½ pint Wrapped Spork Kit</p> <p>6/7, 6/21, 7/5, 7/19, 8/2, 8/14</p>	<p>Turkey Ham on Croissant Croissant - 1.5 oz. Turkey Ham - 2 oz. Flavored Applesauce - ½ cup Carrot sticks - ½ cup Ranch Dressing-1 pkg Graham Crackers - 1 oz. Mustard - 1 pkt. Milk - ½ pint Wrapped Spork Kit</p> <p>6/7, 6/22, 7/6, 7/20, 8/3, 8/15</p>
<p>Tky Bologna, Tky. Salami & American Cheese on Mini Sub Mini Sub Bun - 1 oz. Turkey Bologna - 1 oz. Turkey Salami - 1 oz. American Cheese - 1 oz. Fresh Peach or Banana Mustard - 1 pkt. 100% Apple Juice - ½ cup Milk - ½ pint Wrapped Spork Kit</p> <p>6/11, 6/25, 7/9, 7/23, 8/6</p>	<p>Turkey Pastrami on Kaiser Roll Kaiser Roll - 2 oz. Turkey Pastrami - 2 oz. Apple - #138 Mustard - 1 pkt. Corn Chips - 7/8 to 1 oz. Celery & Carrot Sticks - ½ cup Fat Free French Dressing Milk - ½ pint Wrapped Spork Kit</p> <p>6/12, 6/26, 7/10, 7/24, 8/7</p>	<p>Turkey Breast & Cheese on Seeded Bun Turkey Breast - 1 oz. American Cheese - 1 oz. Seeded Bun - 2 oz. Orange - #138 Oatmeal Cookies - 1 oz. Mayo- 1 pkt Applesauce - ½ cup Milk - ½ pint Wrapped Spork Kit</p> <p>6/13, 6/27, 7/11, 7/25, 8/8</p>	<p>Chicken Breast & Cheese on Wheat Whole Wheat Bread - 2 oz. Chicken Breast- 1 oz. American Cheese - 1 oz. Fresh Pear or Apple - #138 Mustard - 1 pkt. Garden Salad - ½ cup Fat Free Italian Dressing Chocolate Milk - ½ pint Wrapped Spork Kit</p> <p>6/14, 6/28, 7/12, 7/26, 8/9</p>	<p>Smoke Turkey & Cheese Wrap w/lettuce & tomatoes on Wheat Tortilla Turkey Ham -1 oz. American Cheese - 1 oz. Wheat Tortilla- 2 oz Lettuce & Tomatoes- ½ cup Seedless Grapes- 1/2 cup Oatmeal Raisin Cookies- 1 oz. Mustard - 1 pkt Milk - ½ pint Wrapped Spork Kit</p> <p>6/15, 6/29, 7/13, 7/27, 8/10</p>

***Child Nutrition Label must be provided
Spork Kit should include Spork, Napkin & Straw**

City of St. Louis Summer Food Service Program 2012 Breakfast-10 Day Cycle

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>Honey Nut Cheerios – ¾ cup 100% Orange Juice – ½ cup 1% Milk – ½ pint Apple - #138 Wrapped Spork Kit</p> <p>6/4, 6/18, 7/2, 7/16, 7/30, 8/11,</p>	<p>Honey Bun* – 2 oz. Seedless Grapes-1/2 cup 1% White Milk – ½ pint Wrapped Spork Kit</p> <p>6/5, 6/19, 7/3, 7/17, 7/31, 8/12,</p>	<p>“Pops” Cereal – ¾ cup Banana 1 sliced Raisin Bread 1% Milk – ½ pint Wrapped Spork Kit</p> <p>6/6, 6/20, 7/2, 7/18, 8/1, 8/13</p>	<p>Blueberry Bagel – 2 oz. Cream Cheese – 1 oz Mixed fruit or melon cup-1/2 cup 1% White Milk – ½ pint Wrapped Spork Kit</p> <p>6/7, 6/21, 7/5, 7/19, 8/2, 8/14</p>	<p>Raisin Bran – ¾ cup Peach Yogurt-1/2 cup Mixed fruit cup – ½ cup 1% White Milk – ½ pint Wrapped Spork Kit</p> <p>6/8, 6/22, 7/6, 7/20, 8/3, 8/15</p>
<p>Superstix w/strawberry* cream cheese 100% Pineapple/Orange Juice – ½ cup 1% Milk – ½ pint Wrapped Spork Kit</p> <p>6/11, 6/25, 7/9, 7/23, 8/6</p>	<p>Honey Wheat Chex – ¾ cup 100% Apple Juice – ½ cup 1 slice whole wheat bread 1tbsp.jelly 1% White Milk – ½ pint Wrapped Spork Kit</p> <p>6/12, 6/26, 7/10, 7/24, 8/7</p>	<p>Apple muffin – 2 oz. Grapefruit sections – ½ cup 1% White milk – ½ pint Wrapped Spork Kit</p> <p>6/13, 6/27, 7/11, 7/25, 8/8</p>	<p>Frosted Flakes – ¾ cup Apple - #138 1 slice Raisin bread 1% white Milk – ½ pint Wrapped Spork Kit</p> <p>6/14, 6/28, 7/12, 7/26, 8/9</p>	<p>Cinnamon/Raisin Bagel – 2 oz. Cream cheese-1 oz Chunky Applesauce – ½ cup 1% white Milk – ½ pint Wrapped Spork Kit</p> <p>6/15, 6/29, 7/13, 7/27, 8/10</p>

***Child Nutrition Label must be provided
 Spork Kit should include Spork, Napkin & Straw
 1% Milk for all Breakfasts**

ATTACHMENT 2a

FOOD SPECIFICATIONS AND MEAL QUALITY STANDARDS MEAT/MEAT ALTERNATE

Turkey Breast

U.S. Grade A processed in a plant operating under the Food and Safety and Quality Services (FSQS). Meat and poultry grading program of AMS, USDA. Turkeys are to be frozen, chilled and packaged within 30 hours from the time of slaughter. Turkeys should be frozen to bring the internal temperature at the center of the package to 0 degrees Fahrenheit or below within 72 hours from the time placed in the freezer. The frozen turkey shall be of a uniform weight and light color.

Cheese

American- Melted pasteurized blend of cheese and emulsifiers. By USDA processed cheese from USDA-approved plant.

Swiss Processed-Firm ripened, melted pasteurized blend of cheese and emulsifiers. By USDA processed cheese from USDA-approved plant.

Cheddar-U.S. Grade AA, not more; than 39% moisture, not less than 50% milk fat on the solid basis. Possess a clean, pleasing, nut-like flavor, and a compact body and texture, aged over 6 months.

Cheese, American Processed

Melted pasteurized blend of cheese and emulsifiers. By USDA-processed cheese from USDA-approved plant.

Roast beef, Clod Roast

Form-fresh or frozen. Grade USDA or better. Surface Fat: maximum average thickness-1/4 inch, maximum at any on point-1/2 inch. Roast should be prepared from shoulder clod (the large outside muscle system that lies posterior to the elbow joint and ventral to medial ridge of blade bone) with shoulder rose (coetaneous muscle) removed when the underlying fat is in excess of surface fat specified. The beef shall be of good color, normal to the grade, be free of bruises, blood clots, bone dust, ragged edges, and discoloration. Except as otherwise provided herein, there shall be no evidence of freezing or defrosting. Also, the product shall show no evidence of mishandling and shall be in excellent condition of the time of the delivery.

Ham

Minimum serving size is one or more slices to equal quantity as specified in menu.

Yogurt

(Plain, Sweetened or Flavored)

Can be used as a meat alternative for snacks. Requirements include $\frac{1}{4}$ cup for 1 to 6 years olds and $\frac{1}{2}$ cup for 6 to 12 years olds.

Peanut Butter

Purchase Units: Number 10 cans, 6 cans per case

Type: Smooth

Grade: U.S. Grade A

Should have color that is medium to brown to brown color roast. Should be firm, set, and smooth. Pliable, and have good spreadability.

FRUIT AND VEGETABLES

Raisins

Type: Thompson seedless, natural

Grade: U.S. Grade A

Size: Small

Raisins should have good typical color, flavor, and development. Individual packs to meet ¼ cup fruit requirement (1-1/2 ounce packs).

Orange Juice

Minimum serving ¼ cup lunch and ½ cup breakfast. 100% juice. Canned, unsweetened. Orange juice should have color typical of fresh squeezed juice and be free of browning or oxidation. Juice should be practically free of defects, show no coagulation, have no noticeable seed particles, and have a normal flavor.

Pear Cup (in light syrup)

Purchase units: Number 10 cans, 6 cans per case

Style: halves (peeled), slices, or quarters

Type: Bartlett

Grade: U.S. Grade B (choice)

Count: 26 or more halves

Packing Medium: Light Syrup

Net Weight: 106 ounces

Coleslaw

Cabbage should be free of insects and bad blemishes. Coleslaw should be fresh, crisp, and mildly seasoned. Should hold shape and not contain too much liquid. It is mandatory that shredded carrots be added to coleslaw as part of the vegetable requirement. Seasoning must include vinegar, oil, garlic salt, celery seed, and sugar to accomplish a sweet and sour taste.

Apples, Fresh, Red-Minimum serving size is ½ cup.

Apples shall be small, 2-1/2" diameter, must be firm, crisp, and well colored. Red Delicious are requested, since apples will be eaten whole; and should not be overripe; should not be irregularly shaped or have tan or brown areas on skin.

Potato Salad

Potato should have good flavor, good color, and be dice in wedges or squares. Mildly seasoned. Should hold shape and not contain much liquid and not be mushy. Should be a part of the vegetable requirement. Ingredients include potato, salad dressing, mustard, sugar, and relish.

Red Gelatin and mixed fruit cup

Mixed fruit (peaches, pears, pineapples, grapes, and cherries), water, strawberry flavored gelatin, potassium, and sorbet. Each serving must contain ¼ cup fruit or ½ cup as specified on menu. Units of fruit should be of uniform size, free from defects, reasonably firm, tender and have normal flavor. U.S. Grade B (choice).

Applesauce

Major ingredients: regular style, unsweetened, natural flavor. Medium sweet typical bright color with fine-grain finish. Applesauce of thin consistency, dull or pink color, will not acceptable. U.S. Grade A only.

Orange, Fresh-Minimum serving size is ½ cup

Heavy, firm well-colored, well-formed fruit with fine textured skins. 138 count, medium, California or Arizona or 125 size, Florida or Texas.

Grape Juice-minimum serving ¼ cup and ½ cup breakfast

Fortified with vitamin C. 100% juice. U.S. Grade A. Juice should have a bright purple or reddish color, be free of pulp, skins, and tartrate crystals. It should have a distinct flavor. Bric acid ratio not less than 14 to 1 not more that 28 to 1.

Fresh Strawberries- minimum serving is to be ½ cup

May substitute frozen strawberries (sliced, packed in light syrup) when out of season or a bad crop is produced.

Peaches (frozen cup)

Purchase Units 6 ½-10 or 30 pound can

Style: Sliced

Type: Dry Sugared (4 parts fruit to one part sugar) Yellow Freestone

Grade: U.S. Grade B

Peaches should be reasonably uniform with bright color typical or reasonably well-matured fruit. They may possess a slight variation in color with not more than very light brown color resulting from oxidation. They should be reasonably uniform in size and symmetry and reasonably free of misshapen units. They should be reasonably free from defects such as, extraneous material, peel, pits, and pieces of pits, damaged, or blemished units. They should have reasonably uniform tender texture, not excessively mushy or soft, with normal flavor and odor and similar varietal characteristics.

Watch for: Variable color, off-color, dull color, or excessive brown oxidation. Presence of misshapen units, pits, stem, peel, scab or insect injury. Hard, rubbery, or soft, mushy texture. Excessively frayed units or off-flavor or odor. Federal Specification Number: Z-F-1743/11

Fruit Cocktail or Mixed Fruit as Specified

Fruit cocktail should be purchased in Number 10 cans. U.S. Grade B (choice). Fruit cocktail should be packed in light syrup with all fruits having good color and be practically free from staining from the artificial dye when maraschino cherries are used. Units of each fruit should be of uniform size, free from defects, reasonably firm, tender, and have normal flavor. Fruit cocktail should contain neither less than nor more than:

30-50 percent peaches

25-45 percent pears

6-16 percent pineapple

6-20 percent grapes
6 percent cherries (maraschino)

Pineapple, chunks

Purchase Units: number 10 cans, 6 cans per case
Style: chunks
Grade: U.S Grade B (choice)
Packing Medium; light syrup
Net Weight: 108 Units
Drained Weight: 65.75 ounces

Pineapple should have reasonably good color. It may have slightly dull color, but should be characteristic or properly matured pineapple of similar varieties. Color may vary between units and have white radiating streaks present, but such variations should not seriously affect the appearance. It should be reasonably uniform in size and reasonably free from defects (brown spots, eyes, and bruises), have a reasonably uniform ripeness, and be fairly free of porosity. There should be not more than 1.1 ounces of core per pound of drained fruit. Pineapple should have good flavor and color.

Watch for: Off-color, excess of light-colored units, or white markings. Units excessively blemished with deep eyes, brown spots, bruises or peel.

Peaches, Sliced

Peaches should be Freestone and purchased in Number 10 cans. U.S. Grade C standard). Packed in light syrup. Peaches should be wholesome fruit of good flavor and fairly uniform in color. Be fairly free of defects, such as skins or discolored units. Peaches may be soft but not broken.

Apple Juice- minimum serving is ¼ cup lunch and ½ cup breakfast.

Fortified with Vitamin C. 100% juice. Canned, U.S. Grade A (fancy). Bright typical color. Unsweetened.

Cinnamon Applesauce

Major ingredients: Regular style, unsweetened, natural flavor with a mild amount of cinnamon added. Medium sweet, typical bright color with fine grain finished. Applesauce of thin consistency, dull or pink color, will not be acceptable. U.S. Grade A.

Carrot Sticks, Celery Sticks, Cucumber Wedges

Size and count-U.S. #1 with 1-1/8 inch medium diameter. About 7-1/2 inches in length. Six per pound. Fifty pound mesh bag. One stick is 4" long x ½ "wide.

Orange Wedges

Oranges should be cut into four (quarters) wedges per serving.

100% Mixed Fruit Drink

Made with 100% juice. Fortified with vitamin C.

BREAD AND BREAD PRODUCTS

Dinner Roll-Each roll should weigh 0.9 ounces (or the equivalent to grams).

Major ingredients:

Made of whole grain or enriched flour or meal.

Buns (hamburger)-each bun must weigh at least 0.9 ounces.

Major ingredients:

Crust uniform in color and thickness. Texture of grain soft. Whole grain or enriched flour, shortening, water, milk, or buttermilk, salt, yeast, and sugar.

Wheat Bread

Made of enriched flour (both whole wheat and white of varying amounts), shortening, sugar, yeast, salt, and water. Labeled "enriched bread" and must contain thiamin, riboflavin, niacin, and iron. One slice weight at least 0.9 ounces.

Rye Bread

Made from rye flour. A serving (slice must have a minimum weight of 0.9 ounces.

White Enriched Bread

Each slice must weight at least 0.9 ounces.

Major ingredients:

Made of flour, shortening, sugar, yeast, salt, and water. Contain 62% total solids. "Enriched bread" must contain thiamin, riboflavin, niacin and iron.

English Muffin

Made of enriched flour (both whole wheat and white varying amounts) to equal one serving of bread. Each muffin must weigh at least 0.9 ounces.

Bagel

Made of enriched flour (both whole wheat and white of varying amounts) to equal one serving of bread, each bagel must weigh at least 0.9 ounces. May contain cinnamon, raisins or blueberries as specified on the menu. Primary ingredient must be enriched flour.

Hoagie Bun

Each bun must weigh at least 0.9 ounces.

Major ingredients:

Made from enriched or whole grain flour, shortening, water, milk, salt and yeast.

Italian Bread

Made of whole grain or enriched flour or meal. Weigh at least 0.9 ounces and contain approximately 35% moisture.

Buns (Frankfurter)

Each bun must weigh 0.9 ounces or 25 grams.

Major ingredients:

Made from enriched or whole grain flour, shortening, water, milk, salt and yeast.

Cereal (breakfast)

Cereals must be whole grain, enriched or fortified. Cold dry cereal is $\frac{3}{4}$ cup or 1 ounces of bread alternate. Must be delivered ready to eat. Should be provided in ready-to-eat containers.

Instant cereal must be whole grain, enriched or fortified. Must contain $\frac{3}{4}$ cup (volume) or 1 ounces (weight). Plastic bowls are to be provided for consumption of cereal.

Doughnuts

Each doughnut must weigh at least 1 ounce. Add cinnamon, powdered sugar or coconut when indicated on the menu.

Must be individually wrapped and sealed. Must include whole grain or enriched flour or meal as the primary ingredient and equivalent to 1 ounce.

Pancake

Minimum serving weight requirement is 1.1 ounces or 35 grams. Must contain approximately 50% moisture.

Pancake will be credited to equal one serving of bread. Must be made with whole grain or enriched flour as the primary ingredient. Major ingredient must be enriched, bleached, malted or bromated flour, sugar, buttermilk, Soya flour, animal and/or vegetable shortening, dextrose, egg yolk, salt, leavening, propylene glycol monoester, lecithin, artificial color, potassium bromated water.

Honey bun

Must be individually wrapped and sealed. Minimum serving weight requirement is 1 ounce. Must contain whole grain or enriched as primary ingredient.

Tortilla Chips

Must be made of whole grain or enriched corn which must be primary ingredient by weight, or it must be enriched in the preparation or processing and labeled "enriched." Serving should be equivalent 1.1 ounces or 35 grams. Serving size is 6 to 8 chips to the equivalent of 1.1 ounces serving.

Pop tart (toaster pastries)

Primary ingredient must be enriched or whole grain flour. Minimum serving size requirement is 1 ounce.

Pie Crust

Primary ingredient by weight must be whole grain or enriched flour or meal. Minimum serving size requirement is 1 ounce.

Rice Krispies Bars

Primary ingredient must be cereal. Cereal must be made with whole grain or enriched flour. Serving size 1 ounce.

Raisin Bread

Made with the primary ingredient of enriched flour (both whole wheat and white in varying amounts), shortening, sugar yeast, salt, raisins and water. Must contain thiamin, riboflavin, niacin and iron. One slice must weigh at least 1 ounce.

Banana Nut Bread

Made with same ingredients as above excluding raisins. Banana and walnuts should be substituted. One slice must weigh at least 1 ounce.

Crackers-Saltines, 0.9 ounces or 25 grams (8 crackers)

Ingredients: Crackers are made from enriched flour (primary ingredient), shortening, malt, salt, and leavening. Fillings may include cheese spread, peanut butter, or other items by the menu.

Graham Wafers

Must meet school lunch requirements for bread alternate. Weigh 25 grams or 0.9 ounces. Made from enriched flour. Contain niacin, reduced iron, thiamin, mononitrate, riboflavin, sugar and shortening. Contain one or more of the following, partially hydrogenated soybean oil, palm oil, hydrogenated palm oil, stone ground bromate whole wheat flour, corn sugar, molasses, corn syrup, sodium bicarbonate, salt, caramel color.

Enriched Oatmeal Cookies

Minimum serving requirement of 35 grams or 1.1 ounces. Whole grain or enriched flour and oatmeal of predominate ingredients as specified on the label. Provide the nutrient content equivalent to iron, thiamin, riboflavin, and niacin present in the 25 gram serving of enriched bread.

Wafer Crackers or Vanilla Wafers

Ingredients: Crackers are made from enriched flour, shortening, malt, salt and leavening.

Muffins (Banana Nut, Blueberry, Bran and Raisin)

Minimum weight per muffin is 1 ounce and must contain approximately 35% moisture. Main/ primary ingredient must be made from whole grain or enriched meal or flour.

OTHER FOODS

1. Mustard – Prepared mustard with good flavor, odor, color and consistency. Individual packets.
2. Ketchup – Tomato ketchup. Good red, ripe, tomato color, good consistency, not runny, no separation of liquid, free of specks, seed particles, good clean aromatic odor. Individual packets.
3. Salad Dressing – To be used instead of mayonnaise for sandwiches. Should be off-white in color. Have good texture. Emulsified semi-solid food prepared from edible vegetable oil, acid (vinegar, lemon or lime juice) whole eggs or egg yolks and food starch and seasoning such as salt, sugar, mustard, etc. Finished produce must contain not less than 30% vegetable oil and not less than 4% egg yolk. Individual packets.
4. Salt – Iodized. 1.15 gram per serving.
5. Pepper – 1.15 gram per serving.
6. Sugar – White granulated sugar is made from both cane and beets. The sugar crystals range from coarse to fine. Individual packets as indicated on the menu.
7. Grape Jelly – Individual packets must be of pulpy consistency and prepared from clean, sound mature fresh fruits. Minimum 45% by weight of fruit ingredients to each 55% of sweetening ingredients solids.
8. Margarine – Individual patties. The flavor should be pleasing, clean, sweet and free from taint or foreign odor.
Main ingredients: Corn oil, partially hydrogenated corn oil, nonfat dry milk, vitamin A and D, salt, artificial coloring and permitted chemical substances.
10. Mayonnaise – Individual packets. Emulsified semi-solid food prepared from edible vegetable oil, acid (vinegar) whole egg or egg yolks and seasoning (salt, sugar, mustard, etc.). The finished product must contain not less than 65% vegetable oil.
11. Potato Chips – Individual packets. 1 ounce regular potato chips.

NON – FOOD ITEMS

- 1) Wrapped spoon, fork or knife
- 2) Wrapped straw and napkins
- 3) Bowl for cereal where necessary

MILK

“Milk” means pasteurized fluid types of unflavored or flavored whole milk, low fat milk, skim milk, or cultured buttermilk, which meet state and local standard for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and is consistent with state and local standards for such milk.

1. Milk, low fat

½ pint cartons. Contain not less than 8.25% milk solids not less than 0.5% or more than 1% milk fat. Pasteurized and homogenized. Additions of vitamins A and D. Must meet state, local, and/or federal specifications.

2. Milk, fluid, whole

½ pint cartons. Contain not less than 8.25% milk solids not less than 0.5% or more than 1% milk fat. Pasteurized and homogenized. Additions of vitamins A and D. Must meet state, local, and/or federal specifications.

3. Milk, low fat, flavored

½ pint cartons. Chocolate and other flavoring are added to low fat milk to produce flavorful and appetizing milk beverages. Contain not less than 8.25% milk solids and not less than 0.5% or more than 1% milk fat. Low fat milk must meet state, local and/or federal specifications. Product’s label must meet FDA’s standards for labeling. Pasteurized and homogenized. Contain at least the minimum fortification of vitamins A and D as authorized by state and local standards.

4. Milk, fluid whole, flavored

½ pint cartons. Chocolate and other flavoring are added to fluid whole milk to produce flavorful and appetizing milk beverages. Shall meet state standards for milk fat content. Pasteurized and homogenized. Whole milk must meet state, local, and/or federal specifications.

ATTACHMENT 3

Required Meal Pattern

BREAKFAST

Vegetables and Fruits ½ Cup
Vegetables and/or Fruits, or Full Strength Vegetable or Fruit Juice
Or an equivalent quantity of a combination of vegetable(s),
Fruit(s), and juice

BREAD AND BREAD ALTERNATIVES

Bread (whole grain or enriched) 1 Slice

BREAD ALTERNATIVES

1 Ounce Serving

Whole grain or enriched;
~Cornbread, biscuits, rolls, muffins, etc. ½ Cup
~Cooked pasta or noodle products ½ Cup
~Cooked cereal grains, such as rice, corn grits, or bulgur ½ Cup

(Whole grain, enriched, or fortified)
~Cooked Cereal ½ Cup
~Cold Dry Cereal ¾ Cup or 1 Ounce

Or an equivalent quantity of a combination of bread or bread alternate (s)

MILK

Fluid Milk ½ Pint

OPTIONAL ADJUSTMENT:

MEAT AND MEAT ALTERNATES

Lean meat, poultry or fish 1 Ounce

Or Meat Alternates

~Cheese 1 Ounce
~Eggs 1 Large Egg
~Cooked dry beans or peas ½ Cup
~Peanut Butter 2 Tablespoons

Or an equivalent quantity of any combination of meat or meat alternate (s).

LUNCH OR SUPPER

Meat and Meat Alternates

Lean meat, poultry or fish 2 Ounces (edible serving)

Or Meat Alternates

~Cheese 2 Ounces
~Eggs 1 Large Egg
~Peanut Butter 4 Tablespoons

Or any equivalent quantity of any combination of meat alternative(s)

Vegetables and Fruits

(Must include 2 or more selections for a total of $\frac{3}{4}$ cup)

Vegetables and/or Fruits $\frac{3}{4}$ Cup

Or-Full strength vegetable or fruit juice

(May be counted to meet not more than $\frac{1}{2}$ of this requirement)

Bread and Bread Alternate(s)

Bread (whole grain or enriched) 1 Slice

Or Bread Alternate(s)

(Whole grain or enriched):

~Corn bread, biscuits, rolls, or muffins, etc. 1 Ounce

~Cooked pasta or noodle products $\frac{1}{2}$ Cup

~Cooked cereal grains such as rice, corn grits, or bulgur

Or an equivalent quantity of any combination of bread or bread alternative(s)

MILK

Fluid Milk $\frac{1}{2}$ Pint

Quantity Adjustments:

The quantities of food specified in the meal patterns are approximate amounts of food to serve to 10-12 year olds.

Remember there will be no reimbursement for meals that do not meet the minimum program requirements.

ATTACHMENT 4 CERTIFICATIONS

In compliance with this IFB/Contract and subject to all terms and conditions herein, the successful bidder agrees and understands that all unitized food items shall be delivered to designated points within the time specified. An updated site list adding or deleting sites may be necessary and will be provided by the Sponsor as needed. Breakfast must be served within specified time frames and lunch is served within a predetermined time frame. The serving times for each site are included in Attachment 2. The Contractor must develop a delivery schedule, which ensures that meals will be delivered to the sites 30 minutes before the schedule time frame to avoid disallowed meals due to “meal service outside the time frame.” The Missouri State Department of Health will not reimburse the Sponsor for disallowed meals, and the Sponsor will not provide payment to the Contractor for such disallowed meal. See Section B, Special Conditions.

Accompanying papers shall include the following:

- 1) Bid bond, in the amount of 10 percent of the bid price for bids totaling over \$100,000. The bond shall be executed by the Contractor and a licensed surety company listed in the current Department of Treasury Circular 570.
- 2) Performance Bond in the amount of twenty five percent of the contract price. The bond shall be executed by the Contractor and a licensed surety company listed in the current Department of Treasury Circular 570. Said Performance Bond shall be submitted to the Supply Commissioner not more than 30 days following the contract award.
- 3) Copy of current state or local health certificate for food preparation facilities to be used under this contract,
- 4) A certified financial statement,
- 5) A description of the bidder’s plan to provide meals including description and location of the preparation kitchen, trucking capacity, past performance in food service programs, and minority employment plan.
- 6) 2 copies of the Certification Regarding Lobbying and Disclosure of Lobbying Activities.
- 7) 2 copies of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Product Samples

Meal samples, by type, may be furnished by the Bidder for inspection by the Sponsor prior to the bid opening. Sample products may be delivered prior to the bid opening. Deliver sample products to the offices of the Department of Human Services, Youth and Family Services Division, 7th Floor, Room 724, 634 North Grand, 63103. However, providing product samples is not a requirement of this IFB.

MEAL REQUIREMENTS

Bidder agrees to provide meals pursuant to the regulations of the Summer Food Service Program (SFSP) and will assure that said meals meet the minimum nutrition value and content requirements as described in Attachment 3. Bidder further agrees to provide meals in accordance with the ten day breakfast and lunch menu cycle as described in Attachment 2. Under no circumstances may there be a deviation by bidder from the menu cycle without prior written notice and agreement of Sponsor. Reimbursement will be disallowed for unauthorized menu changes. Sponsor and designated sites will accept only meals prepared and individually portioned in accordance with specifications. Sponsor cautions bidder to keep meal portions within specifications, for example, meat and poultry portions must contain a two (or more) ounce edible portion exclusive of skin and bone.

No payment can be made for meals that do not meet the meal pattern requirements, are spoiled, damaged, inedible, delivered after designated time, or otherwise do not meet the USDA, Missouri Department of Health and Senior Services or City of St. Louis requirements as specified in the Contract. The Sponsor shall not be obligated for any meal or other food if, 24 hours before such was delivered, Sponsor requested that such food not be delivered. The exception to this requirement is the case of the initial advance breakfast delivery.

Emergency Meal Adjustment

On days when a site director is absent or in inclement weather, the total number of meals ordered, particularly for outdoor parks and playground, may be canceled or adjusted downward to prevent disallowance of payment due to waste. In such cases, the Sponsor reserves the right to make such cancellations up to 10:00 a.m. on the day of delivery. In circumstances where meals are decreased or cancelled as stated herein or when there is no authorized site representative, to accept meals, meals will be returned to the plant, refrigerated and delivered to that site the following day. All meals must be held within state and local health department temperatures at all times to protect the safety and welfare of children. Meals not maintained at safe temperatures shall be disposed of by the Contractor and no payment shall be made by the Sponsor for any such meals.

Required Monthly Laboratory Inspections

Contractor shall randomly select a complete meal unit, by type, for weekly inspections by the state or local health department or an independent agency to determine bacteria levels in meals being served to children. Analysis must include at least fecal coliform, mold and staphylococcus analysis as well as aerobic plate count for each meal type. Reports of results must be sent by the inspecting agency to the City of St. Louis, Youth and Family Services Division, 634 North Grand Boulevard, Suite 724, St. Louis, MO 63103.

PACKING REQUIREMENTS

Meals must be unitized. The meal may be delivered in two packages (1) sandwich component and (2) other items. Other items (balance of food, condiments, utensils, etc.) must be packaged as a unit. Milk shall be delivered in bulk. Milk and juice are to be furnished in disposable, individual cartons. Container and overlay to be a food grade flexible or rigid plastic and non-

toxic. Units must be covered with overlay that will expose meal components to view and fix the food items in place, or packed in lunch boxes as a unit. With the exception of items specifically mentioned as authorized for bulk deliveries, i.e. milk, all components must be unitized in accordance with SFSP regulations.

CONDIMENTS

When specified, condiments in the form of ketchup, mustard, salad dressing, and so forth, are to be part of the meal unit. Condiments must be contained in individual packets and delivered in the same quantity as the number of meals delivered to each site, or as specified in the menu. In all instances where eating utensils are essential to the proper consumption of a meal, Spork kits and cereal must be furnished. Napkins and straws are to be included as part of each unit.

DELIVERY REQUIREMENTS

All delivery trucks shall be equipped with a two-way mobile radio or telephone system to enable Contractor to communicate with their drivers at any and all points during delivery. All delivery trucks used in the SFSP must be refrigerated. Food deliveries to the site are to be made in accordance with the serving times specified on the site list located in Attachment 1 of this packet. The Contractor may be penalized for the total cost of any and all meals delivered without proper refrigeration. Changes in delivery orders, except for those due to inclement weather, will be made by Contractor and Sponsor. Contractor must comply with all pertinent municipal, state, and federal laws, ordinances, and regulations governing the preparing, handling and transportation of food.

Upon delivery, all meal units must be within acceptable Health Department temperatures. Assembled meals shall be held in properly refrigerated areas that meet sanitation standards.

The Contractor shall maintain adequate storage practices, inventory and control of food components to ensure conformance with Sponsor's agreement and the Missouri Department of Health. The Contractor shall give the Sponsor ready access to the food service storage area and to inventory control records on purchased food for such inspection and reviews, in the opinion of the Sponsor, if necessary.

The local health ordinance pertaining to food control is as follows:

At all times, including while being stored, prepared, displayed, served, or transported, food shall be protected from the potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling, coughs and sneezes, flooding, draining, and overhead leakage or overhead dripping from condensation. The temperature of potentially hazardous food shall be 45 degrees F or below at all times. Refrigerated Storage-potentially hazardous food to be transported shall be pre-chilled and held at a temperature of 35-45 degrees F.

The temperature requirements for potentially hazardous foods, as stated, are mandatory. Unless temperature requirements are met during the transportation and storage the food shall not be delivered. The Sponsor shall have the right to reject any delivery of meals which, in its opinion does not conform to its specifications. The Contractor shall remove such meals as soon as

possible after notification of rejection, at his own expense, and have no claim against the City for handling, hauling, food, labor or other costs. Only meals meeting minimum U.S. Department of Agriculture specifications are eligible for reimbursement.

The Sponsor shall appoint a designee who will be authorized to:

- a) Inspect food to determine compliance with specifications and reject food not meeting specifications.
- b) Access the Contractor's purchase records for food purchased for the project for review and audit.
- c) Approve menus and receipts for meals and other food to be delivered to ensure compliance with requirements.
- d) Inspect at any reasonable time the Contractor's food preparation, packaging, and storage areas, food containers and vehicles used in transporting food to nutrition sites to determine the adequacy of Contractor's sanitation and maintenance practices.
- e) To determine the adequacy of the Contractor's storage and record keeping practices to ensure safekeeping of all foods, and in connection therewith to have ready access to regulate food and inventory control records.

Invoicing and Documentation

The Contractor must furnish necessary daily delivery tickets, per meal type, at delivery sites and furnish Sponsor with all necessary information for making claims for reimbursement to the State of Missouri Department of Health and Senior Services, including invoices. Delivery tickets must be prepared in triplicate and clearly spell out each food component delivered. One ticket shall be left at each site, one mailed immediately to Sponsor, and one retained by the Contractor. All tickets and itemized statements shall be reconciled and submitted to the Sponsor for payment no more than five working days after the month ends. An authorized person at each site must sign all delivery tickets or the invoice shall not be honored.

Books and records of the Contractor pertaining to the Contractor's food service operation shall be kept for a period of three years from the date of submission of Sponsor's final Claim for reimbursement. These records must be available for inspection and audit by representatives of the State of Missouri Department of Health and Senior Services, the U.S. General Accounting Office and the Sponsor at any reasonable time and place.

The Sponsor shall mail all written notices to the Contractor at their official place of business and Sponsor shall be notified in writing on any change in address.

Sponsor Indemnification

The bidder shall indemnify the City of St. Louis against any loss or damage. The Contractor shall defend any such suit against the City/Sponsor alleging personal injury, sickness or disease arising out of the consumption of the food serviced. The Sponsor shall promptly notify the Contractor in writing of any claims against the City of St. Louis or Contractor, and in the event of a suit being filed, shall promptly forward to the Contractor all papers in connection therewith. The City shall not incur any expense or make any settlements without the Contractor's knowledge. However, if the Contractor refuses or neglects to defend any such claim, the cost of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Contractor.

No variation or modification of these specifications, and no waiver of their provisions, shall be valid unless in writing, and signed by the duly authorized officers of the City of St. Louis and the Contractor.

The right of the Supply Commissioner, City of St. Louis, and/or the Board of Standardization, City of St. Louis, to reject any or all bids, and/or make the final decision is expressly reserved. Any and all applicable provisions within the City Charter also prevail.

ATTACHMENT 5

Minority Business Enterprise and Women Business Enterprise Participation:

It is the policy of the City of St. Louis to ensure maximum utilization of minority and women's business enterprises in contracting and provision of goods and services to the City, its departments, agencies and authorized representative and to all entities receiving City funds or city-administered government funds while at the same time maintaining the quality of goods and services provided to the City and its sub-recipients through the competitive bidding process. The provision of the Policy shall apply to all contracts awarded by the city, its departments and agencies and to all recipients of City-administered government funds and shall be liberally constructed for the accomplishments of its policies and purposes.

A) Goal:

A goal of 25% MBE and 5% WBE utilization has been established in connection with this contract. This goal is based on the original contract amount and remains in effect throughout the term of the Agreement. If an award of this contract is made and the MBE/WBE participation is less than the contract goal, the Contractor shall continue good faith efforts throughout the term of this contract to increase MBE/WBE participation and to meet the contract goals.

B) Obligation:

The Contractor agrees to take all reasonable steps necessary to ensure that MBE's/WBE's have a maximum opportunity to participate in contracts and subcontracts financed by or through the City of St. Louis Department of Health provided under this contract agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award or in the performance of contract financed by or through the City of St. Louis Department of Health.

C) Eligibility:

Contractor should contact the City of St. Louis DBE Program Office to obtain a list of eligible MBE's/WBE's and to determine the eligibility of the MBE/WBE firms it intends to utilize in this contract.

D) Counting MBE/WBE Participation Toward Goals:

MBE/WBE participation toward the attainment of the goal will be credited on the basis of the total subcontract prices agreed to between the contractors and subcontractors for the contract items being sublet as reflected on the MBE/WBE Utilization Plan.

E) Post Award Compliance:

If the contract is awarded on less than full MBE/WBE goal participation, such award will not relieve the Contractor of the responsibility to continue good faith efforts to maximize participation of MBE's/WBE's during the term of the contract.

F) Substitution of MBE/WBE Firms After Award:

The Contractor shall conform to the scheduled amount of MBE/WBE participation. When a listed MBE/WBE is unwilling or unable to perform the items of work or supply the goods or services specified in the MBEW/WBE Utilization Plan, the Contractor shall immediately notify the City of St. Louis DBE office prior to replacement of the firm.

G) Good Faith Efforts:

When the MBE/WBE goal cannot be met, the Contractor shall document and submit justification utilizing the form titled "Contractor's Good Faith Efforts Report" and provide a statement as to why the goal could not be met.

H) Award Procedure and Documentation:

The Contractor is required to submit with its bid the following information to demonstrate the Contractor's intended participation by MBE's/WBE or to demonstrate that good faith efforts have been made to attain the MBE/WBE goal. The information to be furnished shall consist of:

- a. The names and addresses of the MBEW/WBE firms to be used on the contract.
- b. A list of bid items of work to be performed or goods and services provided by the MBE/WBE.
- c. The dollar value of the work to be performed or goods and services provided by the MBE/WBE or the Contractor's Good Faith Efforts Report and a statement as to why the goal could not be met.

I) Record Keeping Requirements:

The Contractor shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City of St. Louis Department of Human Services to determine compliance with the MBE/WBE contract obligations. The City of St. Louis Department of Human Services reserves the right to investigate, monitor, and/or review actions, statements, and documents submitted by any contractor, subcontractor, or MBE/WBE.

J) Reporting Requirements:

The Contractor shall submit quarterly reports on MBE/WBE involvement to the City of St. Louis. Actual payments to MBE's/WBE's will be verified. These reports will be required until all DBE subcontracting activity is complete or the MBE/WBE goal has been achieved.

K. Applicability of Provisions to MBE/WBE Contractors:

These provisions are applicable to all contractors including MBE/WBE contractors. A bid submitted by and MBE/WBE contractor shall be presumed to have met the prescribed goal, if the MBE/WBE contractor intends to sublet any portion of the contract, the MBE/WBE contractor shall comply with provisions regarding contractor and subcontractor relationships.

Living Wage Requirements: Bidders [Proponents] are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations apply to the service [concession] [lease] [City Financial Assistance] for which [bids] [proposals] are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful [bidder] [proponent] and the City [Agency] must be paid a minimum of the applicable Living Wage rates set forth in the attached Living Wage Bulletin, and, if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. Each bidder [proponent] must submit the attached "living Wage Acknowledgement and Acceptance Declaration" with the bid [proposal]. Failure to submit this Declaration with the bid [proposal] will result in rejection of the bid [proposal]. A successful bidder's [proponent's] failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations are available upon request, or can be accessed at <http://www.stlouiscity.com/livingwage>.

A copy of the Living Wage Bulletin now in effect is attached.

**ST. LOUIS LIVING WAGE ORDINANCE
REQUIRED CONTRACT LANGUAGE:
COVERED SERVICE CONTRACTS, LEASES AND CITY FINANCIAL
ASSISTANCE AGREEMENTS**

(To be included by the Departmental Living Wage Liaison, together with the "Living Wage Bulletin" and the "Living Wage Procedures Manual and Regulations" in all covered service contracts, lease agreements and City Financial Assistance Agreements.)

LIVING WAGE COMPLIANCE PROVISIONS: This contract [agreement] is subject to the St. Louis Living Wage Ordinance 65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

Minimum Compensation: Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract [agreement] in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rate shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the bulletin is issued.

Notification: Contractor shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, within thirty (30) days of employment for new employees.

Posting: Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each work site covered by the Contract.

Subcontractors-Service Contracts: Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.

Subcontractors and Sublessees-Leases/Concession Agreements: Contractor hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Contractor shall include these Living Wage Compliance Provisions in any contract with Subcontractors and Sublessees.

Significant Beneficiaries-City Financial Assistance Agreements: Contractor hereby agrees to require Significant Beneficiary Subcontractors, Sublessees, Tenants and Purchasers, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Significant Beneficiaries. Contractor shall include these Living Wage Compliance Provisions in any contract with such Significant Beneficiaries.

Term of Compliance-Service Contracts: Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this

contract is being performed by Contractor's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

Term of Compliance-Leases: Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term on the Lease, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.

Term of Compliance-City Financial Assistance Agreements: Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the City Financial Assistance, or, if the City Financial Assistance has no specified term, for a period of five (5) years from the date of contract execution, and to submit the reports required by the Regulations for each calendar year or portion thereof of the City Financial Assistance term or five-year period.

Reporting: Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.

Penalties: Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties, as provided in the Ordinance and Regulations, may include, without limitation, per order of the City Compliance Official, the following:

- Suspension and/or termination of the contract, subcontract, lease concession agreement or financial assistance agreement by the City of St. Louis
- Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis
- Barring the Contractor or CFAR from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full
- Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer, or employee of Congress or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of January 30, 1989, Federal Register (pages 4722-4733). Copies of regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON
REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such as prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award No. or project name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or disbarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
4. The terms “covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is disbarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier coverer transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntary excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construe to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by the prudent person in the ordinary course of business dealings.
9. Excepts for transactions authorized under paragraph 5 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government. The department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**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

CITY OF ST LOUIS, MISSOURI
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 IN A SEALED ENVELOPE. THE UPPER LEFT CORNER OF THE ENVELOPE MUST INCLUDE THE FOLLOWING INFORMATION: VENDOR'S NAME, CONTRACT NAME, AND THE DUE BY DATE.

#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.

- #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)

**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.

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 in 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 to 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.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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.

CERTIFICATION FORM ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

CERTIFICATION

If all the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

SECTION SIX CERTIFICATION

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

Item Number(s)

Location Where Item Manufactured, Assembled or Produced

SECTION SIX DOCUMENTATION

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

DEFINITIONS

- MANUFACTURED** - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.
- ASSEMBLED** - to fit or join together the parts in a manufacturing environment.
- PRODUCED** - create by manual or physical effort, to make or yield the customary product or products.

MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY: _____

(SIGNATURE and TITLE)

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

A. Mayor's Executive Order #28, Section Six - Supply Contracts

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
 - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
 - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
 - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
 - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
 - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

B. SUPPLY DIVISION POLICY

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

C. OBLIGATION

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at www.mwdbe.org.

**CITY OF ST. LOUIS/SUPPLY DIVISION
MINORITY/WOMEN BUSINESS ENTERPRISES FORM
(M/WBE FORM)**

D. BID/CONTRACT IDENTIFICATION

Bid #: _____ or Contract Name: _____ Opening Date: _____ Your Bid Total: \$ _____ If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

E. ASSURANCE MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: (CHECK ONLY ONE)

Meet or exceed the M/WBE goal with: _____% MBE and _____% WBE Participation

Proposed MBE Vendor Name: _____ Amount \$ _____ Item or materials to be supplied by MBE Vendor: _____ Proposed WBE Vendor Name: _____ Amount \$ _____ Item or materials to be supplied by WBE Vendor: _____
--

Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:

_____ % MBE and _____ % WBE Participation (Enter Proposed Vendor information above.)

Not meet the M/WBE goal for the following reasons(s): (Check All That Apply)

	Our Company is an MBE certified by the State of: _____
	Our Company is a WBE certified by the State of: _____
	We have contacted suppliers listed in the SLAA Directory but have received no reply
	There are no subcontracting opportunities for this bid/contract
	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
	We are the manufacturer and the order will be drop-shipped from the factory to the user
	A letter of explanation is attached
	Other reason: _____ _____

FIRM NAME: _____ FEDERAL ID NUMBER: _____
 SIGNATURE: _____ FAX NUMBER: _____
 PRINTED NAME: _____ DATE: _____
 TITLE: _____ E-MAIL: _____



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

FREDDIE L. DUNLAP
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

ROOM 324, CITY HALL
TUCKER & MARKET STREETS
ST. LOUIS, MO. 63103
(314) 622-4580
FAX: 622-4141

ST. LOUIS LIVING WAGE ORDINANCE

Living Wage Requirements: Bidders are hereby advised that the St. Louis Living Wage Ordinance #65597 and associated Regulations apply to the service for which bids are being sought herein. This Ordinance requires that, unless specific exemptions apply, all individuals who perform work pursuant to a contract executed between the successful bidder and the City of St. Louis must be paid a minimum of the applicable Living Wage rates set forth in the attached **Living Wage Bulletin**, and if the rates are adjusted during the term of the contract pursuant to the Ordinance, applicable rates after such adjustment is made. Each bidder must submit the attached "Living Wage Acknowledgement and Acceptance Declaration" with the bid. Failure to submit this Declaration with the bid will result in rejection of the bid. A successful bidder's failure to comply with contract provisions related to the Living Wage Ordinance may result in termination of the contract and the imposition of additional penalties as set forth in the Ordinance and Regulations.

Copies of the Ordinance and Regulations are available upon request from LaQueta Russell-Taylor, City Compliance Office at 314-426-8185. A copy of the Living Wage Bulletin now in effect is attached.

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2012

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

- 1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **\$11.93** per hour (130% of the federal poverty level income guideline for a family of three); and
- 2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **\$15.52** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).
- 3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **\$3.59** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **April 1, 2012**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at <http://www.mwdbe.org> or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, Mo 63145
(314) 426-8111

Dated: February 17, 2012

ST. LOUIS LIVING WAGE ORDINANCE

REQUIRED CONTRACT LANGUAGE: COVERED SERVICE CONTRACTS

LIVING WAGE COMPLIANCE PROVISIONS: This contract is subject to the St. Louis Living Wage Ordinance #65597 and the Regulations associated therewith, copies of which are attached hereto and incorporated herein by this reference. The Ordinance and Regulations require the following compliance measures, and Contractor hereby agrees to comply with these measures:

1. **Minimum Compensation:** Contractor hereby agrees to pay an initial hourly wage to each employee performing services related to this contract in an amount no less than the amount stated on the attached Living Wage Bulletin. The initial rates shall be adjusted each year no later than April 1, and Contractor hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued.
2. **Notification:** Contractor shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees within thirty (30) days of contract execution for existing employees and within thirty (30) days of employment for new employees.
3. **Posting:** Contractor shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish, and other languages spoken by a significant number of the Contractor's employees, in a prominent place in a communal area of each worksite covered by the Contract.
4. **Subcontractors:** Contractor hereby agrees to require Subcontractors, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors. Contractor shall include these Living Wage Compliance Provisions in any contract with such Subcontractors.
5. **Term of Compliance:** Contractor hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for as long as work related to this contract is being performed by Contractor's employees, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such work is performed.
6. **Reporting:** Contractor shall provide the Annual Reports and attachments required by the Ordinance and Regulations.
7. **Penalties:** Contractor acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations, which penalties may include, without limitation, per order of the City Compliance Official, the following:
 - Suspension and/or termination of the contract or subcontract by the City.
 - Barring the Contractor from eligibility for future City contracts until all ordered relief has been made or paid in full.
 - Liquidated damages payable to the City of St. Louis in the amount of \$500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE
DECLARATION

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

BIDDER'S/PROPONENT'S NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The bidder/proponent hereby agrees to comply with the Ordinance and the associated Regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Illegal Immigrant Employees

Any "business entity", as defined by Section 285.525 of the Revised Statutes of Missouri 2008, as amended, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2008, as amended, by **sworn affidavit** (attached hereto as Exhibit __) **and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The "business entity" shall also sign an affidavit (attached hereto as Exhibit __) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors.

EXHIBIT _____

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Business Entity)

I have the legal authority to make the following assertions:

1. _____ (Business Entity) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Business Entity) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

PERFORMANCE BOND

FORMAL EXECUTION OF THE CONTRACT AND BOND MAY BE A REQUIREMENT FOR ALL CONTRACTS OVER \$5,000. THE ORIGINAL BOND, (IF REQUIRED), MUST BE RECEIVED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER NOTICE OF AWARD IS GIVEN TO THE SUCCESSFUL BIDDER. BOND MUST BE EXECUTED BY ATTORNEY-IN-FACT FOR SURETY COMPANY BEFORE A LICENSED NOTARY PUBLIC. NO WAIVERS WILL BE GIVEN AND NO ORDERS WILL BE PLACED UNTIL THE REQUIRED BOND IS EXECUTED! NO INVOICES WILL BE PAID UNTIL THE BOND IS EXECUTED. YOUR SIGNATURE BELOW INDICATES YOU ARE AWARE OF THE PERFORMANCE BOND TERMS.

BIDDERS ARE TO INCLUDE, AS PART OF BID PROPOSAL, THE NAME AND ADDRESS OF SOME SURETY AUTHORIZED TO DO BUSINESS IN THE STATE OF MISSOURI FOR FIFTY PERCENT (50%) OF THE CONTRACT (BID PROPOSAL) PRICE, CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE TERMS OF THE CONTRACT SPECIFIED.

NAME OF SURETY COMPANY _____

ADDRESS _____

SUBLETTING: Subletting or assigning of any bid under these specifications, or any contract to a successful bidder under these specifications, cannot be made without approval of the SUPPLY COMMISSIONER for the City of St. Louis

DELIVERY: Please state delivery details, i.e., time involved from receipt of purchase order, delivery, minimum order, and charge for orders under the minimum.

Days A.R.O.: _____ Minimum Order Quantities: _____ Other: _____

NOTE: Payments hereunder are subject to annual appropriation. Our Budget Year begins July 1st.

PRICE ESCALATION: Prices quoted must be firm for one (1) year from date of award. The vendor must provide notification of any proposed price increase forty-five (45) days prior to the proposed effective date. The amount of the increase shall not exceed actual documented increase in Vendor's Direct Cost and shall not ever total more than five percent (5%) in any one year. To request a price increase, the Vendor must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Vendor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Vendor's supplier(s) showing the actual dollar increase/decrease to the Vendor must accompany this request. Such documentation from the Vendor's supplier must clearly show the dollar increase incurred by the Vendor on the applicable Contract per item bid. The letter and documentation shall be sent to the following address: Supply Commissioner, City of St. Louis, 1200 Market Street, Room 324, St. Louis, MO 63103. If the Supply Commissioner approves the price increase, the Vendor will be notified in writing; no price increase will be effective until the Vendor receives this notice.

TERMINATION: The City of St. Louis, Missouri reserves the right to cancel this contract by giving thirty (30) days written notice at the Vendor's regular mailing address.

SALES/SERVICE CALLS: Does a Salesperson ever make sales/service calls in St. Louis City?

[] Yes [] No

COOPERATIVE PROCUREMENT: Will your Company allow cooperative procurement to other political subdivisions within the State of Missouri?

[] Yes [] No

PAYMENT TERMS: _____

QUARTERLY REPORTS: Vendor shall provide reports by January, April, July and October 15th of each year to the Supply Buyer. Reports should detail contract items purchased including price (unit and total), quantity and ordering department. The City of St. Louis will not pay for these reports.

FIRM NAME: _____

DIVISION OF: _____

SIGNED BY: _____

TITLE: _____

CONTACT PERSON: _____

PHONE NO: _____

**FREDDIE L. DUNLAP
SUPPLY COMMISSIONER**

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

1. **PREPARATION OF BIDS.**
 - Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at the bidder's risk.
 - Bidders shall furnish information required by the solicitation in the form requested. The Buyer reserves the right to reject any or all with incomplete information or which are presented in a different form. The original Invitation for Bid in its entirety will be considered as fully applicable to the bid response regardless of the form used unless specifically excepted by the bidder. In the latter case, the bid may be considered non-responsive to the Invitation for Bid.
 - Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit price, except when the bidder clearly indicates that the total price for all items bid is based on consideration of being awarded the entire lot and that an adjustment of the total price is being made in consideration of receiving the entire bid.
 - If the item has a trade name, brand and/or a catalog number, such shall be stated in the bid. If the supplier proposed to furnish an item of a different manufacturer or supplier other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the article furnished is that designated, even though the bid may state "or equal."
 - Time of proposed delivery shall be stated in definite terms; if stated in a number of days, it shall include Saturdays, Sundays and holidays.
 - Samples, when required, shall be furnished prior to the closing date or within time specified in bid. Buyer reserves the right to reject bids submitted without required samples.

2. **ALTERNATE BIDS.** Alternate bids may be submitted and, if deemed advantageous to the City, they may be evaluated and considered. The City is under no obligation to consider or accept an alternate bid and reserves the right to reject any and all such bids.

3. **SIGNATURE.** Bidder shall sign the **INVITATION TO BID** or the **REQUEST FOR QUOTATION**, hereafter referred to as bid or solicitation, on first page and on all continuation pages in the proper section and shall enter their title and the date where requested. Erasures or other changes must be initialed by person signing the bid. Signature shall be an original and that of an agent authorized to sign on behalf other company.

4. **SUBMISSION OF BID.** Bids and modification thereof shall be returned in a sealed envelope addressed to office specified in bid. The bid number and bid closing date and hour shall be shown on the face of the envelope. Facsimile telegraph and telephone bids will not be considered unless authorized by the bid or the Buyer and must be confirmed in writing. Telephone modification will not be considered unless authorized by the bid or Buyer and subsequently confirmed in writing.

5. **OCCUPATIONAL LICENSE.** All suppliers located in St. Louis, Missouri, must have a valid City of St. Louis business license for sale of goods or services. Suppliers located outside St. Louis, Missouri, must have a City of St. Louis business license if services are performed in St. Louis, Missouri city limits. A valid license is required as a condition of all contracts. Contracts will not be considered fully executed until the license is obtained. Failure to obtain the necessary license and to maintain it on a current basis will be grounds to disqualify bids and to cancel existing contracts.

6. **EARNINGS AND OTHER TAXES.**
 - All suppliers located in St. Louis, Missouri, are required to have a valid earnings tax file number and to pay earnings taxes on wages. Suppliers located outside St. Louis, Missouri, must have a valid earnings tax file number and pay earnings taxes if services are performed in St. Louis, Missouri. Obtaining a file number and payment of taxes are required as a condition of all contracts. Failure to obtain a file number and to pay earnings taxes on a current basis will be grounds to disqualify bids and to cancel existing contracts.
 - All suppliers located in St. Louis, Missouri, must have all required licenses and permits and pay all fees and taxes that are required by the City. Suppliers located outside St. Louis, Missouri, must, when applicable, have all required licenses and permits and pay all fees and

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

taxes required by the City from nonresident suppliers. Failure to comply with the foregoing will be grounds to disqualify bids and to cancel existing contracts.

7. **EXPIRATION OF BID.** All bids shall be considered as firm for a period of forty-five (45) calendar days, commencing the day following the date of the bid closing and expiring at midnight of the last day, unless otherwise stated in the body of the bid by the Supply Commissioner. The bidder may state a date his/her bid expires, provided the date is specific and is entered on the first page of the bid.
8. **MODIFICATION OR WITHDRAWAL OF BIDS.**
 - Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person or by a bidder of his/her authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted (however see paragraph 10).
 - If this solicitation is negotiated, bids may be modified (subject to paragraph 10 when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Bids may be withdrawn in person by a bidder or his/her authorized representative, provided their identity is made known and they signs a receipt for the bid prior to award.
9. **LATE BIDS AND MODIFICATIONS OR WITHDRAWALS.**
 - Bids and modification of bids (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the City that the late receipt was due to delay in the mail for which the bidder was not responsible; or (3) if submitted by mail (or telegram facsimile if authorized) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt; provided that the timely receipt is established upon examination of an appropriate date or time stamp (if any) or of other documentary evidence of receipt (if readily available) within the control of the City or of the Post Office serving it. However, a modification of a successful bid which makes the terms of the bid more favorable to the City will be considered at any time it is received and may thereafter be accepted.
 - The time of mailing of late bid submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt of registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.
10. **MISTAKE IN BID.**
 - If the bidder discovers a mistake in bid prior to the hours and date specified for receipt of bid, he/she may correct the mistake by modifying or withdrawing the bid in accordance with paragraph 8 and 9 above.
 - If the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to him/her prior to the issuance of a purchase order or a contract, he/she may request consideration be given to modifying the bid if he/she remains the lowest bidder or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid opening. The decision of the Buyer is final as regards acceptance or rejection of request for correction of bids.
 - **A MISTAKE IN BID CANNOT BE CONSIDERED ONCE A PURCHASE ORDER OR CONTRACT IS ISSUED.**
11. **NO BIDS AND FUTURE SOLICITATIONS.** It is required that if a supplier does not desire to bid, the bid should be marked "NO BID" and returned in order to maintain the bidder's name in supplier file for future solicitations. If a bidder fails to respond to four (4) successive bids without returning a "NO BID," the Buyer reserves the right to delete the bidder, or certain products listed as sold by the supplier, from the supplier file for future solicitations.
12. **BID BOND REQUIREMENT.** Bid bonds shall be provided, by the bidder, when specified by the terms of the **INVITATION FOR BID** or the **REQUEST FOR QUOTATION**. The amount shall be that determined by the Supply Commissioner, City of St. Louis, Missouri, to be reasonable and necessary to protect the best interest of the City. When required, the bid bond must

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

accompany the bid. Failure to provide the bond prior to the bid opening will be cause for disqualification of the bid. The bond may be in the form of a surety bond, cashier's check, money order, or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the City in case the bidder shall fail or refuse to execute the contract.

13. **TRADE-IN.** If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the City retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The City is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.
14. **EVALUATION OF BIDS FOR MULTIPLE AWARDS.** In addition to other factors, bids will be evaluated on the basis of advantages or disadvantages to the City that might result from making more than one award (multiple awards) to include total cost of ownership and administrative cost to the City of issuing and administering each contract and associated purchase orders awarded under this invitation. Administrative costs will be in a range for the class of procurement as established by the Supply Commissioner. Individual awards will be for the items and/or services and combinations of items and/or services which result in the lowest aggregate price to the city, including such administration costs.
15. **AWARD OF CONTRACT.**
 - **BIDS WILL BE ANALYZED AND THE AWARD MADE TO THE LOWEST AND BEST RESPONSIVE AND RESPONSIBLE BIDDER** whose bid conforms to the solicitation and whose bid is considered to be most advantageous or best value to the City, price and other factors considered. The right to determine the foregoing is reserved to the Supply Commissioner and is not subject to appeal. In the event equal bids are received, paragraph 18. **MISSOURI AND OTHER PREFERENCE** will apply. If the preference does not break the tie, then the award will be made by public drawing of lots by the Buyer and one witness.
 - The City reserves the right to reject any and all bids and all or part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to select the bid(s) deemed most advantageous or best value to the City. The City shall consider bids submitted to an "all or nothing" basis if the bid is clearly designated as such.
 - The City may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SOLICITATION, 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 AT THE UNIT PRICES BID UNLESS THE BIDDER SPECIFIES OTHERWISE IN THEIR BID.**
 - **UPON ACCEPTANCE BY THE CITY, THE SOLICITATION FOR BID AND A PURCHASE ORDER ISSUED TO THE SUCCESSFUL BIDDER WITHIN THE TIME SPECIFIED SHALL BE DEEMED TO RESULT IN A BINDING CONTRACT WITHOUT FURTHER ACTION BY EITHER PARTY. ITEMS ARE TO BE FURNISHED AS DESCRIBED IN THE BID AND IN STRICT CONFORMITY WITH ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND DRAWINGS CONTAINED IN THE COMPLETE CONTRACT.**
16. **PURCHASE ORDERS.** All goods and services will be ordered by means of a purchase order for which funds have been certified and encumbered by the Comptroller. Goods and services will not be provided in excess of the amount of the purchase order. The City has no obligation to pay invoices in excess of the purchase order amount. Under emergency conditions, the Supply Commissioner may order goods or services and provide a purchase order number by telephone.
17. **PERFORMANCE BOND REQUIREMENT.** A performance bond shall be provided by the bidder receiving the award when specified by the terms of the bid. The amount shall be that determined by the Supply Commissioner to be reasonable and necessary to protect the best interest of the City. **"THE BOND MAY BE IN THE FORM OF A SURETY BOND OR CASHIERS CHECK"**. Such bond or deposit shall be forfeited to the City in case the bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract. The contract is not considered to be complete until the performance bond is submitted. Purchase orders may not be issued or invoices paid unless the required performance bond is on file. Unless specified otherwise in the bid, the bond must be furnished within twenty-one (21) calendar days after receipt of notification of intent to award the contract

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

or receipt of a request for performance bond. The City has the right to disqualify an otherwise successful bid if the performance bond is not received within the time requested.

18. MISSOURI AND OTHER PREFERENCE.

- By virtue of statutory authority, the Buyer shall give preference to all commodities manufactured, produced, assembled or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. Within the State of Missouri, the same type of preference is given to firms located in the City, as versus other firms located in Missouri but outside the city limits.
- The City has implemented the Missouri Domestic Procurement Act (Buy American), Sections 34.350 to 34.359 RSMO Supp. 1987, by adopting the following policy on the purchase of American goods. Preference will be given to the purchase or lease of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods. Suppliers providing services and/or products under Term Supply and Services Contracts and leases will give preference to providing products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods.

19. TIME OF DELIVERY. Delivery is **REQUIRED** to be made in accordance with the schedule shown in the solicitation and purchase order. Bids offering delivery of each quantity within the applicable delivery period specified above will be evaluated equally as regards time of delivery. Bids offering delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable delivery period may, as determined by the Buyer, be considered non-responsive and may be rejected. When a bidder offers an earlier delivery schedule than that called for in the bid, the City reserves the right to award either in accordance with the **REQUIRED** schedule or in accordance with the schedule offered by the bidder. If the bidder offers no other delivery schedule, the delivery schedule stated above shall apply.

20. F.O.B. DESTINATION. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the Contractor. The City shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (Or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the City acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, he/she shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 20 is applicable.

- **FOB DESTINATION, FREIGHT PREPAID BY SELLER.** The seller pays and bears all freight charges.
- **FOB DESTINATION, FREIGHT PREPAID AND CHARGED BACK ON INVOICE.** The seller pays the freight and charges the City by adding it to the invoice.
- **FOB DESTINATION, FREIGHT COLLECT.** The City pays and bears the freight charges.
- **FOB DESTINATION, FREIGHT COLLECT AND ALLOWED ON INVOICE.** The City pays the freight charges and deducts the amount from the seller's invoice.

21. QUALITY. Unless otherwise required by terms of the solicitation all goods furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance service shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

22. PRICE. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

23. **BRAND NAME OR EQUAL.** WHENEVER THE NAME OF THE MANUFACTURER OR THE SUPPLIER IS MENTIONED ON THE FACE HEREOF AND THE "OR EQUAL" DO NOT FOLLOW, IT SHALL BE DEEMED THAT THE WORDS "OR EQUAL" SHALL FOLLOW SUCH DESIGNATIONS UNLESS THE FACE HEREOF SPECIFIES "NO SUBSTITUTIONS. THE CITY MAY ASSUME THAT ITEMS BID ARE EQUAL OR IT MAY REQUEST SAMPLES AND PROOF THEREOF AND UNLESS APPROVED BEFORE SHIPMENT, CITY RESERVES THE RIGHT TO RETURN AT THE BIDDER'S EXPENSE ALL ITEMS THAT ARE NOT ACCEPTABLE AS EQUALS, SAID ITEMS TO BE REPLACED BY THE BIDDER WITH SATISFACTORY ITEMS AT THE ORIGINAL BID PRICE.
24. **COMMERCIAL WARRANTY.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract.
25. **FREIGHT CHARGES ON DIRECT SHIPMENTS TO THE CITY.** The price or prices mentioned in the bid and carried into this contract are made with reference to lawful freight charges in existence at the time of submission of bids, and said contract prices shall be increased or decreased, as the case may be, by any change in freight rates, provided that any claim for any additional freight must be presented to the City, within thirty (30) days after such advance in freight rates becomes effective. Reductions in freight will be deducted from the contract price. The clause applies to freight on shipments made directly and separately by the manufacturer to the City.
26. **VARIATION IN QUANTITY.** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
27. **DISCOUNTS.**
- Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating bids for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the City, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
 - Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.
28. **SELLER'S INVOICE.** Invoices shall be prepared and submitted in duplicate to delivery address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
29. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping to address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the City. Supplier will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.
30. **LOSS AND DAMAGED SHIPMENTS.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the supplier. The City has no obligation to accept damaged shipments and reserves the right to return at the supplier's expense damaged

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

merchandise even though the damage was not apparent or discovered until after receipt of the items.

31. **LATE SHIPMENTS.** Supplier is responsible to notify the City department receiving the items and the Buyer of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.
32. **TAX EXEMPTION-FEDERAL AND STATE.**
- The City is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the Internal Revenue Service is No. 43-6003231.
 - The City is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39 (10) Article 3, of the Missouri Constitution and sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.
33. **CITY FURNISHED PROPERTY.**
- The City shall deliver to the Contractor for use only in connection with this contract, the property described in the schedule or specifications (hereinafter referred to as "City-furnished property"), at the times and locations stated herein. If the City-furnished property, suitable for its intended use, is not so delivered to the Contractor, the Supply Commissioner shall, upon timely written request made by the Contractor, and if the facts warrant such action, equitably adjust any affected provision of this contract pursuant paragraph 35, **AMENDMENTS AND MODIFICATIONS.**
 - Title to City-furnished property shall remain in the City. The Contractor shall maintain adequate property control records of City-furnished property in accordance with sound industrial practice.
 - Unless otherwise provided in this contract the Contractor, upon delivery to him/her of any City-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.
 - The Contractor shall, upon completion of this contract, prepare for shipment, deliver f.o.b. origin, or dispose of all City-furnished property not consumed in the performance of this contract or not theretofore delivered to the City, as may be directed or authorized by the Supply Commissioner. The net proceeds of any such disposal shall be credited to the contract price or paid in such other manner as the Supply Commissioner may direct.
34. **LABORATORY AND OTHER TESTS.** The City reserves the right to test all articles, commodities, supplies, materials and equipment, referred to hereafter as articles, delivered during the life of the proposed contract, at an independent laboratory, to be designated by the Supply Commissioner. The laboratory test shall include each item of the specification to determine whether the articles delivered are in conformity therewith. Tests shall be made on articles selected at random from deliveries made under the proposed contract or contracts. Where the result of such test shows that the articles delivered are not equal or do not conform to the specification, then the expense of making such test shall be paid by the Contractor (the bidder in the proposal). If the result of any additional test shall show that the articles delivered and tested conform to the specifications, then in such case the expense of making such test shall be paid by the City. The City further has the right to conduct tests using its own facilities and test methods when adequate facilities and procedure are available.
35. **AMENDMENTS AND MODIFICATIONS.** The Supply Commissioner may at any time, by a written order, and without notice to the sureties, make a **MODIFICATION** to the contract or an amendment to the purchase order, within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to specially manufactured for the City in accordance therewith; (2) method of shipment or packing; and (3) place of delivery. If such change causes an increase or decrease in the cost of, or the time required for performance of this contract whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of the contract or amendment to the purchase order. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification; provided that the Supply Commissioner, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes"; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed. Any other modifications and amendments made within the general scope of the contract will be by written mutual agreement.

36. **DISPUTES.**

- Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Supply Commissioner, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Supply Commissioner shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Supply Commissioner a written appeal addressed to the Board of Standardization. The decision of Board of Standardization shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, in connection with any appeal proceeding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Supply Commissioner's decision.
- This **DISPUTES** clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

37. **TERMINATION FOR DEFAULT.**

- The City may, subject to the provisions of paragraph below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances;
 - i. if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days after receipt of notice from the Buyer specifying such failure.
- In the event the City terminates this contract in whole or in part as provided in paragraph A of this clause, the City may procure, upon such terms and such manner as the Buyer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of shall be the same as if notice of termination for convenience had been issued pursuant to such clause.

38. **TERMINATION FOR CONVENIENCE.** The Supply Commissioner, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the City. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent, that this contract

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination.

39. **EXAMINATION OF RECORDS.**

- If this contract exceeds \$5,000, the Contractor agrees that the City Auditor of the City or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor, involving transactions related to this contract.
- The Contractor agrees to include the clause above in all his subcontracts hereunder, except purchase orders not exceeding \$5,000.

40. **OFFICIALS NOT TO BENEFIT.** No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

41. **CONFLICT OF INTEREST.** No employee or member of the employee's immediate family, or elected or appointed member of City government may participate directly or indirectly in the procurement process if they:

- Have a financial interest or other personal interest which is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment, or action in the performance of their official duties.
- Are negotiating or have an arrangement concerning prospective employment. The bidder warrants to the best of their knowledge that no such conflict of interest exists. In the event such a conflict occurs, the bidder is required to report it immediately to the Supply Commissioner. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion.

42. **CONVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or at its discretion, to deduct from contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. This section shall not prevent an attorney from representing a client in any dispute respecting a contract nor shall it prevent an attorney or an accountant from entering into contract negotiation with the City on behalf of a client.

43. **GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES.** It is unlawful for any person or business to offer, give or agree to give, to any employee of the City or former employee, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract of subcontract, or to any solicitation or proposal therefore.

44. **KICKBACKS ILLEGAL IN SUBCONTRACTING.** It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS

45. **CONTEMPORANEOUS EMPLOYMENT PROHIBITED.** The Contractor warrants and agrees that no employee or elected or appointed member of City government who is participating directly or indirectly in the procurement process is or will become as a result of this contract an employee of the Contractor. For breach or violation of the warranty, the City shall have the right to annul this contract without liability or at its discretion.
46. **RECOVERY OF VALUE.** The value of anything transferred or received in breach of ethical standards contained in paragraphs 41, 42, 43, 44, 45 and 47 of these **INSTRUCTIONS AND CONDITIONS** by a bidder, contractor, City employee, elected and appointed City officials, or a non-employee may be recovered from parties involved.
47. **CONFIDENTIAL INFORMATION.** Any information deemed confidential or proprietary must be clearly marked by the bidder or contractor as such. It will be protected and treated with confidentiality to the extent permitted by state statutes concerning public information. Any data to be returned must be so marked and will be returned if not essential to the bid or contract record. It is unlawful for an employee, former employee or elected or appointed City official to use confidential information for actual or anticipated personal gain or the anticipated personal gain of another person.
48. **DEBARMENT OR SUSPENSION.** After reasonable notice to the person or business involved and reasonable opportunity for that person or business to be heard, the Supply Commissioner, after consulting with the City Counselor, is authorized to debar the person or business or cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the City Attorney, the Supply Commissioner is authorized to suspend a person or business from consideration for award of contracts if there is probable cause to believe that the person or business has engaged in any activity which might lead to debarment. The suspension shall for a period not to exceed three months. The causes for debarment include:
- Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City Contractor;
 - Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
 - Violation of contract provisions, as set forth below, of a character which is regarded by the Supply Commissioner to be so serious as to justify debarment action:
 - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
 - Any other cause the Supply Commissioner determines to be as serious and compelling as to affect responsibility as a City contractor, including debarment by another governmental entity.
49. **ASSISTANCE FOR MINORITY AND WOMEN-OWNED BUSINESSES.**
- It is the policy of the City to encourage and foster participation of minority and women-owned businesses in purchasing and contracting and to assure that such businesses have an equal opportunity to compete.
 - The Supply Division is available to assist minority and women-owned businesses; in completing supplier applications; in becoming acquainted with the City purchasing system, departments and Buyers; by providing advice and information on previous bids and bid prices; and assisting in resolving problems on such matters as specifications, bid terms, and bonding requirements.
50. **ASSIGNMENT OF CONTRACT AND CLAIMS.** A contract or purchase order or the proceeds thereof may not be assigned without the written permission of the Supply Commissioner.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

51. **ASSIGNMENT OF ANTITRUST RIGHTS AND INTEREST.** Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as a result of or in relation to the particular goods or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.
52. **COMPENSATION INSURANCE.** The Contractor shall furnish adequate compensation insurance to cover all employees furnishing materials and/or services referred to in attached contract to the City and under the control of the Contractor, and shall relieve and hold the City harmless from any costs due to accidents or other liabilities mentioned in the Worker's Compensation Act. If requested, Contractor shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of such insurance policies herein referred to.
53. **CLAIMS.** Supplier agrees to defend, protect and save the City harmless from any claims and actions arising out of patent infringements and product liability.
54. **LABOR PRACTICES.** The supplier agrees to comply with all Federal and State Laws, and City Ordinances where applicable, relating to fair labor practices and discrimination in the employment of persons.
55. **LAIBILITY AND INSURANCE.**
- The Contractor shall be:
 - i. liable to the City for loss of or damage to property, real and personal, owned by the City or for which the City is liable;
 - ii. responsible for, and hold the City harmless from, loss of or damage to property not included in (1) above; and
 - iii. responsible for, and hold the City harmless from, bodily injury and death of persons, occasioned either in whole or in part by the negligence or fault of the Contractor, his officers, agents, or employees in the performance of work under this contract. For the purpose of this clause, all cargo loaded or unloaded under this contract is agreed to be property owned by the City or property for which the City is liable. The amount of the loss or damage as determined by the Buyer will be withheld from payments otherwise due the Contractor. Determination of liability and responsibility by the Buyer will constitute questions of fact within the meaning of the paragraph 36, **DISPUTES.** The general liability and responsibility of the Contractor under this clause are subject only to the following specific limitations.
 - The Contractor shall not be responsible to the City for and does not agree to hold the City harmless from loss or damage to property or bodily injury to or death of persons if the damage, injury or death resulted solely from an act or omission of the City or employees of the Contractor acting within specific directions of the Buyer.
 - The Contractor shall at his own cost and expense, defend any suits, demands, claims, or actions, in which the City might be names as a codefendant of the Contractor, arising out of or as a result of the Contractor's performance of work under this contract, whether or not such suit, demand, claim, or action arose out of or was the result of the Contractor's negligence. This shall not prejudice the right of the City to appear in such suit, participate in defense and take such actions as may be necessary to protect the interest of the City.
 - The Contractor shall agree to meet all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under any of the said respective laws by and duly authorized Federal, State, or local official; and agree to indemnify and save harmless the City from such contributions or taxes or liability therefore.
 - Place of Suit. This contract is executed in the City of St. Louis, Missouri. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and prosecuted only in courts located in the city of St. Louis, Missouri. Each party to this contract has waived the right to change of venue.
 - Law Governing. This contract shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

- When specifically requested by the Buyer in the solicitation and purchase order, the contractor shall, at his own expense, procure and maintain the following insurance with a company acceptable to the Supply Commissioner or his designated representative. Further, the City shall be named as an additional insured on insurance coverage's (ii) and (iii) below.
 - i. Standard Worker's Compensation and Employer's Liability Insurance and Longshoremen's and Harbor Worker's Compensation Insurance or such of these as may be proper under applicable state or Federal statutes. The Contractor may however, be self-insurer against the risk if he/she has obtained the prior approval of the Buyer. This approval will be given upon receipt of satisfactory evidence that the Contractor has qualified as such self-insurer under applicable provision of law.
 - ii. Bodily injury liability insurance in the amount stated in the solicitation for any one occurrence and for an aggregate amount per occurrence.
 - iii. Personal injury liability insurance when applicable in the amount stated in the solicitation for any one occurrence and for an aggregate amount.
 - All policies of insurance required under the terms of this contract shall, by appropriate endorsement or otherwise, provide that no cancellation thereof shall be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof has been given to the Buyer.
 - Satisfactory evidence of the required insurance endorsed to show the City named as an additional beneficiary and requiring a mandatory thirty (30) day cancellation notice shall be filed with the Buyer prior to performance of any work under this contract. No contract will be considered fully executed until proof of insurance is received. The City has the right to disqualify an otherwise successful bid or cancel a term contract if proof of insurance is not provided within the time requested. Insurance coverage will be considered acceptable when provided in one of the following methods:
 - i. By issuance of an original policy designating the Contractor and the City, by name, as the insured parties under the provisions of the policy.
 - ii. By endorsement to an original policy, which endorsement shall extend to the City, by name, the same coverage and protections stipulated in the above paragraph.
 - iii. By separate contingent policy providing the required insurance coverage for the protection of the City, by name.
 - iv. By issuance of standard Certificate of Insurance modified to show the City as an additional named insured and requiring a thirty (30) day mandatory cancellation notice. The Buyer shall provide a blank modified certificate form to the Contractor.
 - It is expressly agreed that the provisions contained above of this clause shall not in any manner limit the liability or extent of liability of the Contractor as provided in this clause.
 - In the event that the Contractor is indemnified, reimbursed, or relieved for any loss or damage to City property, he/she shall equitably reimburse the City. The Contractor shall do nothing to prevent the City's right to recover against third parties for any such loss, or damage and, upon the request of the Buyer, shall at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery.
56. **CLAUSES APPLICABLE TO TERM SUPPLY AND SERVICE CONTRACTS.**
- Term Supply or Service Contract Defined. A formal contract made by the City with a supplier to purchase repetitive and estimated requirements of products or service from a supplier to be ordered and supplied as needed for a bid price over a period of time stated in the contract. The contract may be exclusive with one contractor or open to further competition.
 - Approximate Quantities. This proposal is based on estimated quantities and it is understood that the estimates are prepared by City officials for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and the City reserves the right to increase or diminish same, or to omit any one or more items, as may be deemed desirable.
 - No financial obligation shall accrue against the City until a purchase order is issued encumbering funds.

**CITY OF ST LOUIS
INSTRUCTIONS AND CONDITIONS
FOR INVITATION FOR BID AND REQUEST FOR QUOTATIONS**

- Multiyear term contracts and options to extend term contracts are subject to paragraph 57 **ANNUAL APPROPRIATION OF FUNDS.**
- Modifications to term contracts may be made by mutual written agreement; however they must be within the scope and intent of the original contract.

57. **ANNUAL APPROPRIATION OF FUNDS.**

- Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the Board of Aldermen. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, and therefore are current expense item and are not subject to any subsequent appropriation of funds.
- In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Supply Commissioner is aware of the non-appropriation of funds, however failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or paragraph 37, **TERMINATION FOR DEFAULT, of these INSTRUCTIONS AND CONDITIONS.** The City, has no monetary obligations in the event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Revised 4/2/2010