



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (DFMDC)
INVITATION FOR BID (IFB AMENDMENT**

**IFB NO.: FMDC18-0009
AMENDMENT NO.:001
TITLE: Food Services – Missouri State Capitol
ISSUE DATE: 12/13/17**

**CONTRACT SPECIALIST: Rebecca Brinkley
PHONE #: (573) 526-4135
E-MAIL: Rebecca.brinkley @oa.mo.gov**

RETURN BID NO LATER THAN: DECEMBER 15, 2017 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in OA/FMDC office 301 West High Street, Room 730 by the target date and time.

RETURN BID TO: OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
301 WEST HIGH STREET, ROOM 730
PO BOX 809, JEFFERSON CITY, MO 65102

OR FAX TO: Fax #: (573) 751-7277
(Mail or Fax, please do not do both)

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
<p align="center">Missouri State Capitol Building 201 West Capitol Avenue Jefferson City, MO 65101</p>	<p align="center">Office of Administration Division of Facilities Management, Design & Construction 301 West High Street, Room 730 Jefferson City, MO 65102</p>

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the OA/FMDC or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other _____	
AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE

AMENDMENT #001 to IFB FMDC18-0009

TITLE: Food Services – Missouri State Capitol

CONTRACT PERIOD: Date of Award through One Year

IFB is hereby revised as follows:

1. Table of Contents has been revised.
2. Paragraph 3.1.9d has been deleted.
3. Paragraph 3.1.10 and all sub-paragraphs have been deleted.
4. Paragraph 3.1.12 has been deleted.
5. Paragraph 3.1.13 and all sub-paragraphs have been deleted.
5. Paragraph 4.6 and all sub-paragraphs have been deleted.
6. Paragraph 4.7 and all sub-paragraphs have been deleted.
7. Paragraph 4.81 has been deleted.
8. Exhibits F, G, H, have been deleted.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
INVITATION FOR BID (IFB)**

IFB NO.: FMDC18-0009
TITLE: Food Services – Missouri State Capitol
ISSUE DATE: November 17, 2017

CONTRACT SPECIALIST: Rebecca Brinkley
PHONE NO.: (573) 526-4135
E-MAIL: Rebecca.brinkley@oa.mo.gov

RETURN BID NO LATER THAN: December 15, 2017 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in OA/FMDC office 301 West High Street, Room 730 by the target date and time.

RETURN BID TO:	(U.S. Mail) DEPARTMENT PO ADDRESS (U.S. Mail) OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION PO BOX 809, JEFFERSON CITY, MO 65102	(Courier Service) or DEPARTMENT PHYSICAL ADDRESS (Courier Service) OFFICE OF ADMINISTRATION DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION 301 WEST HIGH STREET, ROOM 730 JEFFERSON CITY
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OR FAX TO: ((573) 751-7277 *(either mail or fax, not both)*)

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Missouri State Capitol Building
201 West Capitol Avenue
Jefferson City, MO 65101**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 12/27/12). The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that upon receipt of an authorized purchase order from the OA/FMDC or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the vendor and the State of Missouri.

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CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

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TABLE OF CONTENTS HAS BEEN REVISED PER AMENDMENT 001
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1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisitions and/or services for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bids for the provision of food services as set forth herein.

1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department (OA/FMDC) if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.

- a. Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
 - 1) The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
- b. All questions and issues should be submitted at least ten (10) working days prior to the due date of the bid. If not received prior to ten (10) working days before the bid due date, the OA/FMDC may not be able to fully research and consider the respective questions or issues. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the contract specialist. It is preferred that questions be e-mailed to the contract specialist at Rebecca.brinkley@oa.mo.gov.
- c. The OA/FMDC will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon OA/FMDC's consideration of questions and issues, if OA/FMDC determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

NOTE: The only official position of the State of Missouri shall be that which is contained in the IFB and any amendments thereto.

1.3 Tour of Food Service Area and Pre-Bid Conference:

- 1.3.1 A tour of the food service area (Capitol Grill) and a pre-bid conference concerning the required food service operations in the Missouri State Capitol Building will be held on December 1, 2017. The tour will begin at 2:00 p.m. with the pre-bid meeting in the cafe immediately following.

- 1.3.2 The purpose of the tour is to provide potential vendors an opportunity to inspect, examine, and assess the current food service area to determine any existing factors in the food service area that may affect the performance of the services required herein prior to submitting a bid.
- a. POTENTIAL VENDORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE NOR SHALL POTENTIAL VENDORS BE ALLOWED TO COMMUNICATE WITH THE TENANTS OF THE BUILDINGS OR THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION OTHER THAN DURING THE TOUR.
- 1.3.3 Following the tour, a pre-bid-conference will be conducted. The purpose of the pre-bid conference is to provide potential vendors a forum for questions, communications, and discussions regarding the IFB. The potential vendor should become familiar with the IFB and should develop all questions prior to the conference in order to be able to ask questions and participate in the public communications regarding the IFB.
- a. The potential vendor should bring a copy of the IFB since it will be used as the agenda for the pre-bid conference.
- b. Prior Communication – Prior to the pre-bid conference, the potential vendor may submit written communications and/or questions regarding the IFB to the contract specialist identified on the cover page. The submission of prior communication and/or questions will provide the OA/FMDC with insight into areas of the IFB which may be brought up for discussion during the conference and which may require clarification.
- c. During the pre-bid conference, it shall be the sole responsibility of the potential vendor to orally address all issues previously presented to the contract specialist by the potential vendor, including any questions regarding the IFB or areas of the IFB requiring clarification.
- d. Amendment to the IFB – Any changes needed to the IFB as a result of discussions from the pre-bid conference will be accomplished as an amendment to the IFB. Neither formal minutes of the conference nor written records of the questions/communications will be maintained.
- e. A record of those vendors attending the tour will be maintained for verification purposes. The vendor shall be responsible for ensuring their attendance at the tour is documented.
- 1.3.4 Vendors are strongly encouraged to advise the OA/FMDC at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that the accommodations can be made.

1.4 Background and Historical Usage Information:

- 1.4.1 The Missouri State Capitol Building is located at 201 W. Capitol Avenue, Jefferson City, MO 65101. The Missouri State Capitol Building is a state owned facility managed by the Office of Administration, Division of Facilities Management, Design & Construction.
- 1.4.2 The Missouri State Capitol Building houses the Missouri General Assembly and offices for the governor, lieutenant governor, secretary of state, state treasurer, state auditor, and various other administrative agencies. There are approximately seven hundred and sixty (760) full-time employees in the Missouri State Capitol Building. In addition, the Missouri State Capitol Building receives thousands of visitors throughout the year. The heaviest traffic period is January through May of each year during the legislative session and scheduled school group tours.

- 1.4.3 The area assigned for food services within the Missouri State Capitol Building is located in the basement level and is currently comprised of approximately three thousand and forty-one (3,041) net rentable square feet, and is currently known as the Capitol Grill.
- 1.4.4 A current contract has existed for the services being obtained via this IFB. A copy of the contract can be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System located on the Internet at: <http://content.oa.mo.gov/purchasing-materials-management/>. In addition, all bid and evaluation documentation leading to the award of that contract may also be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search System. Please reference the Bid number B3Z12202 or the contract number C312202001 when searching for these documents.
- a. A Statement of Operations for the calendar year 2016 are on Attachment #1:
- 1.4.5 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.
- a. State expenditures – The Missouri Accountability Portal (MAP) located on the Internet at: <http://mapyourtaxes.mo.gov/MAP/Expenditures/> provides financial data related to the purchase of the services under the contract. Be sure to read the information provided in the links to “[Site Information](#)” and “[Disclaimer](#)”. Then search by the contract number shown above when searching for the financial information.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

This section of the IFB includes requirements and provisions relating specifically to the performance requirements of the Department. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent contractor. Response to this section by the vendor is requested in the Exhibit section of this IFB. The vendor's response, whether responding to a mandatory requirement or a desired attribute will be binding upon the vendor in the event the bid is accepted by the State.

- 2.1.1 The contractor shall provide breakfast and lunch food services at the Missouri State Capitol Building (hereinafter referred to as the facility) for the Office of Administration, Division of Facilities Management, Design & Construction (hereinafter referred to as the department), in accordance with the provisions and requirements stated herein.
 - a. The department prefers a contractor with successful experience in the food service industry to include dine-in, carry-out, delivery and catering.
 - b. The department strongly desires the provision of food services to begin January 2, 2018.
- 2.1.2 Within five (5) calendar days following the issuance of the Notice of Award, the contractor shall provide the department with the name, address, telephone number, and email address of the contractor's representative who shall service the contract. The contractor's representative must be available between the hours of 7:00 a.m. to 5:30 p.m. for telephone conversations and/or meetings with personnel from the department regarding food services.
- 2.1.3 The contractor shall perform all services to the sole satisfaction of the department.

2.2 Food Service Area Requirements:

- 2.2.1 The contractor shall be assigned an area of approximately three thousand and forty-one (3,041) net square feet from the department for the purpose of providing food services (hereinafter referred to as the food service area). A diagram of the assigned area is shown on Attachment #2.
- 2.2.2 The contractor shall not utilize the food service area or any other areas located throughout the facility, any state owned equipment and/or appliances, and/or the facility utilities for any reason other than providing the services specified herein, unless otherwise approved by the department.
- 2.2.3 The contractor must obtain written approval from the department prior to changing the name of the food service area, attaching signs, pictures and advertisements, making electrical improvements, repairs or providing music within the food service area.
 - a. The contractor must remove signs, pictures and advertisements at the end of the contract and restore the department's property to its original condition to maintain the visual integrity of the food service area.
- 2.2.4 The contractor must maintain adequate noise control from personnel and music. The genre of music selected by the contractor shall be subject to approval by the department.
- 2.2.5 The department shall provide the use of the café and the following at no cost to the contractor:
 - a. All utilities (e.g. heat, air conditioning, water, gas, and electricity).
 - b. Removal of snow and ice from the facility entrance as necessary.
 - c. General lawn care for the facility at no cost to the contractor.
 - d. Garbage and trash removal from the facility trash room.
 - e. Maintenance of the facility's heating and cooling systems for the food service area.
 - f. Maintenance of the plumbing, exhaust, drains, traps, electrical, fire suppression systems, etc.

- g. Maintenance and repair of food service equipment.
- h. Pest control (insect and rodent) on a quarterly basis.
- i. All furniture necessary for the food service seating area (e.g. tables, chairs, etc.)
- j. All equipment listed on Attachment # 3.

2.2.6 If the contractor desires internet service, the contractor is responsible for establishing and paying for such service. Free public Wifi is available. The contractor shall be responsible for establishing separate telephone service through the available CenturyLink DSL connection in the food service area.

2.3 Food Service Operation Requirements:

2.3.1 The contractor shall provide food services during the core time frames of Monday through Friday of each week, between the hours of 7:00 a.m. through 2:00 p.m., excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, and any day a hazardous weather policy is in effect for Cole County, or as otherwise agreed to by the department.

a. The contractor shall not be required to provide food services on dates when severe winter weather causes the hazardous travel policy for the state of Missouri to be implemented for the Jefferson City area, as indicated by a red banner at the top of the Office of Administration's webpage at: <http://oa.mo.gov>.

- 1) The contractor shall post notification of being closed on the contractor's website and on the door of the contractor's food service area.
- 2) The contractor shall notify the department when food service will not be provided due to severe winter weather.

b. With the department's approval, the contractor may be open additional hours or may utilize an alternate schedule for providing food services to accommodate fluctuating customer volume or needs (e.g. during non-legislative session times, special sessions, extended business sessions).

2.3.2 The contractor shall accept deliveries only Monday through Friday, between the hours of 7:00 a.m. through 2:00 p.m., excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day, or as otherwise agreed to by the department.

- a. All deliveries shall be made through the facility garage entrance.
- b. The contractor shall ensure that the contractor and/or the contractor's personnel are available to accept and immediately store all delivered items.

2.3.3 The contractor shall be provided one (1) parking space on the north side of the capitol building in the first space on West Capitol Avenue as indicated on Attachment #4. Additional parking on a first-come, first-served basis is available in Parking Lot 12 as indicated on Attachment #4.

2.3.4 The contractor must be able to provide catering services throughout the facility for State of Missouri functions. The contractor may provide catering services for State of Missouri functions located outside of the facility. Profits from catering services provided to state entities, regardless of the location, shall be included in calculating the annual percentage of profit owed to the department.

- a. All catering services shall be negotiated between the contractor and the state entity requesting the catering services. Catering services shall be at the expense of the requesting state entity.
- b. The provision of any catering services by the contractor for non-State functions is excluded from the requirements stated herein, and shall not be included in the calculation of percentage of profit owed to the department.

- c. The contractor shall clean and remove trash, utensils, and containers from any area within the facility where the catering services were provided.
- d. The contractor may serve alcoholic beverages at catering events located outside the facility only.

2.3.5 The contractor must provide delivery services of menu items throughout the facility.

- a. All orders for delivery shall be accurate and meet the expected time deadlines.

2.4 Menu Requirements:

2.4.1 The contractor shall provide menu selections that offer a fast café/bistro type dining experience.

- a. The menu shall offer variety, predictability, simplicity, familiarity, and affordability in selection.

2.5 Food Quality, Preparation, Storage and Disposal Requirements:

2.5.1 Food Quality - The contractor shall purchase and utilize food products that are fresh, wholesome, and processed under sanitary conditions.

- a. All raw food products must have undergone inspection (Federal, State, or Local) for wholesomeness.
- b. All food products must be federally graded where Federal grades are applicable.
- c. The contractor shall purchase and utilize foods which meet or exceed the highest of the minimum grade specifications identified below.

<u>Food Item</u>	<u>Minimum Grade/Quality Required</u>
Canned fruits	Grade B
Canned vegetables	Grade B
Dairy products	Grade A
Eggs	U.S.D.A. Grade A (medium)
Fresh produce & fruits	#1 quality
Frozen Foods	As specified by the U.S.D.A
Beef	U.S.D.A. select
Ground Beef	U.S.D.A. Select 80% lean,
Poultry	U.S.D.A. Grade 1
Fish	US Grade A

2.5.2 Food Preparation – The contractor must prepare and handle food in accordance with all pure food and drug federal, state and local laws, ordinances, statutes, rules, and regulations, and in a sanitary manner to prevent attracting insects, vermin, rodents, food spoilage, bacteria and illness.

2.5.3 Food Storage and Disposal – The contractor shall store all food and hazardous waste neatly within the food service area at safe temperatures, in appropriate airtight, leak-proof sealed containers.

- a. The contractor shall remove and dispose of used oil, grease, and hazardous waste in a safe and acceptable manner. The contractor must not pour material down drains as a method of disposal. The contractor shall be responsible for all costs related to the disposal of used oil, grease, and hazardous waste.

2.6 Food Service Supplies and Equipment Requirements:

- 2.6.1 Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, appliances, cleaning supplies and solutions necessary to provide the services required herein including, but not limited to the following:
- a. All food, condiments, seasonings, beverages, beverage machines, small appliances, shelving for storage area, utensils, disposable paper or plastic items, covered trash dispensers, janitorial supplies and solutions for contractual obligations, and all personnel.
 - b. The contractor shall maintain all of the food service equipment and appliances in safe, functional, clean condition.
 - c. The contractor shall not use any products, supplies, or equipment that may cause injury or damage to any surface.
- 2.6.2 The contractor shall be responsible for any breakage, damage, and/or loss of the department's equipment and appliances as listed on Attachment #3 through negligence or other inappropriate actions of the contractor or contractor's personnel while providing services under the contract.
- a. Repair or replacement of any of the department's equipment and appliances due to normal wear and tear shall be at the discretion of the department.

2.7 Food Service Area Cleaning Requirements:

- 2.7.1 The contractor shall perform all cleaning duties for the food service area, unless otherwise stated by the department.
- 2.7.2 Daily Cleaning Requirements – The contractor shall perform the following cleaning duties on a daily basis, Monday through Friday, during the hours of operation as needed and following the end of the business day:
- a. Sweep and mop all floors with a degreasing cleaner and disinfectant.
 - b. Keep all tables and chairs clean by wiping with a multi-surface disinfecting cleaner.
 - c. Clean all cooking utensils, pots, pans, serving containers, dishes, appliances, serving areas, etc.
 - d. Keep all equipment (e.g. grill, cover/vent/exhaust system, deep fryers, toasters, refrigerators/freezers, etc.) free of dirt, dust, and grease buildup at all times.
 - e. Immediately clean all spills.
 - f. Keep trash off the floor.
 - g. Clean the exhaust system, as needed.
 - h. Clean walls, as needed.
 - i. Keep storage space(s) clean. Foul odors and insects shall not be tolerated.
 - j. Transfer trash from the food service area to the dumpsters in the facility trash room.
 - k. Replace all liners in trash receptacles with new liners.
 - l. Flatten and dispose of cardboard boxes and cartons in the recycle bins located in the facility garage area.
- 2.7.3 Weekly Cleaning Requirements – The contractor shall perform the following cleaning duties on a weekly basis:
- a. Sanitize all trash containers.
 - b. Clean all stainless steel equipment with a high-quality stainless steel cleaner.
 - c. Clean all accessible areas of the stove hood and filters.

2.7.4 Monthly Cleaning Requirements –The contractor shall clean and sanitize around and behind all equipment and appliances on a monthly basis.

2.8 Contractor Personnel Requirements:

2.8.1 The contractor shall maintain adequate personnel on duty at all times for efficient operation of services.

2.8.2 On the first Monday of each month of service, the contractor shall provide the department with the names, dates of birth, and social security numbers of all personnel who will provide services under the contract.

- a. The department will forward the information to the Capitol Police for an inquiry of active wants and warrants.
- b. An active want or warrant response on any of the contractor's personnel shall be handled by the Capitol Police in accordance with Capitol Police standard procedures.

2.8.3 The department reserves the right to approve, disapprove or request the replacement of any of the contractor's personnel who would provide services under the contract.

2.8.4 Personnel Health - The contractor and the contractor's personnel shall be free from any illness, communicative diseases, infected wounds, open sores, acute respiratory infections that jeopardize the health, safety and sanitation of food, food preparation, co-workers or patrons.

- a. The contractor and the contractor's personnel shall have passed a physical examination to include but not be limited to a SMA 12 blood test and a Tuberculin PPD test prior to being assigned to handle food and beverages.
 - 1) In the event of a positive diagnosis for Tuberculosis, a chest X-ray shall also be taken.
 - 2) In the event the SMA 12 blood test indicated liver abnormalities, an ANA test shall be administered to rule out the presence of hepatitis.
- b. Any contractor personnel with any evidence of health issues or who are excused and/or relieved from work due to illness must have a written medical clearance from a physician before returning to work.

2.8.5 The contractor shall provide personnel with an article of clothing identifying the contractor, aprons, hair restraints, disposable food-handling gloves, and all other items/supplies necessary for the sanitary handling of food. The contractor shall provide the daily laundering and cleaning of aprons.

2.8.6 Personnel Hygiene - The contractor's personnel must maintain good personal hygiene at all times while on duty.

- a. All personnel shall immediately wash their hands upon arriving at work, after eating, after visiting or cleaning a restroom, after using tobacco products, and after handling raw meat, poultry, garbage, or soiled items.
- b. All personnel must maintain and keep fingernails clean and cut short and must not wear nail polish or artificial nails, unless wearing intact gloves in good repair.

2.8.7 Personnel Appearance and Conduct - The contractor and contractor's personnel shall be clean, courteous, efficient, neat in appearance, and dressed appropriately (e.g., no short shorts, midriff tops, low-cut blouses, pants hanging low on hips, etc.). The contractor and the contractor's personnel shall:

- a. Only enter areas assigned for the provision or services under the contract, unless otherwise specified by the department.
- b. Not loiter in or around the interior or exterior of the building.

- c. Not use any State of Missouri telephones and equipment in the facility, except the equipment identified herein.
- d. Not encourage, allow or accept gratuities.
- e. Refuse any and all solicitations.
- f. Only take breaks in pre-assigned areas designated by the department.
- g. Not use tobacco in any form, except during break periods in pre-assigned areas designated by the department.
- h. Abstain from the use of alcohol, drugs, or being under the influence of alcohol or drugs while within the facility or while providing services under the contract.
- i. Not have possession of and/or store any alcoholic beverages on department premises.
- j. Not express any profanity and/or act in a discourteous manner.
- k. Have a picture ID visible at all times.

2.8.8 The contractor must immediately remove and replace personnel who are under or suspected to be under the influence of alcohol and/or drugs, or as requested by the department.

2.9 Security Requirements:

2.9.1 The contractor shall be issued keys necessary to gain access to the facility and food service area. The contractor must safeguard the condition, number and whereabouts of the issued keys.

- a. The contractor shall not duplicate or lose any keys issued to the contractor. If evidence of duplication is determined beyond a reasonable doubt, or in the event an issued key is lost, the contractor shall be responsible for the cost of the immediate replacement of all locks and keys.
- b. The contractor must notify the department within one (1) business day from the date the loss of an issued key is discovered.
- c. At the expiration/termination/cancellation of the contract, the contractor must surrender all keys issued to the contractor by the department. In the event all keys are not returned, the contractor shall pay the department for the actual costs incurred for the replacement of all locks and keys.

2.9.2 The contractor and each of the contractor's personnel assigned to the contract must have a security clearance approved by the department in order to provide service under the contract. The contractor must obtain each of the required security clearances from the State Highway Patrol.

- a. Prior to the effective date of the contract and prior to assignment of any new person to provide services under the contract, the contractor shall provide the department with the following:
 - 1) A copy of the security clearance information obtained from the State Highway Patrol for each person assigned to the facility.
 - 2) A completed Authorization for Release of Information Form (Attachment #5) individually signed by the contractor and each person assigned to the facility.
- b. The department shall have the right to deny access to the facility to any of the contractor's personnel for any reason.

2.9.3 The contractor shall lock doors and shall turn off all lights upon completion of services each day.

2.10 Food Service Regulations and Inspection Requirements:

2.10.1 The contractor shall adhere to a high standard of service and compliance with all federal, state, and local laws, regulations and ordinances regarding food services, including the department policies and procedures.

- a. The contractor shall adhere to all applicable safety, fire, and health regulations in the operation and maintenance of the food storage, food preparation, and food serving areas.
 - b. Hazardous materials, and/or firearms shall not be brought to, allowed in, or used in the food service area and/or the facility by the contractor or the contractor's personnel.
- 2.10.2 The contractor shall acquire and maintain all licenses and permits to satisfy all legal requirements imposed by local, county, state, and/or other governmental entities for providing food services. The contractor shall post all required licenses and permits in the food service area of the facility.
- a. The contractor shall comply with the Rules of the Department of Health and Senior Services, Division of Health and Communicable Disease Prevention (19 CSR 20-1-1.010) which can be found on the internet at the following address:
<http://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-1.pdf>

 The contractor shall comply with 19 CSR 20-1.025, Rules of the Department of Health and Senior Services – Sanitation of Food Establishments, which can be found on the internet at the following address: <http://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-1.pdf>
 - b. The contractor shall comply with The Federal Drug Administration's 1999 Food Code which can be found on the internet at the following address:
<https://www.fda.gov/food/guidanceregulation/retailfoodprotection/foodcode/ucm2018345.htm>.
- 2.10.3 Upon contract award, the contractor shall contact the Cole County Health Department at (573) 636-2181 to arrange the initial health regulation inspections in accordance with the Missouri Department of Health and Senior Services regulations.
- a. The contractor shall provide the Cole County Health Department with information that will determine the frequency of inspections.
 - b. The contractor must provide the department a copy of all inspection reports no later than five (5) calendar days following the receipt of an inspection report by the contractor.
 - 1) The contractor shall send the inspection reports to:

Office of Administration
 Division of Facilities Management, Design and Construction
 Central Region Facilities Operations Manager
 301 West High Street, Room 730
 PO Box 809
 Jefferson City, MO 65102
 - c. The contractor must comply with the results of any inspection where corrective action(s) are necessary, as determined by the Cole County Health Department. The contractor shall provide documentation of compliance to the department as soon as corrective action(s) are completed.

2.11 Additional Requirements:

- 2.11.1 Within five (5) business days following notification from the department of a receipt of a customer complaint regarding the contractor's services, the contractor shall provide the department with a written response and resolution.
- 2.11.2 The contractor shall assume all cost of loss due to temporary suspension of operation regardless of cause. A suspension may be due to, but not limited to mechanical failures of equipment and/or appliances, power

failures, weather conditions, or operations that may be temporarily suspended by the State of Missouri when deemed in the best interest of the state to do so.

- 2.11.3 Contract Monitoring - The department reserves the right to monitor the contract and inspect contract operations throughout the effective period of the contract to ensure compliance. Additionally, the department reserves the right to inspect the food service area and any other areas utilized by the contractor at a reasonable time during operating hours without prior notification to the contractor in order to monitor quality and quantity of food services, method of services, and the use, safety, sanitation, and maintenance of the premises that are used to provide services under the contract. All areas must be maintained satisfactorily. Monitoring and/or inspections may be scheduled or unscheduled.
- a. The department shall have the right to inspect any aspect of the contractor's food services including, but not limited to, the following:
 - 1) Food storage, preparation, and serving areas.
 - 2) Line food services operations and delivery.
 - 3) Compliance with all applicable federal, state, and local laws and regulations including department policies and procedures.
 - b. If requested by the department, the contractor shall remedy any portion of the contract not being adhered to within twenty-four (24) hours or as otherwise agreed to by the department.
 - c. If issues of non-compliance or contractual violations are identified by monitoring and/or an inspection performed by the department, the contractor shall submit a written corrective action plan to the department by no later than ten (10) days after receipt of the monitoring and/or inspection report from the department detailing issues of non-compliance or contractual violations.
 - 1) If deemed necessary by the department, a follow-up monitoring and/or inspection visit may be scheduled within thirty (30) days after the original monitoring and/or inspection, at which time the contractor must be in full compliance.
 - 2) Failure to correct areas of non-compliance or contractual violations as outlined in the contractor's corrective action plan shall be considered a breach of contract and shall be subject to available remedies including the cancellation of the contract.

2.12 Reporting Requirements:

- 2.12.1 By the 15th day of each month, the contractor shall submit a profit and loss statement for the previous month's food service operation. The contractor shall submit the profit and loss statement to the department at the address shown below in accordance with the requirements specified herein. The profit and loss statement shall include an itemized list of income and expenses for the previous month.

Office of Administration
Division of Facilities Management, Design and Construction
Contracts Unit
PO Box 809 or 301 West High Street, Room 730
Jefferson City, MO 65102

2.13 Payment Requirements:

- 2.13.1 The contractor shall provide electronic and cash methods of payment at the point of sale.
- 2.13.2 The contractor shall collect payment for any catering services provided from the requesting entity as a direct payment to the contractor and shall not obligate the department in any way.

- 2.13.3 By no later than fifteen (15) calendar days after the expiration date of the each contract period, the contractor shall submit annual payments to the department at the address shown below in accordance with the requirements specified herein and the firm, fixed percentage of profit stated on the Pricing Page.
- a. The annual payment shall be the firm, fixed percentage of the total profit from the previous twelve (12) month's profit and loss statements.
 - b. The contractor shall agree and understand that the renewal of the contract may be dependent on the receipt of the full payment due.

Office of Administration
Division of Facilities Management, Design and Construction
PO Box 809 or 301 West High Street, Room 780
Jefferson City, MO 65102

- 2.13.4 The department shall make no payments or reimbursements to the contractor for any reason whatsoever.

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

This section of the IFB includes the general contractual requirements and provisions that shall govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by the state and the contractor unless changed by a contract amendment. Response to this section by the vendor is not necessary as all provisions are mandatory.

3.1 Contractual Requirements:

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Department.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on the Notice of Award. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Renewal Periods - If the option for renewal is exercised by the department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 3.1.4 Contract Price - All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.1.5 Termination - The department reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- 3.1.6 Transition: Upon award of the contract, the contractor shall work with the department and any other organizations designated by the department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the department.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the department to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the department.
 - b. The contractor shall remove all contractor owned equipment, foods, supplies, utensils, etc. and thoroughly clean all appliances, floors, coolers, freezers, food storage areas, dining and serving areas, etc. to the satisfaction of the department.
- 3.1.7 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 3.1.8 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include but not necessarily be limited to general liability and appropriate professional liability. The general and other non-professional liability insurance shall include an endorsement that adds the State of Missouri as an additional insured.
- a. Written evidence of the insurance shall be provided by the contractor to the department by no later than five (5) calendar days after the effective date of the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the State of Missouri as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured.
 - b. In the event the insurance coverage is canceled, the department must be notified within thirty (30) calendar days.
- 3.1.9 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified,

saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

PARAGRAPH DELETED PER AMENDMENT 001

d. *(DELETED)*

PARAGRAPH AND ALL SUB-PARAGRAPHS DELETED PER AMENDMENT 001

3.1.10 *(DELETED)*

PARAGRAPH DELETED PER AMENDMENT 001

3.1.11 *(DELETED)*

- 3.1.12 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the Department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

PARAGRAPH AND ALL SUB-PARAGRAPH DELETED PER AMENDMENT 001

3.1.13 (DELETED)

- 3.1.14 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the State of Missouri or a department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 3.1.15 Coordination - The contractor shall fully coordinate all contract activities with those activities of the department.

3.1.16 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.

- b. If required by the department, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

3.1.17 Contractor Equipment Use:

- a. Title to any equipment required by the contract shall be held by and vested in the contractor. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

- 3.1.18 The contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the department if any requested work would involve prevailing wage; the department shall then arrange for said work outside the subject contract in accordance with Missouri law.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 The vendor should include one (1) additional copy along with the original bid. The vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid.
 - a. The bid should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
 - c. The front cover of the original bid should be labeled “original” and the front cover of all copies should be labeled “copy”.
- 4.1.2 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 4.1.3 Submission of Information – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor’s sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The vendor’s failure to submit information with the bid, including pricing and renewal information, may cause an adverse impact on the evaluation of the bid.
- 4.1.4 Contact – Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Contract Specialist identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official bid opening date.
- 4.1.5 Compliance with Terms and Conditions – The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB, that the IFB shall govern. Taking exception to the State's terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

4.2 Evaluation and Award Process:

- 4.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below. The contract shall be awarded to the highest and best bid.

Evaluation Criteria Scoring Category	Maximum Points
Cost	20 points
Vendor’s Experience, Reliability, and Expertise of Personnel	45 points
Method of Performance	135 points
TOTAL	200

4.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the vendor, if deemed necessary by the department. In addition, the vendor may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the vendor's expense. All arrangements and scheduling shall be coordinated by the department.

4.3 Evaluation of Cost:

4.3.1 The evaluation of cost shall cover the original contract period including any renewal periods.

- a. The vendor must provide firm, fixed percentages of profit as required on Exhibit A, Pricing Page, for all contract periods.
- b. The cost evaluation shall be conducted by adding the percentage of profits for the original contract period and all renewal periods to arrive at a total percentage of profit.
- c. Cost evaluation points shall be determined from the result of the calculation stated above using the following formula:

<u>Compared Vendor's Total Percentage of Profits</u> Highest Vendor's Total Percentage of Profits	x	20 Maximum Cost Evaluation Points	=	Awarded Cost Evaluation Points
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4.4 Evaluation of Vendor's Experience, Reliability, and Expertise of Personnel:

4.4.1 Experience and reliability of the vendor's organization will be considered subjectively in the evaluation process. Therefore, the vendor is advised to submit information concerning the vendor's organization and information documenting the vendor's experience in past performances, especially those performances related to the requirements of this IFB. If the vendor is proposing an entity other than the vendor to perform the required services, the vendor should also submit the information requested for such proposed subcontractor.

- a. Vendor Information - The vendor should provide information about the vendor's organization on **Exhibit B**.
- b. Experience - The vendor should provide information related to previous and current services/contracts of the vendor or vendor's proposed subcontractor where performance was similar to the required services of this IFB. The information may be shown on **Exhibit C** or in a similar manner.
 - 1) As part of the evaluation process, the State of Missouri may contact the vendor's references, including references not listed or identified within the vendor's bid but who have current or previous experiences with the vendor.
 - 2) The vendor shall agree and understand that the State of Missouri is not obligated to contact the vendor's references.

4.4.2 The qualifications of the personnel proposed by the vendor to perform the requirements of this IFB, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

- a. Personnel Expertise - The vendor should provide the information requested on **Exhibit D** for each key person proposed to provide the services required herein.

- 1) The information provided should be structured to emphasize relevant qualifications and experience of the personnel in completing contracts/performing services of a similar size and scope to the requirements of this IFB.
 - 2) The information submitted should clearly identify previous experience of the person in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and whether the person is proposed for the same services for the State of Missouri.
- b. Personnel Qualifications - If personnel are not yet hired, the vendor should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

4.5 Evaluation of Method of Performance:

- 4.5.1 Bids will be subjectively evaluated based on the vendor's plan for performing the requirements of the IFB. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.5.2 Description of Proposed Services - **Exhibit E** is provided for the vendor's use in providing information about the proposed method of performance. The vendor should present a detailed description of all products and services proposed in the response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid to insure its compliance with mandatory technical specifications. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
- 4.5.3 Preprinted Marketing Materials – The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.
- 4.5.4 Bid Detail Requirements and Deviations – It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

PARAGRAPH AND ALL SUB-PARAGRAPHS DELETED PER AMENDMENT 001
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4.6 (DELETED)

PARAGRAPH AND ALL SUB-PARAGRAPHS DELETED PER AMENDMENT 001

4.7 (DELETED)

4.8 Other Bid Submission Requirements:

PARAGRAPH DELETED PER AMENDMENT 001

4.8.1 (DELETED)

4.8.2 Debarment Certification – The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the attached certification regarding debarment, etc., **Exhibit I** with the bid. This document must be satisfactorily completed prior to award of the contract.

4.8.3 Miscellaneous Information – The vendor should complete and submit **Exhibit J**, Miscellaneous Information.

4.8.4 Business Compliance - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) or by submitting an on-line bid that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

EXHIBIT A

PRICING PAGE

4.9 Food Services – State Capitol Building –The vendor shall provide a firm, fixed percentage of profit for the original contract period and a maximum percentage of profit for each potential renewal period for the provision of food services at the Missouri State Capitol Building in accordance with the provisions and requirements of this IFB.

Line Item	Contract Periods				
	Original Contract Period	First Renewal Period	Second Renewal Period	Third Renewal Period	Fourth Renewal Period
001	\$ _____ Firm, Fixed Percentage of Profit	\$ _____ Maximum Percentage of Profit	\$ _____ Maximum Percentage of Profit	\$ _____ Maximum Percentage of Profit	\$ _____ Maximum Percentage of Profit

EXHIBIT B
VENDOR INFORMATION

The vendor should provide the following information about the vendor's organization:

- a. Provide a brief company history, including the founding date and number of years in business as currently constituted.

- b. Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

- c. Provide a list of and a short summary of information regarding the vendor's current contracts/clients. List, identify, and provide reasons for each contract/client gained and lost in the past 2 years.

- d. Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

- e. Document the vendor's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the vendor is a subsidiary, also provide the documentation for the parent company.

EXHIBIT C

CURRENT/PRIOR EXPERIENCE

The vendor should copy and complete this form documenting the vendor and subcontractor’s current/prior experience considered relevant to the services required herein. In addition, the vendor is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Title/Name of Service/Contract and Dates of Service/Contract:	
If service/contract has terminated, specify reason:	
Size of Service such as: <input checked="" type="checkbox"/> Average # of people served on a daily basis <input checked="" type="checkbox"/> Physical size of food service area <input checked="" type="checkbox"/> Physical size of dining area	
Dollar Value of Services	
Description of Services Performed: <input checked="" type="checkbox"/> Hours and days of week of operation <input checked="" type="checkbox"/> Types of food served on a daily basis <input checked="" type="checkbox"/> Cafeteria <input checked="" type="checkbox"/> Catering	

EXHIBIT D

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
Number of years' experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, number of years employed. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and dates	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Supervising food service personnel	
✓ Preparing meals	
✓ Cafeteria services	
✓ Catering Services	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours per month this person is proposed for services	

EXHIBIT E

METHOD OF PERFORMANCE

The vendor should present a written plan for performing the requirements specified in this Invitation for Bid. In presenting such information, the vendor should specifically address each of the following issues:

1. The vendor should document a thorough knowledge of the food service area to be assigned based on either (1) the vendor’s attendance at the scheduled tour, or (2) other thorough knowledge of the food service area to be assigned that was gained from some other means.

<p>_____</p>	<p>I attended the scheduled tour.</p> <p>The vendor’s attendance at the tour shall be verified by the attendance record.</p>
<p>_____</p>	<p>I did not attend the scheduled tour.</p> <p>The vendor must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the kitchen and dining areas. The vendor is advised that neither a review of floor plans nor an independent public viewing given an accurate account of knowledge.</p> <p>_____</p> <p>_____</p> <p>_____</p>

2. Concept/Services – The vendor should provide detail about the concept of the food service area (e.g. bistro, café, family style, fast-food).
 - a. Describe the traffic flow and how the customers’ orders are to be filled in the food service area.
 - b. Describe the type of tableware and eating utensils (e.g. plates, silverware, glasses, etc.) that will be used in the food service seating area. The vendor should also indicate what kind of containers shall be used for take-out (e.g. cardboard, Styrofoam, etc.).
 - c. Describe any additional services that will be offered.

3. Menu – The vendor should describe the plan for selecting the menu options, rotation, and pricing for dine-in, carry-out, catering and delivery. The vendor should provide sample breakfast and lunch menus, including prices, for two weeks. Identify how often menus are rotated and changed.

4. Food – The vendor should describe the process for food selections, network for purchasing food, the inventory control system, the methods used to select portion size and controls.

5. Management - The vendor should describe the objectives and plans for the start-up of the food services (e.g. capital investment, time frame for pre-opening, anticipated opening date).
 - a. The vendor should describe the methods for attracting customers to the café.

- b. The vendor should describe the plan for accommodating the fluctuation in customer volume between in-session, out-of-session and extended business sessions.
 - c. The vendor should describe the oversight methods for meeting the IFB requirements.
 - d. The vendor should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - e. The vendor should describe the on-site management team, their responsibilities in relation to making decisions about food selection, preparation, customer complaints and personnel.
 - f. The vendor should describe how the vendor will conduct and manage outside catering services without interfering with the capitol cafeteria operations.
 - g. The vendor should describe the method for handling customer complaints and submit a sample corrective action plan.
 - h. The vendor should describe the personnel policies in place to maintain staff stability, such as pay rates, benefit package, opportunities for advancement and the training program.
 - i. The vendor should explain personnel coverage for sick time, no-shows, etc.
 - j. The vendor should state and explain the method for achieving the anticipated profit margin.
6. Organizational Chart - The vendor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
- The organizational chart should outline the team proposed for this project and the relationship of those team members to each other and to the management structure of the vendor's organization.
7. Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
- Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

EXHIBIT F

EXHIBIT DELETED PER AMENDMENT 001

EXHIBIT G

EXHIBIT DELETED PER AMENDMENT 001

EXHIBIT H

EXHIBIT DELETED PER AMENDMENT 001

EXHIBIT I

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Department.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

Instructions for Certification

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

EXHIBIT J

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest:

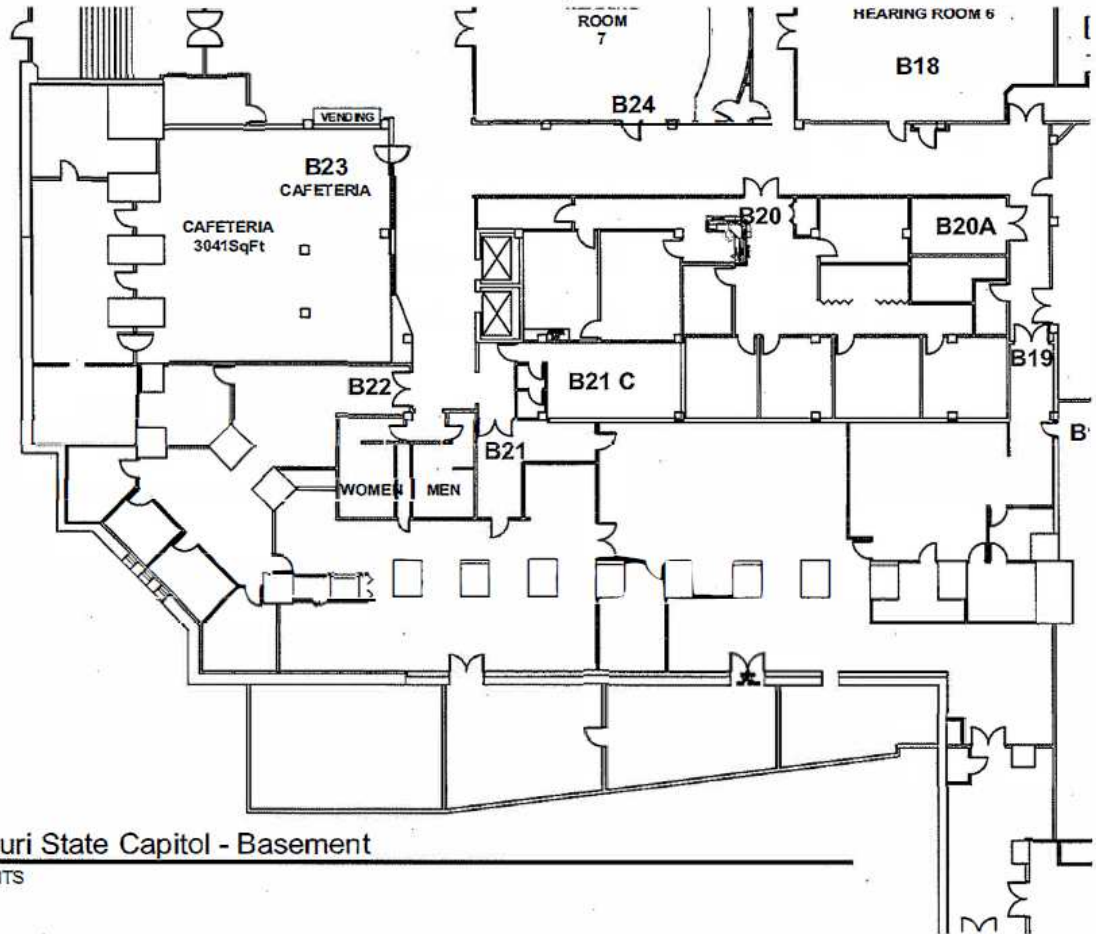
<p>Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:</p>	
<p>If employee of the State of Missouri or political subdivision thereof, provide name of Department or political subdivision where employed:</p>	
<p>Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:</p>	<p>_____ %</p>

ATTACHMENT #1

PEACHTREE CATERING, INC.
STATEMENT OF OPERATIONS
FOR CAPITAL GRILL
FOR THE TWELVE PERIODS ENDED DECEMBER 31, 2016

INCOME		
Sales - Capital Grill	165,166.89	100.0
TOTAL INCOME	<u>165,166.89</u>	<u>100.0</u>
COST OF SALES		
Food Purchases: Capital Grill	69,059.45	41.8
Supplies: Capital Grill	3,162.94	1.9
Paper Products Purchased: Capital Grill	4,253.68	2.6
Chemicals: Capital Grill	311.94	.2
TOTAL COST OF SALES	<u>76,788.01</u>	<u>46.5</u>
GROSS PROFIT	88,378.88	53.5
EXPENSES		
Salaries: Capital Grill	78,839.17	47.7
Payroll Tax Expense: Capital Grill	9,296.37	5.6
Taxes and Licenses: Capital Grill	105.00	.1
Supplies: Capital Grill	165.25	.1
Telephone: Capital Grill	1,529.20	.9
Office: Capital Grill	1,285.10	.8
Insurance: Capital Grill	2,175.10	1.3
Travel: Capital Grill	682.84	.4
Repairs and Maintenance: Capital Grill	1,264.71	.8
Laundry: Capital Grill	1,233.30	.7
Miscellaneous Expense: Capital Grill	75.00	.0
TOTAL EXPENSES	<u>96,641.04</u>	<u>58.5</u>
NET INCOME (LOSS) FROM OPERATIONS	(8,262.16)	(5.0)
OTHER INCOME AND EXPENSE		
TOTAL OTHER INCOME AND EXPENSE	<u>.00</u>	<u>.0</u>
NET INCOME (LOSS)	<u>(8,262.16)</u>	<u>(5.0)</u>

ATTACHMENT #2
Food Service Area



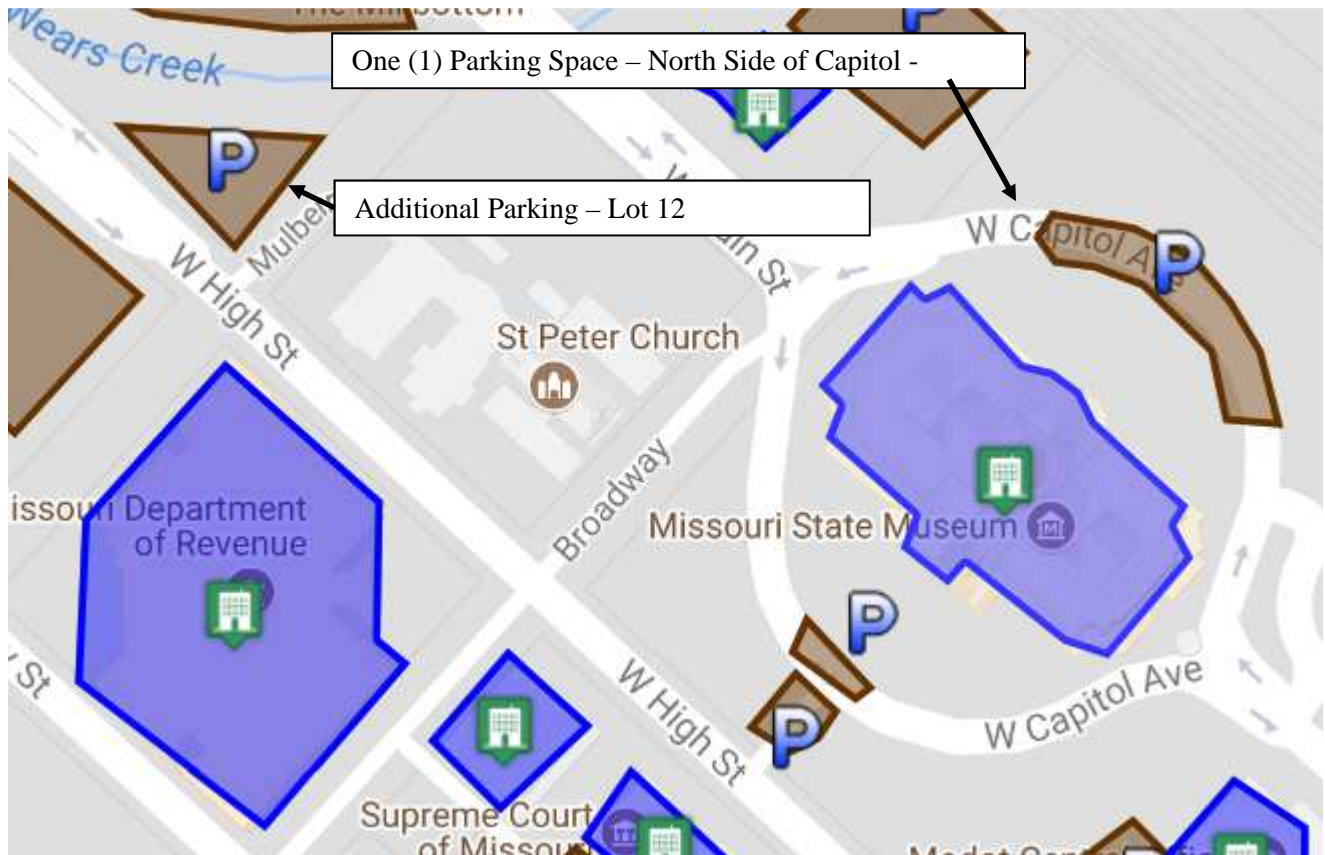
B Missouri State Capitol - Basement
SCALE: NTS

ATTACHMENT #3

EQUIPMENT LIST

Equipment List						
CAPITOL GRILL						
Room B-23 State Capitol Building						
TAG #	ITEM	DESCRIPTION	PURCHASE DATE	DEPR YEAR	PURCHASE PRICE	SUPPLIER
58027	Safe	Melink 2115-B	1987	1997	\$928.00	Samco
76049	Refrigerator	True 2-door T-49	1990	2000	\$1,699.57	Peerless
80066	Refrigerator	True 1-door T-35	1991	2001	\$1,535.00	Rest Equip & Sply
81211	Feezer	True 2-door T-49F	1991	2001	\$2,195.60	Colemans Rest Sply
81265	Refrigerator	True 4-door T-49	1992	2002	\$2,215.00	Rest Equip & Sply
123354	Vulcan Range	Elec Mr-5	1997	2007	\$4,389.00	Colemans Rest Sply
144411	Salad Bar w/cold pan	WCM-BT-5	2000	2010	\$2,239.20	Peerless
144415	Pressure Fryer		2000	2010	\$6,238.33	Peerless
144482	Popcorn Popper	SN 15489B	2000	2010	\$500.00	Nelson Distr
156315	Bill Changer	SN 021203	2001	2011	\$1,415.83	Std Change Makers
159040	Hot Dog Grill	Star Mfg	2002	2012	\$584.20	Session Fixtures
165625	Convection Oven		2005	2014	\$5,165.97	Ford Rest Sply
141803	Ice-O-Matic	SN 12071280012848	2012	2022	\$2,269.00	Session Fixtures
181348	Freezer 2-door	SN n0523115	2007	2017	\$2,788.00	Ford Rest Sply
181465	Refrigerator	SN 5291706	2010	2020	\$2,374.00	Ford Rest Sply
181486	Slicer 10"	SN 505-011	2010	2020	\$1,591.64	Central Rest Products
143931	Vulcan Warmer					
117209	Red Goat Disposer					
144408	Refrigerator	Delfield 3-door				
- - -	Southbend Steamer EZ-3	SN 02B24042-2				

ATTACHMENT #4



ATTACHMENT #5

(DO NOT INCLUDE WITH BID SUBMISSION – FOR USE UPON CONTRACT AWARD ONLY)

**OFFICE OF ADMINISTRATION,
DIVISION OF FACILITIES MANAGEMENT, DESIGN & CONSTRUCTION
AUTHORIZATION FOR RELEASE OF INFORMATION
CONFIDENTIALITY OATH**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, Design & Construction, may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management, Design & Construction, and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management, Design & Construction, and all other persons, firms, corporations, and institutions supplying the above requested information.

I understand in the process of performing the requirements of the contract, the contractor and/or the contractor's personnel may become aware of information required by law to be kept confidential. Therefore, I agree I must not at any time disclose, directly or indirectly, any information gained during the performance of the services.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

Name of Facility Where Assigned – Missouri State Capitol Building – Food Services

ATTACHMENT #6
Bid Submission Checklist

ATTACHMENT REVISED PER AMENDMENT 001

•	TASK TO BE COMPLETED
	Completed and Signed IFB Cover Page, if submitting a complete bid
	Completed Pricing Page, Exhibit A, including renewal pricing
	Completed Vendor Information, Exhibit B
	Completed Current/Prior Experience, Exhibit C
	Complete Exhibits D for Expertise of Key Personnel
	Complete Exhibit E – Method of Performance
	Completed and Signed Debarment Certification, Exhibit I
	Completed Miscellaneous Information, Exhibit J
	Attachment #5 Authorization for Release – Prior to Effective Date of Contract for All Personnel
	Secretary of State Business Registration
	MissouriBUYS Vendor Registration

**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department (DEPARTMENT)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Vendor** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DEPARTMENT. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DEPARTMENT to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DEPARTMENT.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DEPARTMENT.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the DEPARTMENT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DEPARTMENT, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the DEPARTMENT in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DEPARTMENT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered vendors are electronically notified of the bid opportunity based on the information maintained in the State of Missouri's vendor database. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.

- f. The DEPARTMENT reserves the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the vendor to monitor the State of Missouri On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov> to obtain a copy of the amendment(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the bid on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the IFB.

4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DEPARTMENT or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DEPARTMENT. If DEPARTMENT determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically as permitted by the IFB through the State of Missouri's On-Line Bidding/Vendor Registration System website or hard copy delivered to the DEPARTMENT office. Vendors that have not registered on the On-Line Bidding/Vendor Registration System website may submit bids hard copy delivered to the DEPARTMENT office. Delivered bids must be sealed in an envelope or container, and received in the DEPARTMENT office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DEPARTMENT post office box address. However, it shall be the responsibility of the vendor to ensure their bid is in the DEPARTMENT office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DEPARTMENT office may be modified by signed, written notice which has been received by the DEPARTMENT prior to the official opening date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DEPARTMENT office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DEPARTMENT prior to the official opening date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Vendors delivering a hard copy bid to DEPARTMENT must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the vendor of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. All vendors may view the names and prices of the respondents on the state's On-Line Bidding/Vendor Registration System website after the official opening date and time. The DEPARTMENT will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DEPARTMENT office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.

- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the DEPARTMENT to be in the best interest of the State of Missouri.
- c. The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all vendors fail to meet the same mandatory requirement in an IFB, DEPARTMENT reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the DEPARTMENT reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DEPARTMENT reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DEPARTMENT may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DEPARTMENT to the successful vendor. The DEPARTMENT reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DEPARTMENT based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- k. The DEPARTMENT posts all bid results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after bid award. The DEPARTMENT maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DEPARTMENT reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DEPARTMENT.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DEPARTMENT's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the department.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DEPARTMENT or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DEPARTMENT.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DEPARTMENT, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DEPARTMENT may cancel the contract. At its sole discretion, the DEPARTMENT may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DEPARTMENT within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DEPARTMENT will issue a notice of cancellation terminating the contract immediately. If it is determined the DEPARTMENT improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DEPARTMENT cancels the contract for breach, the DEPARTMENT reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DEPARTMENT deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the vendor/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the vendor/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DEPARTMENT immediately.
- b. Upon learning of any such actions, the DEPARTMENT reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DEPARTMENT shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DEPARTMENT until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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