

BID FOR: FOOD SERVICE MANAGEMENT (JUVENILE DIVISION)

MANDATORY PRE-BID MTG: 03/10/15 @ 2PM, 3847 ENRIGHT, ST LOUIS, MO 63108

Bidders must return all pages of the bid. Please submit one original and one copy.
BID OPENING AT 12:00 NOON ON: TUESDAY, APRIL 7, 2015

BUYER: JOHN F. CASSIDY

PHONE: 314-622-4596

CASSIDYJ@STLOUIS-MO.GOV

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

We the undersigned, in answer to your advertisement of 2-17-15 agree to furnish the City of St. Louis with the requirements of this bid. The term of the contract will be ONE-YEAR from JULY 1, 2015. *There may be an option to extend for 1 year at a time, not to exceed 5 years.* The contract will be subject to all conditions* listed, per the attached specifications, and at prices set forth on the pages of this bid. **ATTENTION: PLEASE NOTE ITEMS # 7 & # 12 ON THE ENCLOSED "INSTRUCTIONS 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 OR SUPPLY COMMISSIONER.*

FIRM NAME: _____ TELEPHONE NUMBER: (_____) _____
ADDRESS: _____ FAX NUMBER: (_____) _____
CITY: _____ STATE: _____ ZIPCODE: _____
FEDERAL IDENTIFICATION NUMBER: _____ DATE BID SUBMITTED: _____

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

BOARD OF STANDARDIZATION FOR CONTRACT USE ONLY
DATE _____

ACCEPTED:
DATE: _____

SUPPLY COMMISSIONER, CITY OF ST. LOUIS

ACCEPTED:
DATE: _____

COMPROLLER, CITY OF ST. LOUIS

CITY COUNSELOR, CITY OF ST. LOUIS

REGISTER, CITY OF ST LOUIS

COMPROLLER'S OFFICE DOCUMENT # _____

Fixed Price

FOOD SERVICE MANAGEMENT COMPANY (FSMC) REQUEST FOR PROPOSAL AND CONTRACT

Local Education Agency Name (LEA): **City of St. Louis Juvenile
Detention**
Agreement No.: 820-1010

Send Sealed Proposal to:

City of St. Louis Supply Division

City Hall, Room 324, 1200 Market Street

St. Louis, MO 63103-2842

John Cassidy (314-622-4596)

All proposals must be received by:

Noon

April 7, 2015

To be filled in after contract awarded by LEA.

FSMC Awarded: **FSMC Name**

LOCAL EDUCATION AGENCY (LEA) INFORMATION – (LEA COMPLETE PAGES 1-8)

This solicitation is for the purpose of entering into a contract for the operation of a food service program between the school/district hereinafter referred to as the Local Education Agency (LEA) and the Food Service Management Company (FSMC).

Each bidder must submit a complete response to this solicitation *using the forms provided*. No other documents submitted with the Request for Proposal (RFP)/contract will affect the contract provisions, and *there may be no modifications to the RFP/contract language*.

1. Interested bidders must meet to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials on **3/10/2015, time** at the **Juvenile Detention Center, 3847 Enright Ave., St. Louis, MO 63108**, (attendance is required).
2. Sealed proposals are to be submitted to:

LEA	City of St. Louis Supply Division
Address	City Hall – Room 324, 1200 Market Street
City, State, Zip	St. Louis, MO 63103 -2842

3. Public opening will be on **April 7, 2015**, Noon at the Supply Division location above. Proposals will not be accepted after this time. The proposal is to be submitted in a **sealed envelope** marked **Food Service Management Proposal**.
4. This contract shall become effective **July 1, 2015** and terminate on June 30, **2016**. The effective date may be different from July 1, but the termination date must be June 30. The effective date may not occur prior to the date on which the contract is signed.
5. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the Missouri Department of Elementary and Secondary Education, School Food Services Section, hereinafter referred to as the State Agency (SA) and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.

Check only the programs the LEA operates. If a program is added later (i.e., a breakfast program), the appropriate procurement procedures must be followed.

- | | |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) (Regular Term) | <input type="checkbox"/> A la Carte |
| <input checked="" type="checkbox"/> NSLP (Summer Term) | <input checked="" type="checkbox"/> Adult Meals |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) (Regular Term) | <input type="checkbox"/> Outside Catered Events |
| <input checked="" type="checkbox"/> SBP (Summer Term) | <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) |
| <input checked="" type="checkbox"/> After-School Snack Program (ASSP) | |
| <input checked="" type="checkbox"/> Special Milk Program (SMP) | |

6. The contract charge for meal service is based on an estimated minimum number of 365 full serving days.
7. The LEA will will not require the FSMC to perform a security (background) check on any FSMC employee.

8. The LEA must designate if current LEA employees, including site and area managers as well as any other staff, will be retained by the LEA or be subject to employment by the FSMC.

Employees retain by: **N/A** LEA FSMC Both LEA and FSMC

9. LEA FSMC shall be responsible for any costs for the storage and delivery of federally donated foods used by the food service program.

10. LEA FSMC shall be responsible for any costs resulting from the processing of federally donated foods.

11. Type of food service preparation: On-site preparation Vended

LOCAL EDUCATION AGENCY INFORMATION CONTINUED

12. The LEA shall provide the FSMC with a schedule of employees, positions, assigned locations, salaries, and hours to be worked on the Labor Worksheet (Page 6).

13. The LEA authorizes the FSMC to exclusively manage and operate on its behalf the school cafeterias, kitchens, snack bars, and related food facilities located within the premises of all LEA schools specified on LEA/Site Building Listing-General Data (Page 8).

14. Attach the LEA's calendar for the current school year.

15. Attach participation information for lunch and/or breakfast and/or ala carte receipts from August through November of the prior school year broken down by each school.

16. Attach a sample 21-day cycle lunch, breakfast, and after school snack menu prepared by the LEA. This menu must be used for the first 21-day cycle of the new school year.

If additional information is required, please contact **John Cassidy** at **314-622-4596** or **cassidyj@stlouis-mo.gov**.

The LEA must obtain written approval of the RFP by the SA before issuance.

RFP/Contract Additional Provisions

Additional requests made by the LEA are to be included on this page. LEA additional RFP/contract provisions must be reviewed and approved by the State Agency.

Residential meals (daily population of approximately 20-30) – all served at 3847 Enright 7 days per week at the following times:
Breakfast: 7:10 a.m. – 8:15 a.m. Lunch: 11:30 a.m. – 1:00 p.m. Dinner: 4:30 p.m. – 6:00 p.m. Evening Snack: 8:00 p.m.
In addition, approximately 15 staff on 1st shift (7:00 a.m. – 3:00 p.m.) and 15 staff on 2nd shift (3:00 p.m. – 11:00 p.m.) eat with the residents.

Holiday menu expected five (5) times per year. Dates to be agreed upon twenty (20) business days in advance.

Within 90 days from the start of contract, the LEA and the FSMC shall agree upon a contingency plan to provide meals in the event of emergency or inclement weather situations.

Catering Services:

Sack lunches for Evening Report: up to 15 per day, 5 days per week (15 weeks per year)

Sack lunches for DAP Workcrew: up to 5 per day on Saturdays and up to 10 per day on Sundays

Sack lunches for CJP Workcrew: up to 5 per day, 5 days per week

Sack lunches for new admissions: up to 15-20 per week

Sack lunches for 3rd Shift Staff: 12 per day, 7 days per week

Snacks for various court activities: up to 25 per day, 4 times per month

Monthly Birthday Party – 60 people – birthday cake/ice cream and punch

Volunteer Dinner: 1 time per year for 200 people.

- Catered Snack: One (1) of the following: milk, or juice, and
One (1) of the following: chips, cookies, fruit or equivalent
- Sack Lunch: One (1) sandwich and one (1) fruit, and
One (1) of the following: chips, cookies or equivalent, and
One (1) of the following: milk or juice
- Volunteer Dinner:
Mostaccioli, chicken wings (hot & mild), meatballs in sauce (sweet & sour)
Dinner roll sandwiches (turkey, ham, roast beef, all with American cheese)
Garden salad (tomato, cucumber, carrots, eggs and greens), pasta salad, fruit salad
Vegetable tray (5 different vegetables w/dip in center)
Assorted cheese (pepper jack, cheddar & swiss) & assorted crackers
Yellow cake w/chocolate icing, cheesecake w/strawberry topping
Punch, iced tea, coffee (regular, decaffeinated)
10 in. plates, 6 in plates, 12 oz. cups (punch), 8 oz. coffee cups
Plastic silverware (forks, knives & spoons) – clear, large napkins

Division of Responsibilities for Food Service Program

Mark with an "X" those that will be the responsibility of the FSMC, the LEA, both LEA and FSMC or Not Applicable (NA).

COSTS	FSMC	LEA	NA
Food Cost (food, condiments, beverages)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Processing of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donated Food Inventory Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storage/Delivery Charges of Donated Foods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inter-LEA Delivery of Donated Foods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Labor Cost	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payment of Managers, and/or Supervisors:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payment of Hourly Wage Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payroll Taxes of all Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Preparation of all Employee Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Processing of all Employee Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FICA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unemployment Insurance for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health Insurance for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Life Insurance and Disability for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holidays for Contractor's employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Labor Charges for Supervision of Outside Groups using Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Labor (IF Any)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Purchased Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone, local service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone, long distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utilities (heat, power, water)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extermination	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Laundry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Removal of Trash and Garbage from Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Removal of Trash and Garbage from Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposable Service ware	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cleaning Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paper Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menu Paper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menu Printing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotional Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nutrition Education and Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment and Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replacement of Capital/Major Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Expendable/Minor Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Repair of Equipment (Normal wear and tear)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Routine Cleaning of Cafeteria Walls and Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Routine Cleaning of Kitchen Walls and Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Periodic Waxing and Buffing of Kitchen Floors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sanitation and Proper Use of Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daily Cleaning of Cafeteria Tables and Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Division of Responsibilities for Food Service Program

	FSMC	LEA	NA
Capital Improvement		X	
Building Structural Changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Painting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NSLP Application Agreement Forms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NSLP Free/Reduced Application Distribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NSLP Free/Reduced Application Approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NSLP Free/Reduced Application Verification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records Supporting Reimbursement Claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Claims for Federal & State Reimbursement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Point-of-Sale Accountability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Receipt of Federal & State Reimbursement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pricing of NSLP Meals	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Collection and deposit of Daily Cash Receipts	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menu Development	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menu Distribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pricing of A la Carte Offerings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inter-LEA Deliver to Satellite Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Lease or Purchase	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Fuel and Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Taxes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Registration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Depreciation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Audit fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Licenses/Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mileage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Physicals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sales Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance Bond (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Miscellaneous	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluation and Award **Process**

After determining that a bid satisfies the mandatory requirements stated in the RFP, the LEA shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid. The LEA must choose one of the following ways to evaluate the bids and must state in the RFP/contract how they plan to evaluate the bids.

A.

Price/Cost	50%
Experience, Reliability and Expertise	25%
Method of Performance	25%

OR

B.

Weight	Criteria
points	Price/Cost
points	Service Capability Plan
points	
points	Financial, Condition/Stability, Business Practices
points	Accounting and Reporting Systems
points	Personnel Management
points	Innovation
points	Promotion of the School Food Service Program
points	Involvement of Students, Staff, and Patrons
Total	(Must equal 100)

While price alone is not the sole basis for award, price remains the primary consideration when awarding a contract under the competitive proposal method.

In addition, after the initial screening process and review of references, a question and answer interview may be conducted with the FSMC. The FSMC may also be asked to make an oral presentation of their proposal as submitted with no modifications made to the RFP/contract language.

The LEA's officers, employees, board members, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under state law, rules, or regulations, such standards shall be provided for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

FSMC INFORMATION – (FSMC COMPLETE PAGES 9- 15)

Fixed Price Financial Agreements

The financial arrangements between the LEA and FSMC for the management of the school food services are as follows:

FMC COMPLETE THE BELOW INFORMATION	
The monthly (12 months per year) cost to the LEA during the 2015-2016 fiscal year for the administrative fee, management fee, labor fee, non-food consumables fee and food costs:	\$

The administrative fee, management fee, labor fee, non-food consumable fee and food costs will be subject to the percent change in the Consumer Price Index for all Urban Consumers from January of the previous year to January of the current year, made at the time of contract renewal. The specific CPI used will be published in Federal Register Notice, Department of Agriculture, Food and Nutrition Service, National School Lunch, Special Milk, and School Breakfast Programs, National Average Payments/Maximum Reimbursement Rates.

1. The said invoices submitted shall be payable monthly by the LEA. Finance and handling charge of 1.0 % per month will be charged on any amount remaining unpaid after thirty days (30).
2. The solicitation and any resulting contract shall be governed in all respects by the laws of the State of Missouri. The contractor shall comply with applicable federal, state, and local laws and regulations. Any claim or action arising under this agreement/contract shall have a venue in City of St. Louis, Missouri.
3. The FSMC shall provide the LEA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked on the Labor Worksheet (Page 10).

Description and History of FSMC

Each FSMC shall furnish as part of their proposal a complete general description of experience in the field of school food service operations. Please include the following:

1. Name and address of FSMC.
2. The duration and extent of experience in the operation of school food services.
3. A list of similar operations and locations where FSMC is operating or has operated school food services. Give length of time, name, address, and telephone number of contact person of each operation.
4. A summary of the FSMC's experience during the past 3 years of successfully operating a school food service program requiring nutritious meals that comply with applicable regulations.
5. A table of FSMC organization and a plan for the administrative management, supervision, and staffing proposed under the specifications of this contract.

CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Subgrants, 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 to 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Click here to enter text.

Name/Address of Organization

Click here to enter text.

Name/Title of Submitting Official

Signature _____

Date _____

Click here to enter a date.

DISCLOSURE OF LOBBYING ACTIVITIES
APPROVED BY OMB
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT
TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC BURDEN DISCLOSURE)

<input type="checkbox"/> 1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	<input type="checkbox"/> 2. Status of Federal Action: a. Bid/Offer/Application b. Initial Award c. Postaward	<input type="checkbox"/> 3. Report Type: a. Initial Filing b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Subawardee <input type="checkbox"/> Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description CFDA Number, if applicable: Click here to enter CFDA Number	
8. Federal Action Number: (if known) _____	9. Award Amount: (if known) \$ \$ Click here to enter Award Amount	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, MI) _____	b. Individual Performing Services: (including address if different from No. 10a.) (last name, first name, MI) _____	
11. Amount of Payment: (check all that apply) \$ Click here to enter Payment Amount Actual <input type="checkbox"/> Planned <input type="checkbox"/>	13. Type of Payment: (check all that apply) <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-Time Fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingency Fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other: (specify) Enter text	
12. Form of Payment: (check all that apply) a. Cash Nature Enter Nature b. In-kind (specify) Value Enter Value		
14. Brief Description of services performed or to be performed and date(s) of services, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11: <small>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
15. Continuation Sheets Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. <small>This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</small>		Signature: _____ Print Name: Enter Name Title: Enter Title Telephone Number: Enter Phone Number Date: Click here to enter a date.

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(SEE NEXT PAGE FOR PUBLIC BURDEN DISCLOSURE)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; grant announcement number; the contract, grant or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001"
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

RFP/Contract Additional Provision

Additional requests made by the FSMC are to be included on this page. FSMC additional RFP/contract provisions must be reviewed and approved by the SA.

Sanitation responsibility of the FSMC shall include:

1. The FSMC shall remove garbage and trash from the kitchen and storage areas in containers to designated areas as specified by the LEA.
2. The FSMC shall clean the kitchen including appliances, equipment, counters, walls and floors.
3. The LEA shall clean ducts and hoods above the filter line.
4. The FSMC shall clean ducts and hoods below the filter line.
5. The FSMC shall follow proper grease disposal procedures as designated by the LEA.
6. The FSMC shall pour bleach down drains once per day.
7. The LEA shall provide extermination service as needed.
8. The FSMC shall comply with all local and state sanitation requirements in the storage and preparation of food.
9. The FSMC shall comply with all local and state sanitation requirements in the cleaning of the kitchen, appliances, equipment, counters, walls, floors and run test strips as required by the City of St. Louis Health Department.
10. Maintain current Health Certificate as required by law..

Alien Affidavit:

Contractor shall be in compliance with all applicable provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri, and provided the Court by sworn affidavit (Exhibit A), which is attached hereto and incorporated herein, a statement of affirmation that Contractor does not knowingly employ any person who is an unauthorized alien in connection with this contract, and further, that Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with this contract. Contractor submitted with its bid a signed affidavit pertaining to the above-referenced requirements, which shall remain in full force and effect during the term and any extension of this contract. Contractor has an obligation to immediately notify the Court in writing of any change in the provisions of this affidavit.

Indemnification:

Contractor to protect, defend, indemnify and hold harmless the City, its officials, employee agents, and representatives against all claims, liabilities, losses, damages, amounts paid in settlement, and expenses including reasonable attorney's fees related to or arising from negligent or wrongful acts or omissions of Contractor's employees, agents or representatives relating to the subject matter of this agreement.

Taxes and Business License:

Be current in payment of all City earnings taxes due, have filed all required returns of earnings tax and payroll expense tax with the City of St. Louis, and have a current City of St. Louis Business License or be deemed exempt from the Business License requirement, upon entering initial contract and all subsequent renewal periods.

General Information – Terms and Conditions to be Included in RFP\Contract (Pages 16-28)

The LEA wishes to retain the FSMC to provide certain food and food related services at the sites specified by the LEA.

The contract is acknowledged by the LEA and FSMC to be satisfactory and adequate. Both parties agree as follows:

1. The food service program provided shall be operated and maintained as a benefit to the LEA students, faculty, and staff.
2. The FSMC must give evidence of financial stability.
3. The FSMC must be licensed to do business in the State of Missouri and City of St. Louis.
4. Award shall be made to the qualified and responsible offer whose proposal is responsive to this solicitation. A responsible offer is one who's financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
5. The FSMC or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMCs own risk and cannot secure relief on the plea of error.
6. The LEA is not liable for any cost incurred by the FSMC prior to the signing of a contract by all parties. **Paying the FSMC from the Child Nutrition Program funds is prohibited until the contract is approved by the SA, and signed by both parties.**
7. Provisions for equipment purchases that entail repayment to the FSMC over a period in excess of one year are not permitted.
8. No oral interpretation will be made to any FSMC as to the meaning of the RFP. Any oral communication will be considered unofficial and non-binding on the LEA. Unauthorized contact by the FSMC with other LEA employees or LEA Board Member regarding the RFP may result in disqualification. Each request for such interpretation shall be made in writing to the LEA. Every interpretation made to the FSMC will be in the form of an addendum to the specification, mailed to each FSMC, and will be on file at the school. All such addenda shall become part of the final contract and FSMC shall be bound by such addenda.
9. In the event the contract initially awarded by the LEA is terminated for any reason within 120 days of the due date for proposals, the LEA reserves the right to accept any other submitted proposal in conformance to the requirements of this solicitation including submission by the original date by which such proposals where due.

Intent

1. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the SA and the USDA regarding Child Nutrition Programs.
2. The LEA is prohibited from entering into contracts that are on a "cost-plus-a-percentage of cost" or "cost-plus-a-percentage-of-income" basis.
3. If the LEA determines that significant changes are necessary, the LEA must rebid the contract. The following changes would normally not substantially change the contract.

Number of schools - new schools added;

Changes in enrollment - decreased and increased in student enrollment and the corresponding change expected in participation;

Changes in meal prices charged to students by LEA - meal price changes (determined by the LEA);

Cost increases - cost increases limited to a measurable index (such as the Consumer Price Index for all Urban Consumers); and

Meal equivalency - minor adjustments to the per meal equivalency.

4. Examples of substantive changes which could require the LEA to rebid the contract include; the addition of a program, such as the SBP; major changes to the formula for determining meal equivalency; a major shift in responsibilities for the LEA/FSMC staff; and significant changes in the basis for determining guaranteed returns.
5. The FSMC shall cooperate with the LEA in promoting nutrition education and coordinating the LEA's food service with classroom instructions.
6. The LEA reserves the right to maintain present food and beverage vending machines in its facilities.
7. The FSMC will be required to use the LEA's point of sale software. Information regarding the software will be available at the pre-bid conference.
8. The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC shall not be employees of the LEA.
9. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc, as requested by the LEA. The LEA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC's overhead and administrative expense if applicable to providing such service. USDA donated foods shall not be used for these special functions.
10. This contract constitutes the entire agreement between the LEA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
11. No provision of this contract shall be assigned or subcontracted without prior written consent of the LEA.
12. Any agreement between the LEA and the FSMC shall be subject to approval by the SA.

Duration and Termination

1. This contract shall be for duration of no longer than one year; and options for the yearly renewal of a contract may not exceed four (4) additional years. (7 CFR 210.16(d))
2. Either party may cancel for cause with 60 day notification. (7CFR 210.16(d))
3. Any amendment, addendum, and/or renewal to the contract shall become effective at the time specified and must be sent to the SA.
4. Neither the FSMC nor the LEA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
5. Ensure that the SA has reviewed and approved contract terms and that the LEA has incorporated all SA required changes into the contract or amendment before any contract or amendment to an existing FSMC contract is executed. Any changes made by the LEA or FSMC to a SA pre-approved prototype contract or SA approved contract term must be approved in writing by the SA before the contract is executed. When requested, the LEA must submit all procurement documents, including responses submitted by potential contractors, to the SA, by the due date established by the SA. (7 CFR 210.16(a)(10))

Cost + Fee Financial Agreements

1. All administrative/management fees shall be specifically stated in this contract. Such fees may be calculated on cents per meal or flat fee basis. The FSMC will operate, administer, and manage the food service for the LEA in accordance with the financial arrangements as set forth in this section.
2. All program expenses not otherwise defined in the contract will be assumed to be covered by the FSMC under the administrative fee. All indirect and overhead costs must be included in the administrative fee

3. The following must be included in the administrative fees and may not be charged in any other expenses. Any travel relating to the following must be covered by the administrative fee.

- Personnel and labor relation services and visitation
- Legal department services
- Purchasing and quality control
- Technical research
- Cost incurred in hiring and relocating FSMC management personnel
- Dietetic services (administrative and nutritional)
- Test kitchens
- Accounting and accounting procedures
- Tax administration
- Technical supervision
- Supervisor personnel and regular inspections or audit personnel
- Teaching and training programs
- General regional support
- General national headquarters support
- Design services
- Menu development
- Information technology and support
- Payroll documentation and administrative cost
- Sanitation
- Personnel advice

4. The following definitions are provided to clarify allowable direct costs:

- a. Food is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered and a la carte meals as specified under terms and conditions this includes the cost of donated foods handling and warehousing charges.
- b. **Labor** is defined as and limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
- c. **Contracted Services** are costs incurred to pay for a service provided by another company. Typical cost would be laundry services, pest control, and periodic maintenance services. Those cost normally recognized as a part of the FSMC administrative cost cannot be separately contracted for and charged to the LEA account.
- d. **Transportation Cost** is cost incurred in operating a food service delivery vehicle. These would include gas, oil, tune-ups, and minor repairs. Cost of the purchase of the vehicle would be a capital expense.
- e. **Non food Expenses** are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein. Products embossed with the FSMC logo are not to be considered allowable direct cost items.

5. ~~Total meals are calculated by adding reimbursable meals, non-reimbursable and meal equivalents. The per meal management fee will be multiplied by total meals. The per meal administrative fee will be multiplied by total meals.~~
N/A

6. Goods purchased become the property of the LEA, should not be company specific, and must be used solely to benefit the LEA. Reimbursement for cost of goods will be the actual purchases as documented by invoices less all discounts and rebates taken by the company. Where rebates are not made directly to the FSMC without designation to specific FSMC accounts, the FSMC will prorate the discount and credit the LEA.

7. The LEA shall ensure that the FSMC fully discloses all discounts, rebates, allowances, and incentives received by the FSMC from its suppliers. If the FSMC receives a discount, rebate, allowance, or incentive from any supplier, the FSMC must disclose and return to the LEA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the LEA. All discounts, rebates, allowances, and incentives must be returned to the LEA during a mutually agreed upon timeframe that is beneficial to the LEA.
8. All procurement for goods and services related to this contract shall conform to federal procurement standards which provide for maximum open and free competition (7 CFR Part 3016 for public schools and 7 CFR Part 3019 for non-public schools). The FSMC shall maintain documentation of compliance with these standards.
9. The FSMC shall submit an invoice to the LEA weekly based upon the actual number of meals served during that calendar week, or monthly based upon the actual number of meals served during the calendar month multiplied by the daily rates for the total billing.
10. The LEA's failure to pay as invoiced shall constitute a breach of the contract. In the event any invoice is unpaid for more than 45 days, the FSMC shall have the right upon ten (10) days written notice to terminate performance under this contract. The LEA further agrees to pay all costs of collection of amounts due including a reasonable attorney's fee. Waiver by FSMC of the right to terminate for one or more late payments shall not constitute waiver of FSMC's rights for future late payments.

Food Service Management Company Responsibilities

1. The FSMC shall comply with the rules, regulations, policies, and instructions of the SA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Part 210, 220, 245, 250, 3016, 3017, 3018, and 3019.
2. The FSMC shall not sell or offer on the premises of any school, any food, or beverage item other than the prescribed meals except those a la carte items authorized by the LEA.
3. The FSMC shall serve, on such days and at such times as requested by the LEA:
 - a. Lunches, breakfasts, and after school snack priced as a unit, which meet the requirements prescribed by USDA.
 - b. Milk, served to all children.
 - c. Other foods as may be agreed upon by the FSMC and the LEA.
4. The FSMC shall serve free and reduced-priced meals, after school snacks or free milk to those children designated by the LEA.
5. The FSMC is required to substitute food components of the meal pattern for students with disabilities in accordance with 7 CFR 15(b) when the disability restricts their diet and is permitted to make allowable substitutions for students without disabilities when they are unable to eat regular meals because of a medical or special dietary need. Substitutes are made on a case-by-case basis and must be supported by a statement of the need for substitutes that included recommended alternate foods, disabilities, and the statement must be signed by a medical doctor. For students without disabilities, a recognized medical authority must sign the statement.
6. The FSMC shall participate in the parent, teacher, and student advisory boards.
7. The FSMC shall implement the collection procedures as specified by the LEA.
8. The FSMC shall deposit daily all monies in the LEA account.
9. The FSMC shall prepare and maintain such records as the LEA will need to support its claim for reimbursement, and shall, at a minimum, report claim information to the LEA at the end of each calendar month. (7 CFR 210.16(c)(1))
10. The FSMC agrees to provide the LEA with necessary financial information, to include detailed breakouts of all income and expenditure categories for reporting to the SA.
11. The FSMC shall not use LEA facilities for preparation of food to be served at any location other than for the LEA's approved program without the permission of the LEA.

12. If food or meals are proposed to be prepared outside the school, the FSMC shall maintain State and local health certification of their facility, and shall maintain this health certification for the duration of the contract. (7CFR 210.16(c)(2))
13. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

LEA Responsibilities

1. The LEA shall ensure that FSMC operation of the LEA's school food service is in conformance with the LEA's agreement under the program. (7CFR 210.16(a)(2))
2. The LEA shall retain control of the quality, extent and general nature of its food service and the prices to be charged to the children for meals, milk, after school snack, a la carte items, adult meals, and vending machine items, as applicable. (7CFR 210.16(a)(4))
3. The LEA must receive all food service revenue, including rebate payments resulting from participation in the Rebate Program offered through the State of Missouri Commodity Processing Program for processed donated foods. The food service revenue shall flow through the LEA chart of accounts. The food service revenue shall be used only for the LEA nonprofit food service. (7CFR 210.14 (a))
4. The LEA shall monitor the food service program through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals. (7CFR 210.16 (a)(3))
5. The LEA shall retain the right to approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the SA and the USDA.
6. The LEA shall approve all a la carte items and the prices charged for those items in advance of their sale by the FSMC.
7. The LEA shall ensure that an advisory board composed of parents, teachers, and students to assist in menu planning is established. (7CFR 210.16(a)(8))
8. The LEA shall retain signature authority on the SA-LEA agreement, free and reduced price policy statement and claims for reimbursement. (7CFR 210.16(a)(5))
9. The LEA has responsibility for developing, distributing, and collecting free and reduced price letter/application. (7CFR 245.10(a)) The LEA also has responsibility for determination of eligibility, conducting hearings, and for verification. (7CFR 245.6(a), 245.6(b), 245.7)
10. The LEA is responsible for participation in Direct Certification.
11. The LEA shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by FSMC preparing or serving meals at LEA's facilities. (7CFR 210.16(a)(7))
12. The LEA shall conduct annual reviews of storage facilities. The annual review shall include a physical inventory reconciled with the inventory records maintained by the LEA and FSMC. (7 CFR 250.14(e))
13. The LEA shall inform FSMC of any requested adjustments to menus and monitor implementation of said adjustments.
14. The LEA shall be responsible for resolution of program review and audit findings.
15. The LEA reserves the right to cancel or shorten any school day and agrees to give FSMC at least twenty-four (24) hours advance notice of such changes except in an emergency when as much advance notice as possible will be given.

Use of Facilities and Equipment

1. The LEA shall have access, with or without notice to the FSMC, to all the LEA's facilities used by the FSMC for purposes of inspection and audit.

2. The LEA shall make available without any cost or charge to the FSMC the areas and premises agreeable to both parties in which the FSMC shall render its services. The FSMC shall make no alterations, changes, or improvements to said areas without obtaining written consent from the LEA.
3. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the LEA and comply with all applicable laws, ordinances, rules, and regulations of federal, state, and local authorities.
4. The LEA shall provide at its expense necessary expendable equipment including, but not limited to, silverware, table service, chinaware, serving trays, glassware, pots, pans, and utensils; and shall periodically replace said expendable equipment as items become worn, broken, used, lost, or otherwise disposed of up to the amount of the original inventory, except for replacements caused by FSMC's negligence which shall be the responsibility of the FSMC.
5. The LEA shall provide and maintain at its expense necessary inter-school vehicles, satellite transporter units, and equipment including operating costs for it.
6. The FSMC shall take reasonable care in the use of the premises, equipment, vehicles, and other items furnished by LEA.
7. The FSMC and the LEA shall inventory the equipment and supplies owned by the LEA at the beginning of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils.
8. The FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the LEA.
9. The LEA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinance, rules, and regulations.
10. The FSMC shall not remove food preparation and serving equipment owned by the LEA.
11. The LEA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the employees of the FSMC.
12. The LEA shall not be legally responsible for loss or damage to equipment owned by the FSMC located on the LEA premises.
13. The FSMC shall provide a written notification to the LEA of any equipment belonging to the FSMC within ten days (10) of its placement on LEA premises.
14. The LEA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the Child Nutrition Programs.
15. The LEA shall return facilities and equipment to the FSMC in the same condition as received when the LEA uses the facilities for extra-curricular activities.
16. The LEA shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by FSMC in containers furnished by the LEA for such purposes.
17. The LEA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
18. The LEA shall not permit any interruptions in utility service except in an emergency or for necessary repairs or for improvement of the service, and in such case the LEA agrees to notify the FSMC immediately of any interruption or proposed interruption in utility service.
19. The LEA shall provide sanitary toilet facilities for the employees of the FSMC.
20. The LEA shall provide the FSMC with local telephone service.

21. The LEA must give prior approval and have final authority for the purchases of the equipment used for storage, preparation, or delivery of school meals.
22. The FSMC shall surrender to the LEA upon termination of the contract all equipment and furnishings belonging to the LEA in good repair and condition.
23. The LEA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and donated foods owned by the LEA.
24. The FSMC shall surrender to the LEA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.

Sanitation

1. The FSMC shall place garbage and trash in containers in designated areas as specified by the LEA.
2. The LEA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen area.
4. The LEA shall clean ducts and hoods above the filter line.
5. The LEA shall provide extermination services as needed.
6. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

Employees

1. The FSMC shall be responsible for supervising and training personnel, including LEA-employed staff. Supervision activities include employee and labor relations personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of nonmanagement staff who are employees of the FSMC.
2. The LEA and FSMC shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 7 CFR, Section 3016.36 (i)(6).
3. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of LEA premises, as established by the LEA and furnished in writing to the FSMC.
4. The FSMC shall provide daily on-site supervisory personnel for the overall food service.
5. The FSMC shall provide worker's compensation coverage and unemployment insurance for its employees.
6. The FSMC shall maintain its own personnel and fringe benefit policies for its employees, subject to review by the LEA.
7. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
8. All persons employed by the FSMC shall be employees of the FSMC and neither the FSMC nor any agent or employee of the FSMC shall be or be deemed an employee of the LEA. Party shall during the term of this contract or for one year thereafter solicit to hire, terminate, or contract with either party's employees who manage any services or any other employee or are highly compensated employees ("One-Year Non-Solicitation"). In the event of any breach of such One Year Non-Solicitation, the breaching party shall pay and the injured party shall accept an amount equal to the annual salary of the relevant employee as liquidated damages.

9. The LEA and FSMC shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
10. The FSMC shall provide the LEA with a list of its personnel policies.
11. The LEA shall have final approval regarding the hiring of the FSMC's site manager.
12. The FSMC and LEA shall mutually agree upon staffing patterns.
13. No student workers are permitted.
14. The LEA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner of which is detrimental to the physical, mental, or moral well being of students or staff.
15. In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
16. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

USDA Donated Foods

1. The bid rate per meal must be calculated as if no donated foods are available.
2. The FSMC must credit the LEA for the value of all donated foods received for use in the LEA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 250.51(a).
3. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with 250.54(b).
4. The LEA shall ensure that all federally donated foods are received by LEA and made available to the FSMC and shall accrue only to the benefit of the LEA's school food service and are utilized therein. (7 CFR 210.16(a)(6))
5. The FSMC shall accept and use USDA donated foods in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the LEA. (7 CFR 210.16(a)(6))
6. The FSMC will not itself enter into the processing agreement utilizing USDA donated foods on behalf of the LEA as required in subpart C of 7 CFR part 250.
7. The LEA and FSMC shall consult and agree on end products to be produced from USDA donated foods during the time of this contract. If agreement cannot be reached, the FSMC shall utilize the donated foods in the form that was furnished by USDA.
8. The FSMC must credit the LEA for the value of USDA donated foods received on the monthly billing statement.
9. The USDA donated food value used in crediting will be determined by using the USDA pound/unit value.
10. The FSMC will comply with the storage and inventory requirements for donated foods.
11. An end of school year reconciliation shall be conducted by the LEA to ensure and verify that the correct and proper credit has been received for the full value of all USDA donated foods received by the FSMC during the contract year. Including the value of donated foods contained in processed end products, in accordance with the contingencies in 250.51(a). The LEA reserves the right to conduct donated food credit audits throughout the year to ensure compliance with federal regulations. (7 CFR 210 and 7 CFR 250.)

12. The FSMC and LEA agree to comply with federal regulations 7 CFR Part 250, Section 250.12(b)(3) which states that LEAs have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, and distribution. Section 250.12(b)(4) states that LEA will take action to obtain restitution in connection with claims for improper distribution, use, or loss, or damage to donated foods. (7CFR 250.12(b)(3) and (b)(4))
13. The FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition or improper use of donated foods, and shall credit the LEA the value of said donated foods, at the LEAs option, either monthly or through a end of school year reconciliation.
14. The LEA shall be legally responsible for any loss of federally donated food that may arise due to equipment malfunctions or loss of electrical power not within the control of the FSMC.
15. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory compliance of USDA donated foods in accordance with 250.54(b). The FSMC must submit to the LEA monthly inventory reports showing all transactions for processed and non-processed donated foods.
16. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the LEA's food service.
17. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the LEA's food service.
18. Extensions or renewal of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.
19. The FSMC assures that the procurement of products on behalf of the LEA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of the SA or the LEA processing agreements, and will ensure crediting of the LEA for the value of donated foods contained in such end products at the processing agreement value.
20. The SA, or LEA, the Comptroller General, the Department of Agriculture, or their duly authorized representative, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
21. Any activities relating to donated foods that the FSMC will be responsible for, in accordance with 250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250.
22. The FSMC will ensure that its system of inventory management will not result in the LEA being charged for donated foods.

Licenses and Taxes

1. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the LEA harmless for all claims arising from payment of such taxes and fees.
2. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The FSMC shall comply with all LEA building rules and regulations.

Insurance

1. The LEA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella.
2. The contract of insurance shall provide for notice to the LEA of cancellation of insurance policies 30 days before such cancellation is to take effect.

Miscellaneous

1. The LEA, in the event that the FSMC is not able to perform under this contract due to events beyond the reasonable control of FSMC; i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God, may, at their option, terminate this contract and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of the LEA's food service operation.
2. Buy American Provision under the National School Lunch Program and the School Breakfast Program: The FSMC must purchase, to the maximum extent practicable, domestic donated foods that are produced in the United States. Substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed products consist of agricultural donated foods that were grown domestically. (SP-02-10)
3. Both LEA and FSMC agree to comply with Section 306 of the Clear Air Act of 1970 as amended (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15).
4. The LEA and FSMC must recognize energy efficiency standards contained in State Energy Conservation Plan in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
5. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, or do not meet detailed specifications as developed by the LEA for each food component as specified in 7 CFR, Part 210.10, or do not otherwise meet the requirements of the contract. (7CFR 210.16(c)(3))
6. Refer to Grade and Quality Specification sheet containing purchased food specifications; i.e., grade, purchase units, style, condition, weight, ingredients, formulations and delivery times, as outlined by LEA and agreed to by FSMC in procuring food components. (7CFR 210.6(c)(3))
7. The FSMC shall maintain such records as the LEA will need to support its claim for reimbursement under this part, and shall, at a minimum, report claim information to the LEA promptly at the end of each month. Such records shall be made available to the LEA upon request, and shall be retained in accordance with 210.23(c). (7 CFR 210.16(c)(1))
8. Upon request, make all accounts and records pertaining to its LEA available to the SA and to Food Nutrition Services (FNS), for audit or review at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit. (7 CFR 210.9(b)(17))
9. SA representatives and auditors of the USDA and the Comptroller General of the United States and the LEA's independent auditors shall have access to all such records for audit and review upon request at a reasonable time and place. Authorized representatives of the LEA, the SA, or the USDA shall have the right to conduct on-site administrative reviews of the food service program.
10. The LEA and FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations 41 CFR Part 60.
11. The LEA may terminate this contract for breach/neglect as determined by LEA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to LEA. The LEA is the responsible authority without recourse to FNS or the SA for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction. (7 CFR 210.16(b)(2), 210.21(b))

12. During the term of the contract, the FSMC may grant to the LEA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The LEA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The LEA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the contract. The LEA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the LEA, the LEA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the LEA.

Furthermore, the LEA's access or use of such software shall not create any right, title interest, or copyright in such software and the LEA shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The LEA's obligations under this section are subject to its obligations under the Missouri Open Records Act. This provision shall survive termination of the agreement.

13. Any discovery, invention, software, or programs paid for by the LEA shall be the property of the LEA to which the SA and USDA shall have unrestricted rights.
14. The FSMC certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

GRADE AND QUALITY SPECIFICATIONS

A. **Meats**

- (1) Beef --- All beef cuts will be USDA Top Range Choice steer and heifers used only. Primal cuts purchased will include round, loin, flank, rib, and chuck. No plate or shank cuts will be used.
- (2) Pork --- USDA No. 1, cured, smoked, and fresh.
- (3) Lamb --- U.S. Choice, no mutton used.
- (4) Veal --- U.S. Choice.

B. **Poultry** – U.S Grade "A"

C. **Fish** -- Grade "A" where grade exists.

D. **Grains/Breads**

- (1) Products to be made with whole-grain or enriched meal or flour.
- (2) Pasta: Made from enriched semolina durum wheat flour.

E. **Dairy -- Minimum Standards**

- (1) Milk --- Grade "A" under 30,000 bacterial c.c.
- (2) Cream -- 20% butterfat.
- (3) Buttermilk -- 8 1/4 % milk solids.
- (4) Whipping Cream -- Heavy, 36% butterfat. Whipped topping and dried milk solids shall be used for baking purposes only.
- (5) Ice Cream -- U.S, Grade "AA".
- (6) Cheese -- U.S. Grade "AA".

F. **Beverages Other Than Milk**

- (1) Coffee -- Grade "1", no soluble used.
- (2) Tea -- Orange Pekoe and Pekoe or higher grade.

G. **Eggs** - Grade "A" Large, fresh – No storage eggs will be used.

H. **Canned Fruits and Vegetables** -- U.S. Grade "A" or U.S. Fancy only.

I. **Fresh and Frozen Fruits and Vegetables** –

- (1) Apples -- U.S. Extra Fancy
- (2) Apricots -- U.S. No. 1
- (3) Grapes -- Fancy
- (4) Winter Pears -- Extra No. 1
- (5) Brussels Sprouts -- U.S. No. 1
- (6) Broccoli -- Fancy
- (7) Tomatoes -- (Greenhouse) Fancy No. 1

Items such as peaches, pears, and fruit cocktail are only available as Grade B. Specifications of these items should not exceed Grade B.

J. **Miscellaneous Groceries** -- Highest grade obtainable. U.S. No. 1.

K. **Condiments** -- U.S. Grade "A".

CONTRACT SIGNATURE PAGE

The FSMC and LEA certifies that they shall operate in accordance with all applicable State and Federal regulations. Both parties certify that all terms and conditions within the contract shall be considered binding. Any misstatements in the document shall be treated as fraudulent. The undersigned acknowledges that the representations made in this document are material and important and will be relied upon.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

22nd Judicial Circuit
Family Court-Juvenile Division

(LEA)

(FSMC)

(Signature)

(Signature)

Court Administrator

(Title)

(Title)

(Date)

(Date)

ALL CONTRACTS MUST BE APPROVED BY THE STATE AGENCY

This contract is not valid until it is reviewed and approved by the State Agency. The FSMC is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to date below, the State of Missouri may not be obligated for payment. The LEA will receive notification of approval from the SA by approval letter via email.

STATE AGENCY USE ONLY

(State Agency Signature)

(Date)

ST LOUIS CITY FAMILY COURT - JUVENILE DIVISION
WEEKLY MENU PLANNER - WEEK 1

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
B	Cold Cereal	2 c Pancakes (3" diam)	4 ea Cold Cereal	2 c Scrambled Eggs	2/3 c Cold Cereal	2 c Scrambled Eggs	2/3 c Grits
R	Wheat Bagel(3" diam)	1 ea Canadian Bacon	1 oz Wheat Toast	1 oz Sausage ¹	2 sl Wheat Toast	1 oz Sausage ¹	1 oz Bacon
E	Sausage	1 oz Syrup	1 oz Bacon	1 oz Biscuits (whole grain)	1 oz Breakfast Ham	1 oz Hash Browns	1 c Waffles
K	Fresh Banana	1 ea Margarine	2 pat Banana	1 ea Margarine	1 ea Fresh Banana	1 ea Wheat Toast	2 sl Margarine
F	Margarine	2 pat 100% Fresh Juice	8 oz Margarine	2 pat Jelly	2 tbs Margarine	2 pat Margarine	2 pat Syrup
A	Jelly	2 tbs Milk Choice	8 oz Jelly	2 tbs 100% Fresh Juice	8 oz Jelly	2 tbs Jelly	2 tbs 100% Fresh Juice
S	100% Fresh Juice	8 oz Milk Choice	8 oz 100% Fresh Juice	8 oz Milk Choice	8 oz 100% Fresh Juice	8 oz 100% Fresh Juice	1 ea Milk Choice
T	Milk Choice	16 oz	16 oz Milk Choice	16 oz Milk Choice	16 oz Milk Choice	8 oz Milk Choice	8 oz Milk Choice

L	Polish Sausage	2 ea Club Sandwich	4 oz Chicken Breast	4 oz Cheeseburger	4 oz Pizza (4 oz meal/cheese)	5 oz Chicken Drumsticks	5 oz Grilled Sandwich
U	Wheat Bun	2 ea Meat Variety/Chees	2 ea Wheat Bun	2 ea Wheat Bun	2 ea 2 bread servings)	1/2 c Beans	1/2 c Ham/Cheese
N	French Fries	5 oz Wheat Bread	2 sl Mayonnaise	1 tbs French Fries	1/2 c Carrots	1 c Tossed Salad	1 c Wheat Bread
N	Pork n Beans	1 c Chips	1 oz Tossed Salad	1 c Lettuce/tomato Salad	1 c Tossed Salad	1 c Salad Dressing	1 oz Carrot Sticks
C	Pineapple	3/4 c Tossed Salad	1 cup Salad Dressing	1 oz Salad Dressing	1 oz Salad Dressing	1 oz Wheat Bread	2 sl Chips
H	Milk Choice	8 oz Salad Dressing	1 oz Mixed Fruit	1 c Pears	1 c Peaches	2 pat Margarine	2 pat Pineapple
		Mixed Fruit	1 c Milk Choice	8 oz Milk Choice	8 oz Milk Choice	1/2 c Applesauce	1/2 c Milk Choice
		Milk Choice	8 oz Milk Choice	8 oz Milk Choice	8 oz Milk Choice	8 oz Milk Choice	8 oz Milk Choice

D	Roast Chicken	5 oz Roast Beef	5 oz Meatloaf	5 oz Chicken Strips(s)	5 oz Catfish	4 oz Hamburgers	4 oz Boneless Pork Ch
I	Wild Rice	1 c Mashed Potatoes/Gr	1 c Rice	1/2 c Tater Tots	1 c Macaroni/Cheese	1 c Bun	2 ea 2 pcs
N	Broccoli	1 c Peas	1/2 c String Beans	1 c Spinach	1 c Tossed Salad	1 c French Fries	5 oz Baked Potato
N	Bread	2 sl Jello with 1/2 c fruit	1 c Bread	4 ea Carrot Sticks	4 ea Salad Dressing	1 oz Pickles/lettuce/	1/2 c Carrots
E	Margarine	2 pat Bread	2 sl Tossed Salad	1 c Bread	2 sl Bread	2 sl sliced tomato	2 oz Applesauce
R	Cake	2 oz Margarine	2 pat Salad Dressing	1 oz Margarine	2 pat Margarine	2 pat Fresh Fruit	1 ea Bread
	Milk Choice	8 oz Milk Choice	8 oz Mixed Fruit	8 oz Milk Choice	8 oz Milk Choice	8 oz Milk Choice	3 pat Margarine
		Margarine	2 pat Ice Cream Cup	4 oz Cookies 1.1 oz	2 ea		Milk Choice
		Milk Choice	8 oz Milk Choice				8 oz Milk Choice
							4 oz Pudding Cup

Snack

	Peanut Butter Cookies	1.1 oz Granola Bar	1.8 oz Lowfat yogurt	1.8 oz Banana Muffin	0.9 oz Soft Pretzel	0.7 oz Hard Bread Stick	1 oz Oatmeal Cookie
	Fresh Apple	1 ea Milk	8 oz Fresh Banana	1 ea Milk	8 oz Milk	1 oz Orange	1 ea Fresh Fruit Choic
	Milk	8oz	8 oz Milk	8 oz Milk	8 oz Milk	8 oz Milk	8 oz Milk

¹ Turkey products may be substituted for these items only or with consent of Sponsor

* Condiments as appropriate within USDA guidelines

* Fresh fruit must be equivalent of minimum 1 cup; Bananas shall be 40#/cs, Apples shall be 100 ct/cs and Oranges shall be 88 ct/cs

* Milk is a choice of 1% or skim white milk (option available also for skim chocolate milk)

* Cereal days require 2-8oz milks (1% or skim)

* All grains/breads must be enriched, whole grain or made with enriched or whole-grain meal and/or flour, bran, and/or germ.

* In consultation with the Sponsor, herbs and spices shall be used in sufficient quantities to make the food tasty.

* Weight of meat is cooked weight



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

CAROL L. SHEPARD, CPA
SUPPLY COMMISSIONER

FRANCIS G. SLAY
MAYOR

1200 MARKET ST RM 324
SAINT LOUIS MO 63103
PHONE 314-622-4580
FAX 314-622-4141

ATTENTION BIDDERS

Please carefully review all information requested in this bid package.

Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.

Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.

This form must be returned with your bid.

- Two or more bids submitted for one item, unless instructed to do so. (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).

- FOR CONTRACTS ONLY: Please provide your DUNS # _____
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

I certify that I have read and understand the information above.

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 I this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

(B) Each person signing this bid certifies that:

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

OR

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

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.

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)

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

CAROL L. SHEPARD
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, 2014**

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 **\$12.37** 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 **\$16.18** 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: **\$3.81** 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, 2014**. 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: March 11, 2014

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, can not 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: _____

**CAROL L. SHEPARD, CPA, CGMA
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 if 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 bidders 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

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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

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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.

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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

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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

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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

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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.

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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.

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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.

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- 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.

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- 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

CITY OF ST. LOUIS, MISSOURI SUPPLY DIVISION
BID PROTEST PROCEDURES

The following procedures apply to any bidder, proposer or other respondent (a "Bidder") desiring to protest any advertisement for bids or other solicitation for goods, equipment and other services (each a "Solicitation") by the Supply Division City of St. Louis, Missouri.

PRIOR TO BID OPENING

Any Bidder or potential Bidder desiring to file a protest concerning alleged improprieties in a Solicitation (e.g., as a result of improper or incomplete specifications) must submit the protest in writing to City of St. Louis, Commissioner of Supply not less than two (2) business days prior to the deadline established for the receipt of bids (the "Bid Deadline"). The protest must be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

- (1) identify the Bidder or potential Bidder submitting the protest;
- (2) identify the bid by name and number;
- (3) clearly state the factual and legal grounds for the protest; and
- (4) include any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

The Commissioner of Supply shall review the protest and, if any modifications to the Solicitation (including any plans or specifications) are necessary, the City of St. Louis will issue one or more addenda setting forth any changes, which addenda will be sent to each Bidder or Potential Bidder that has been identified by the City of St. Louis Supply Division. The City of St. Louis Supply Division will further, if City of St. Louis Supply Division determines necessary or appropriate, extend the Bid Deadline for Bidders to incorporate the modification into their bids. If City of St. Louis Commissioner of Supply determines no modifications are required, City of St. Louis Supply Division will notify the protestor of the Commissioner of Supply's decision with a response to each substantive issue raised by the protestor. The decision of the Commissioner of Supply on this type of protest is final.

AFTER BID OPENING

Any Bidder desiring to file a protest concerning alleged improprieties in sealed bid opening procedures or a Bidders compliance with Solicitation requirements must be delivered to and actually received by City of St. Louis's Commissioner of Supply within ten (10) calendar days of the date the protestor first knew or should have known of the basis for the protest, but in any event prior to award of a contract under the solicitation by City of St. Louis Commissioner of Supply. The protest must be in writing, signed by or on behalf of the Bidder making the protest, and must:

- (1) identify the Bidder making the protest;
- (2) identify the bid by name and number;

- (3) clearly state the factual and legal grounds for the protest, and;
- (4) including any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

City of St. Louis Commissioner of Supply shall make a determination on the protest based on the information provided and other such investigation as the Commissioner of Supply deems appropriate. City of St. Louis Supply Division shall inform the protestor in writing of the Commissioner of Supply's determination with respect to each substantive issue identified in the written protest.

AFTER AWARD

Any Bidder may protest an award made by City of St. Louis Supply Division under any Solicitation on the basis of City of St. Louis making award to other than the lowest and best bidder (or, for federally assisted contracts, to the lowest responsible bidder), or that the award does not otherwise comply with the terms of the Solicitation, by filing a protest within three (3) business days after award. The protest must be submitted in writing to City of St. Louis Commissioner of Supply, signed by or on behalf of the Bidder making the protest, and must:

- (1) identify the Bidder making the protest;
- (2) identify the bid by name and number;
- (3) clearly state the factual and legal grounds for the protest, and;
- (4) include any supporting information necessary or appropriate for the Commissioner of Supply to make a determination whether the protest has merit.

City of St. Louis Commissioner of Supply shall make a determination on the protest based on the information provided and such other investigation as the Commissioner of Supply deems appropriate. Supply Division shall inform the protestor in writing of the Commissioner of Supply's determination with respect to each substantive issue identified in the written protest.

UNTIMELY PROTESTS

Any protest which is not submitted to City of St. Louis Commissioner of Supply in a timely manner or otherwise in accordance with the procedures will be deemed invalid. The decision of the Commissioner of Supply that a protest has not been timely filed is final and cannot be appealed.

APPEALS

Any protestor that is aggrieved by any decision of the Commissioner of Supply may appeal the Commissioner of Supply's decision to the Board of Standardization. Any appeal of a decision of the Commissioner of Supply must be made in writing delivered to the Commissioner of Supply within three (3) business days of receipt of the notice of the decision of the Commissioner of Supply. The notice of appeal shall

be in writing, signed by or on behalf of the Bidder or potential Bidder making the protest, and must:

- (1) clearly identify the decision being appealed, including identifying the bid by project name and number;
- (2) clearly state the factual and legal ground for the appeal, and;
- (3) include any supporting information necessary for the Board of Standardization to make a determination whether the appeal has merit.

The Board of Standardization may request the parties affected by the appeal to provide such additional information as necessary to make a decision on the appeal. Following a determination on the appeal by the Board of Standardization, the Supply Division will notify the party making the appeal of the determination of the Board of Standardization with respect to each substantive Issue raised in the appeal.

Any appeal from an action of the Board of Standardization in connection with any protest shall be made by a court of competent jurisdiction in accordance with applicable Missouri law. A decision by the Board of Standardization to reject all bids may not be the subject of a protest and is not appealable.

NO AWARD DURING PENDENCY OF PROTEST

City of St. Louis Commissioner of Supply will not make any award under any Solicitation during the pendency of any protest.

**ORDINANCE #69431
Board Bill No. 295
Committee Substitute
As Amended**

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

WHEREAS, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

WHEREAS, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

WHEREAS, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. Section One, part 86.040, Ordinance 56716 is hereby repealed.

SECTION TWO. Enacted in lieu thereof is the following new section.

5.58.040 - Opening of bids.

A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.

B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office, plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.

C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

SECTION THREE. Severability.

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013