

REQUEST FOR PROPOSALS
Harris-Stowe State University
3026 Laclede Avenue, St. Louis, MO 63103

RFP NO.: 57817205
DATE ISSUED: July 24, 2017

Buyer: Barbara A. Morrow

TEL: (314) 340-5763, FAX: (314) 340-3322

RECEIVED FROM:

Harris-Stowe State University is requesting proposals for Food Services. **A mandatory pre-bid conference will be held on Wednesday, August 16, 2017 at 10:00 a.m. in the AT& T Library (AT 108 Telecommunity Room) located at 3011 Laclede Avenue, St. Louis, MO 63103.** Proposals must be received no later than **10:00 a.m. on Wednesday, September 6, 2017 in room 105 of the Dr. Henry Givens, Jr., Administration (HGA) building** and will then be opened and the names read **at 10:15 a.m. in the Clay Education Center 204 Professional Development (Prof Dev) room.** Any proposal received after 10:00 a.m. on **Wednesday, September 6, 2017** shall not be accepted and will be returned to the offeror unopened. No award shall be made at the time proposals are opened. Proposals are to be mailed to:

**Harris-Stowe State University, Attention: B. A. Morrow, Business Office, Room 105,
3026 Laclede Avenue, St. Louis, MO 63103**

PROPOSAL MUST BE SIGNED TO BE VALID

The Offeror hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document upon either the receipt of an authorized Purchase Order from Purchasing, or when this document is countersigned by Purchasing as a binding Contract. The Offeror further agrees that the language of this document shall govern in the event of a conflict with His or Her Proposal. If incorporated - Where? _____

COMPANY NAME: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ TEL: _____
(please sign here)

(please type or print name here)

TITLE: _____ FED. ID OR SSN: _____

NOTICE OF AWARD: _____ PURCHASE ORDER# : _____

Accept as to items:

(Signature of Director of Business Services)

(Date)

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PART ONE

BACKGROUND INFORMATION

SECTION ONE: General Information

Harris-Stowe State University traces its origin back to 1857 when it was founded by the St. Louis Public Schools as a normal school and thus became the first public teacher education institution west of the Mississippi River, and the twelfth such institution in the United States.

This normal school was Harris-Stowe's first predecessor institution, and was restricted to white female students who would become the city of St. Louis' public elementary school teachers. This normal school later became a four-year college, named Harris Teachers College, in honor of William Torrey Harris. Dr. Harris had served as the Superintendent of Instruction of the St. Louis Public Schools and had also served as a United States Commissioner of Education.

The Normal School began offering in-service education for St. Louis white teachers, as early as 1906. and, later, in 1920 became a four-year undergraduate teachers college, authorized to grant a Bachelor of Arts Degree in Education. In 1924, the College received accreditation from the North Central Association of Schools and Colleges. Accreditation from other agencies followed, including accreditation by the American Association of Colleges for Teacher Education and the National Council for the Accreditation of Teacher Education.

A second predecessor institution was Stowe Teachers College which began in 1890 as a normal school for future black teachers of elementary schools in the city of St. Louis. This normal school was also founded by the St. Louis Public School System and was an extension of Sumner High School. In 1924, the Sumner Normal School became a four-year institution with authority to grant the baccalaureate degree. In 1929, its name was changed to Stowe Teachers College, in honor of the abolitionist and novelist, Harriet Beecher Stowe.

These two teacher education institutions were merged by the Board of Education of the St. Louis Public Schools in 1954 as the first of several steps to integrate the public schools of St. Louis. The merged institution retained the name Harris Teachers College. Later, in response to the many requests from alumni of Stowe Teachers College and members of the Greater St. Louis Community, the Board of Education agreed to restore to the College's name the word "Stowe", and to drop the word, "Teachers".

In 1979 the General Assembly of the State of Missouri enacted Senate Bill 703, under which Harris-Stowe State College became the newest member of the State system of public higher education. The institution's name was again changed by the addition of the word, "State," and was then officially known as Harris-Stowe State College. In addition to the name change, the College's baccalaureate degree was changed to Bachelor of Science in Education. In compliance with new State standards and teacher certification requirements, the College's Teacher Education curriculum was modified and three separate Teacher Education majors were approved: Early Childhood Education, Elementary School Education, and Middle School/High School Education.

Part One, **BACKGROUND INFORMATION** (Continued)

SECTION ONE: General Information (Continued)

In 1981, the College received State approval for a new degree program -- the Bachelor of Science in Urban Education. This program was the only one of its kind at the undergraduate level in the United States and is designed to prepare non-teaching urban education specialists who will be effective in solving the many urban-related problems facing today's urban schools. Later this degree program was expanded to include the preparation of non-teaching specialists in many other urban-related fields.

In 1993, the State Governor signed into law Senate Bill 153 which authorized the College to expand its mission in order to address unmet needs of metropolitan St. Louis in various applied professional disciplines. In response to that authority, Harris-Stowe developed two new baccalaureate degree programs: (1) Business Administration with professional options in Accounting, Management Information Systems, General Business and Marketing; and (2) Secondary Teacher Education with subject-matter options in Biology, English, Mathematics, and Social Studies. The College, soon after, began developing new baccalaureate programs in other professional areas, including Criminal Justice and Management of Health and Medical Services. These new programs are "two-plus-two" baccalaureates based on relevant community college associate degrees.

Finally, on August 25, 2005, upon the urging of Governor Matt Blunt, and the approval of the State General Assembly, Harris-Stowe State College became Harris-Stowe State University.

Thus, from its beginnings as two normal schools in the mid- and late 19th Century to its present status as a state institution of public higher education, Harris-Stowe State University and its predecessor institutions have always been in the forefront of teacher education. Now, with its mission expanded to include other professional disciplines, the University will provide greatly needed additional opportunities to metropolitan St. Louisans in other important fields of endeavor. The University will, therefore, continue its quest for excellence in all of its offerings and strive even more to meet the complex and demanding challenge of preparing students for effective roles in this region's various professions.

Harris-Stowe State University is dedicated to the advancement of people through learning. Every social institution is, in some way, special; educational institutions are particularly so because they alone have been established to promote learning in formal and appropriately-designed settings. This University recognizes and accepts as an integral aspect of its mission the task of providing urban-oriented experiences, which will enable its students to function as constructive agents of change for the improvement of urban living.

The demands of today's society require the services of professionals; Harris-Stowe State University is well-known for its four-year professional education programs. The University began its distinguished career in undergraduate higher education with the exclusive purpose of developing highly competent and effective teachers for the elementary school. To this focus the University long ago added in-service, increased pre-service, and professional development programs. A few years ago, the primary purpose of Harris-Stowe was expanded to include the development of a non-teaching professional baccalaureate degree aimed at preparing humane problem-solvers for educational systems and community agencies.

Part One, **BACKGROUND INFORMATION** (Continued)

SECTION ONE: General Information (Continued)

Now, with an expanded mission, the academic thrust of the University has been broadened to include other greatly needed professional areas: in Business Administration, in Secondary Teacher Education, in Elementary Teacher Education, in Urban Education, in Liberal Arts, in Criminal Justice, and in the effective Management of Medical and Health services programs, and is collaborating with several sister institutions – both in and outside the metropolitan region in offering graduate-level programs.

Harris-Stowe is unique among midwestern institutions of higher education. This uniqueness is derived from two main characteristics: (1) its philosophy which stresses the importance of the learning potential of each individual student, and (2) its high accessibility--both geographical and financial.

Currently the University offers 31 Majors, Minors and Certificate Options.

The University offers Bachelor of Science degree programs. Each of these degree programs consists of two levels: (1) a lower-division level, which provides a general education foundation, and (2) an upper-division level, consisting of a specific set of professional studies that gives each degree program its name. The University is an accredited member of the Higher Learning Commission. The following programs are offered: Accounting, Biology, Business Administration, Criminal Justice, Early Childhood Education, Educational Studies, Elementary Education, Finance, Health Care Management, Information Sciences & Computer Technology, Marketing, Mathematics, Middle School/Junior High Education, Political Science, Professional Interdisciplinary Studies, Secondary Education, Sociology, Sustainability and Urban Ecology, Urban Affairs, Urban Agriculture.

Harris-Stowe has approximately 190 full time employees and an enrollment of approximately 1,450 students.

The campus presently consists of nine (9) buildings, the Dr. Henry Givens, Jr. Administration building; the Southwestern Bell Technology Resource Center Library; the Emerson Physical Education/Performing Arts Center which opened on April 25, 2003; the Gillespie Residence Hall/Student Center which opened on August 15, 2006; the William L. Clay Early Child Development and Parenting Education Center which opened August 24, 2009; the Freeman R. Bosley, Jr. Residence Hall and Dining Facility which opened August 2011, the Vashon Community Center and two (2) additional buildings that were purchased in Fall 2015.

PART TWO

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

SECTION ONE. Purpose and Background

1. **Purpose:** Harris-Stowe State University (HSSU) is soliciting proposals from qualified firms to act as its partner in managing the Dining Services Program at HSSU in attaining the following goals:
 - To provide quality food and services to students, faculty, staff, children in the early childhood center, alumni and visitors to the University.
 - To meet the dietary needs of a diverse population.
 - To maintain reasonable, competitive prices.
 - To obtain a national food chain(s).

Management of the dining service program shall include the management and operations personnel, technical support, training, food product, supplies, materials, systems, and effort necessary to perform dining services functions at a level of quality that consistently meets and exceeds the University's expectations. The vendor will be responsible for food purchase and productions, quality control, human resources management (hiring, training, development, discipline, dismissal, etc.), and financial management of the Dining Services Program.

The University is committed to providing excellent quality, delicious and healthy food to the University's diverse population as a means of enhancing community and contributing to the Vision, Mission and Goals of the University.

While the food service rights granted in this proposal are non-exclusive, it is the University's intention to direct as much business as possible to the successful Contractor. However, the Contractor that operates the bookstore for the University is also granted the right to sell candy and snack items in its facility during their normal operating hours. In addition, from time to time, it may be deemed appropriate to be in the best interest of the University on a very exceptional basis, to have food service for specific events provided by others. Student groups may also conduct special fundraising sales to raise money for specific needs.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION ONE. Purpose and Background (Continued)

2. **Additional Information About Harris-Stowe State University**

Harris-Stowe State University (HSSU) has two (2) suite-style residence halls one (1) which opened in August 2006 and the other which opened in August 2011. There are approximately 477 beds and all of the resident students will be required to participate in a meal plan. In addition, there are approximately 1,200 commuter students and 170 employees. The food service provider will also be expected to provide meals to summer groups and students on an irregular schedule which depends upon summer group activity. For the information of prospective offerors, it is the University's understanding that gross revenue for the twelve month period ending December 31, 2016 was as follows:

a. Gross Revenue for Twelve Month Period ending December 31, 2016:

Board plan	\$738,754.
Catering	153,650.
Cash Sales	<u>14,619.</u>
Total	\$907,023.

b. Current Casual Meal Rate for 2016/2017:

	<u>Student Meal Rate</u>	<u>Faculty/Staff</u>
Breakfast	\$4.75	\$4.10
Lunch	\$5.75	\$5.20
Dinner	\$7.15	\$6.35

c. Commuter Plan Rate for 2016/2017:

40 Meals	\$270.00
50 Meals	\$355.00

The food service vendor has traditionally provided "beverage and break" service for faculty, staff and students during the time food services are in operations. Currently, a kiosk is operated in the Dr. Henry Givens, Jr., Administration building from 8:00 a.m. to 11:00 a.m. Salads, sandwiches, muffins, fruit cups and beverages, etc., are stocked.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION TWO. Personnel/Spaces on Premises Available to Contractor/Catering/General Accounting/Keys

a. **Personnel:**

The Contractor shall employ one full-time, on-site Contractor Food Service Director (FSD) responsible for all food service functions at the University's facility as specified in this document. The FSD must have a minimum of five years consecutive employment in a similar operation with comparable responsibilities. The FSD will have education and/or experience in food service with particular emphasis upon effective financial controls and merchandising techniques. Furthermore, the FSD will have a high degree of management expertise, as evidenced by prior food service management duties involving university and/or college-type food service, high-quality food production and service, and effective financial control. The food service director's sole responsibility will be the University's account; he/she will have no other management or supervisory responsibility for other accounts or businesses of the Contractor's without prior University approval.

The University reserves the right to review the qualifications of the FSD and all unit managers that the Contractor proposes to place at the University. The FSD and unit managers assigned to the University shall be selected with prior approval of the University. The University may withhold approval of the FSD and of specific unit managers in which case, the Contractor is required to submit other candidates. However, the University's approval of Contractor's employees shall not be unreasonably withheld. The individuals selected for these positions shall remain at the University for a minimum period of two (2) years or as long as their performance is acceptable to the University or if the individual resigns or is otherwise unable to perform his other duties.

Contractor agrees that all employees will be dressed in clean, neat-appearing uniforms. Contractor will ensure that its employees wear proper and neat-appearing footwear while working on the University premises.

Employees of the Contractor shall be appropriately uniformed when performing their work assignments at the facility. The term appropriate is interpreted to include all apparel, name tags, hats, hair nets, etc. The Contractor must submit samples of uniforms and other apparel of all service personnel for approval by the University. Cost of Contractor's employee uniforms will be borne by the Contractor.

The Contractor shall require all employees to utilize authorized and designated entrances and exits during working hours.

The Contractor will restrict employees to assigned spaces during working hours and require them, when not working, to vacate the work site.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION TWO. Personnel/Spaces on Premises Available to Contractor/Catering/General Accounting/Keys (Continued)

a. **Personnel:** (Continued)

The Contractor shall assure that the FSD or an immediate assistant will be on site at each location during all hours the food facilities are open, including catering service.

b. **Spaces on premises available to Contractor:**

Facilities will be provided as described herein. The available food space and facilities shall be returned to the University at the end of the contract in a condition correspondent to the status existing at the time of entering into the contract, or as improved during the term of the contract, reasonable wear and tear excepted. It shall be the Contractor's responsibility to maintain the space in space in good condition throughout the term of the contract in a manner befitting to the University and to notify the University, in writing, of any maintenance problems beyond the scope of the Contractor's responsibility

The University will not be responsible in any manner for loss or damage to the Contractor's stored supplies, materials, or equipment or for any of the Contractor's employees' personal belongings brought onto the premises.

c. **Catering:**

Catered service procedures, operational requirements, and menus shall provide four levels of service for catering:

- Fine dining.
- Standard table linen, china, and flatware.
- Paper and disposable.
- Pick-up/carry-out (“no frills”)

If requested, a complete catering guide to menus, prices, portions servings, catering policies, minimums, additional charges, etc., shall be submitted to the requestor for review and comments prior to providing services.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION TWO. Personnel/Spaces on Premises Available to Contractor/Catering/General Accounting/Keys (Continued)

d. **General Accounting:**

The Contractor shall operate on the basis of a fiscal year (July 1 – June 30) consisting of twelve (12) accounting periods. The 1st period shall be from January 1 – June 30. All departmental charges (from Catering Services) must be submitted to the Contract Administrator with the monthly financial reports. The Contractor is to coordinate financial reports to meet the accounting needs of the University in a mutually agreed format. The Contractor shall furnish the Contract Administrator with a statement of gross sales and expenses in connection with the operation of the food facilities statement of gross sales and expenses in connection with the operation of the food facilities covered by the contract, showing on a monthly and year-to-date basis the actual and budgeted food costs, labor costs (including the account manager), fringe benefits, payroll taxes, and expenses which are properly allocable to the operation no later than the twentieth (20th) working day following the close of each accounting period, the last day of the month as indicated in the Financial Bidding Format. All operation statements shall be accompanied by respective commission payments to the university. Causes of abnormal revenue and expense deviations shall be noted by the Contractor as part of these statements. Any payment required of Contractor, if not paid within thirty (30) days of the due date, shall bear interest at the rate of 12% per annum, but not greater than the rate allowed by law.

Minimum Monthly Financial Statements

The following operating statements by type and unit of service shall be required:

- Contract Board Services
- Cash Operations (cafeteria, kiosks, etc.)
- Branded Concepts
- Catering Sales
- Conferences Sales
- Other Sales (day care, etc.)

The Contractor shall maintain annual inventory and shrinkage records, in a format specified by the University, of all smallwares. The annual inventory shall be submitted to the Contract Administrator. On the anniversary date of the contract or the termination date of the contract, a joint inventory of all equipment and smallwares shall be taken.

The University continually reinvests in the facilities. However, it is anticipated that vendors will review the venues and make appropriate recommendations for improvement. Recommended changes may require investment of funds. The willingness and level of investment anticipated in the proposals will be important information to consider.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION TWO. Personnel/Spaces on Premises Available to Contractor/Catering/General Accounting/Keys (Continued)

e. **Keys**

The Contractor shall be responsible for any keys or locking devices provided to the Contractor at the onset of the contract. The Contractor shall be responsible for the cost of replacement of lost keys, and if the University determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all cost associated with re-keying designated locations. The Contractor may request the University to re-key the facilities prior to the commencement of the Contract, or at any time during the duration of the contract, however, any cost of such re-keying shall be the sole responsibility of the Contractor.

SECTION THREE. General Requirements and Contractor Responsibilities:

3.1 The Contractor shall be expected to provide food services as follows:

a. **Locations:**

1. Operation of the dining hall in the Bosley Residence Hall located on the main campus.
2. Operation of a kiosk in the Dr. Henry Givens, Jr., Administration Building on the main campus. The kiosk should operate during the hours of 8:00 a.m. to 11:00 a.m. Monday through Friday. Customers should be able to purchase coffee, muffins, juice in cartons or dispensers, fruit, etc.
3. Lunch to the children attending the Clay Early Childhood Center (rates for breakfast and lunch may also be provided as options. Services provided to the Clay Early Childhood Center must be in accordance with the Missouri Department of Health and Senior Services (including applicable (age specific) meal requirements, reporting and record keeping.
4. Meal plan program to students.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities: (Continued)

Future plans are to possibly have a kiosk in the Rev. William Gillespie Student Housing/Student Center building on the main campus to provide food services to the students after the dining hall has closed.

- b. **Food, beverages, merchandise and supplies required to operate a commercial food service which include, but are not limited to:**
1. Meal plan program to offer to students.
 2. Food products.
 3. Bookkeeping and payroll preparation for provider employees.
 4. Flatware and china replacement.
 5. Garbage and trash removal and recycling.
 6. Supervision of provider employees.
 7. Office printing and stationery supplies.
 8. Supplies, including cleaning supplies.
 9. Table linen.
 10. Telephone and communication costs (exception noted below).
 11. Workers Compensation and general liability insurance.
 12. Contractor agrees to purchase current contractor's useable inventories of food, beverages and supplies at invoice cost. Such inventories shall be at levels reasonably expected for an operation the size of HSSU.
 13. Maintenance of small wares inventory in good condition at the same level as inventoried on the date of contract commencement. The initial purchase of any increases in inventory will be the responsibility of the University. Small wares shall be inventoried annually by the Contractor and compared to expected levels. Any shortages shall be corrected by the Contractor at least annually or immediately if such shortage impairs the operation of the food service.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Cont'd)

3.1 (Cont'd)

14. Contractor provides and maintains an end-to-end Payment Card Industry (PCI) compliant Software as a solution (SaaS) Point of Sale (POS) system with the ability to integrate into the institution's ERP/SIS (Jenzabar). Contractor agrees to disclose analytic data it collects and entities with which it can or will share collected data. Contractor must provide annual SOC reports related to data security of its POS.
 15. Contractor to furnish customary and usual office supplies.
 16. Contractor to pay for long distance telephone service.
 17. All other costs not specifically allocated to the University.
- c. Labor – salaries, hourly wages of all food service employees and employee benefits. Contractor will provide qualified management employees to operate the food service and supervise food service employees. Contractor agrees to remove any employee immediately if in the judgment of the University such removal is for cause. Removal requests other than for cause will be honored within 30 days.
- d. Contractor is responsible for usual and customary cleaning and sanitation of the food service areas. The Contractor is responsible for housekeeping and sanitation in food preparation, storage, dining and serving areas. This includes the cleaning of:
1. All ceiling, ceiling fixtures, windows at least twice annually.
 2. Air ducts and hood vent systems (as per local ordinance).
 3. Floors and the tops of tables and chairs after each meal or as required to maintain proper sanitation for a quality food service experience.
 4. Transport refuse and recycling to the designated collection areas.
 5. Transport waste grease to the designated collection area in an appropriate receptacle.

Cleanliness shall conform to all Local, City, County and State health regulations, and to the general standards of the building appearance maintained throughout HSSU premises (see RSMo, 196, 1994).

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.1 (Cont'd)

- e. Contractor is responsible for costs of all laundry, linen and uniform services.
- f. Contractor will comply with all applicable laws, ordinances, rules and regulations relating to food service sanitation, safety and health, and shall maintain all necessary licenses and permits.
- g. Catering charges for on or off campus organizations will be billed and collected by the Contractor. HSSU is to receive a minimum of 10% return on net sales from on campus and off campus catering (if any), and conference revenues. "Net Sales" is defined as "Gross Sales – Sales Tax." In addition, HSSU is to receive a minimum of 10% of the total charges collected at the register for non-meal plan purchases, excluding taxes. A summary of activity and payment will be submitted to the University quarterly.
- h. Products offered in the kiosks cannot compete with those supplies offered by the HSSU bookstore. For example: The successful vendor can only serve food products or beverages.
- i. Neither the Contractor or HSSU will be liable for the failure to perform its responsible obligations under any contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of the Contractor or HSSU or for real or personal property destroyed or damaged due to such causes.
- j. The following costs and services will remain the responsibility of the University:
 - 1. Building Insurance.
 - 2. Equipment replacement – as agreed to by both parties.
 - 3. General maintenance and outside maintenance services, parts and supplies to properly maintain the premises and equipment except as noted.
 - 4. Office space and basic office furniture (desk, chair and file cabinet).
 - 5. Painting and renovation – as agreed to by both parties.
 - 6. Pest control.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.1 (Continued)

7. Reimbursement to Contractor for the cost of disposable items used in lieu of reusable items if the dish machine equipment is inoperative for more than 48 hours for reasons other than the Contractor's negligence.
 8. Reimbursement to Contractor for electrical or equipment failure causing the loss of refrigerated or frozen products at invoice cost of products inventoried at time of deemed loss..
 9. Removal of trash and recycling from the collection area.
 10. Telephone access to campus switchboard.
 11. Vending services. HSSU shall have the sole right to all commissions generated by the vending machines.
 12. Approximately 222 dining days per academic year (fall and spring semester). Additional days may be required depending upon the academic calendar. State method for billing/calculating partial day charges.
- k. Billings for services must be itemized and are to be submitted to the University monthly. No advance payments for services will be considered. Options to monthly billing will be considered if advantageous to the University.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.2 Board Plans

The number of students projected to eat on the meal plan will average approximately 477 during each semester. The school year consists of approximately 222 board rate days. Additional days before the beginning of each term may be offered to special student groups. Please state method for billing/calculating partial day charges.

Each interested company should prepare bids based on the following options:

a. Cost per semester:

Aug – Dec: Approximately 111 board rate days

Jan – May: Approximately 111 board rate days

b. Resident students: The University currently offers a full (18 meal) plan to students. Meals served are Continental Breakfast, Lunch and Dinner, Monday and Friday; Breakfast, Continental Breakfast, Lunch and Dinner, Tuesday, Wednesday and Thursday; and Lunch and Dinner on Saturday and Sunday.

Each interested company should prepare a proposal based on the following options:

1. Full (18 meal plan)
2. Declining Balance Program
3. Commuter/Faculty/Staff Plans based on the following:

100 Meals
50 Meals

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.2 **Board Plans** (Continued)

- c. Commuter students: Block Plan for commuter students or faculty/staff members to eat in dining room. Currently, block plans may be purchased in 50 or 47 meal increments. Cost to purchase additional “points” in reasonable increments should be provided.
- d. Guest meal prices for point of sale diners.
- e. Employee meal prices and purchase options.
- f. Pre-season meals for athletic teams and others required to be on campus prior to start of the semester. Pricing should be based upon a per meal head count provided in advance. State per meal prices by meal type (breakfast, lunch and dinner) starting at 10 and continuing through 100 students to be served. Also provide a per day option if head count is provided on a per day basis.
- g. The basis for determining summer meal prices for HSSU sponsored groups and options for employees and students.

3.3 **Food Program Minimum Expectations**

The Contractor shall be expected to provide a varied, nutritionally balanced menu to dining patrons. Breakfast, lunch and dinner will be offered Monday through Friday, brunch and dinner shall be offered on Saturday and Sunday. Variety should not be limited to main entrée, but include a cycle menu for breakfast, lunch and dinner. All food products must meet applicable standards such as USDA Grade A, Grade #1, U.S. Fancy, etc.

- a. **Menus**. The Contractor will distribute a weekly menu.
- b. **Style of Service**. Cafeteria style services will be followed at all times, with the exception of certain special functions such that HSSU may desire to utilize different styles of serving.
- c. **Nutrition**. The successful company will provide nutrition information on food as it is served.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.3 Food Program Minimum Expectations (Continued)

- d. **Leftovers**. Leftovers, if used, must be utilized within 36 hours of the initial, fresh serving. At least two fresh and new main course entrees are to be provided at each meal. Leftovers in any form are not considered to be a new and fresh main course entrée.
- e. **Medically required diets**. Contractor shall supply any medically required special diets for residents dining patrons when prescribed in writing by a medical doctor.
- f. **Special/Premium Nights**. A special entrée night program is desired. Entrées and number of nights are left to the bidding companies at this time. Because of the expense of these entrées, students may be limited to a single order of the premium entrée.
- g. **Picnics**. The Contractor, if given advance notice, will allow contract students to have picnics and furnish the food in lieu of students eating the designated meal in the main dining room.
- h. **Special Meals**. The University will entertain a program that would offer special meals annually to the University's resident dining patrons and prospective students at no additional charge. Examples of such special meals are buffets, barbeques, holiday banquets, etc.
- i. **Exam week**. The Contractor shall furnish at no charge refreshments and snacks during each finals week. The date, location and time of service must be approved by the University.
- j. **Group Missed Meals**. There shall be no charge for group missed meals of the resident dining students provided that all of the following are met:
 - 1. The group includes at least ten (10) resident students.
 - 2. The group is taking part in a university-authorized function.
 - 3. The group sponsor has notified the Food Services Director ahead of time.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.3 Food Program Minimum Expectations (Continued)

- k. **Transfer Privileges**: Any contract student visiting another campus whose food service is supplied by the successful company will be offered meal service at no charge upon valid identification of their current participation in the food service program.
- l. The Contractor will be expected to provide a varied, nutritionally balance menu to dining patrons. Breakfast, lunch and dinner will be offered Monday through Friday; brunch and dinner on Saturday; and brunch and dinner on Sunday. Minimum expectations are as follows:
 1. Breakfast meats at each breakfast. Menus to include specific offerings.
 2. Eggs to order at breakfast and brunch. State standard options to be offered.
 3. A minimum of one (1) meat (not in a casserole, stew or other combination dish) at dinner.
 4. Contractor made pizza available at lunch Monday through Friday, at least two (2) varieties (on a rotating basis) at all times.
 5. Lunch and dinner desserts to regularly include pies, cakes and cobblers. State cycle and list specifically choices in menu cycle.
 6. A variety of fresh fruits available at all meals (no cups in items such as fresh apples, bananas or oranges).
 7. Fall opening and spring picnic lunches for students, faculty and staff (event cost to be included in meal plan base rate).
 8. Contractor to provide proposed menu cycle reflecting daily meal offerings for a minimum of a three (3) week cycle.
 9. Plan for providing nutritional information about each meal to patrons. Meal offerings need to be labeled at all meals with the nutritional information. Ingredients in the food that are potential allergens need to be clearly identified for the patrons.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.3 **Food Program Minimum Expectations** (Continued)

10. Nutritiously balanced meal offerings to meet the needs of the student population are expected, with limitation on the rotation of “fried” foods in the cycle.

A positive approach to merchandising will be expected. The Contractor must exhibit a desire to effectively increase participation by providing a service over and above that which is typically expected. This could include, but not be limited to, such techniques as unique methods of displaying foods, special promotions, daily specials, etc.

3.4 **Hours for food services:**

Food services shall be provided when regularly scheduled classes are in session (to include summer sessions). Current hours are as follows:

Monday and Friday:

Continental breakfast – 7:30 a.m. to 10:00 a.m.
Lunch – 11:30 a.m. to 1:30 p.m.
Dinner – 5:00 p.m. to 7:30 p.m.

Tuesday, Wednesday and Thursday:

Breakfast – 7:30 a.m. to 9:30 a.m.
Continental breakfast – 7:30 a.m. to 10:00 a.m.
Lunch – 11:30 a.m. to 1:30 p.m.
Dinner – 5:00 p.m. to 7:30 p.m.

Saturday and Sunday

Lunch – 11:30 a.m. to 1:30 p.m.
Dinner – 4:30 p.m. to 6:00 p.m.

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.4 **Hours for food services:** (Continued)

The Contractor shall provide brunch (Monday through Friday) during the period(s) when classes are not in session but the campus is open. Traditionally, those period(s) have been during spring recess, winter break and the end of each summer school session. Currently, dining hall hours are 11:30 a.m. to 1:30 p.m. during those time periods.

Hours of service and menus for night of dances, movies and special events will be negotiated on a per event basis.

Once days and hours are approved for the food service operation, any change in hours shall be submitted to the Business Office for review/approval by the Administration prior to implementation.

3.5 **Access Card System**

The successful company must suggest and maintain scanning equipment to monitor the access cards for patrons entering the cafeteria facilities. The cost of licensing and daily maintenance will be mutually agreed upon between the successful company and the University. The company may alternately provide a mobile application that integrates into the University's ERP/SIS (Jenzabar) for account management. The University will give special consideration to solutions that meet these criteria as well as provide flexibility for the University to integrate web-based content of its choosing.

3.6 **Clay Early Childhood Center**

The items listed below are the items that the monitors look for when they make their visits. They visit the Center and also the site(s) where food is ordered and/or prepared.

Required Documentation for Processed food (to be kept in contractor's office files):

- Child Nutrition Label
 - The CN logo with a distinct border
 - USDA authorization
 - 6 digit product identification number
 - Month and year of approval
 - Maintain with monthly CACFP records

- Center Product Analysis (breaded foods such as fish sticks, chicken nuggets)
 - Record amount of cooked meat provided by each piece of product
 - List number of pieces required to meet serving sizes of each age group
 - Record date of analysis
 - Maintain with monthly CACFP records

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.6 **Clay Early Childhood Center** (Continued)

- Product Formulation Statement (Product Analysis)
 - Product name
 - Food components in the product contributing to the meal pattern
 - Statement of vegetable protein product contained in the product
 - Original signature of a manufacturer's official with date

Other Documentation (contractor files and Center files):

- Menu rotations
- Annual CACFP training
- Medical food substitute record
- **Food Service Certificates/Handler's Permit (posted) in Clay Center**
- **If they have personnel working or serving in the Clay Center they will need background check, current TB test, HEP A record (ALL ON FILE IN THE CLAY CENTER)**
- Consultation from a dietitian or nutritionist in menu planning

These are the indicators they monitor when they make their site visits:

- Breakfast must contain milk, grains, and a fruit component
- Lunch must contain meat/meat alternate, milk, fruit/vegetable component, and Grain/bread
- Snack must contain (two of the four): milk, fruit/veggie, meat or alternate, grain
- Whole and 2% milk ordered for age groups

UNIQUE TO CLAY CENTER

Successful bidder must be able to tailor the full menu around not using the following: beef/pork products, greasy foods, and fried foods.

Also, sweets are **LIMITED** on the menu but special treats are allowed during some holiday celebrations.

The Clay Center is a peanut free environment so all foods served must be peanut free (to the greatest extent possible).

PART TWO, DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS (Continued)

SECTION THREE. General Requirements and Contractor Responsibilities (Continued)

3.7 Food Service Advisory Committee

A food service advisory committee will be established for the University and will include representatives from various segments of the University. The Contractor will meet on a quarterly basis with the Food Service Advisory Committee members to discuss various issues including, but not limited to, menus, pricing and portions, menu specials, premium and festive meals, preparation and service standards and practices, hours, trends and news in the food service industry. Students will be selected by the University to serve on the committee.

PART THREE

BILLING AND PAYMENT

SECTION ONE. Billing

The Contractor agrees to pay HSSU a percentage of net sales of **all** dining hall and catering sales which occur on the University's campus to include University sponsored catering and non-University sponsored catering, casual meal sales and sales from the kiosk(s) or C-Store if it is in operation.

The Contractor shall be responsible for collecting charges and billing the University on a monthly basis for such service and returning to the University the agreed-to-percentage also on a monthly basis.

SECTION TWO. Proposed Payment Procedures

The University will make payments based on a negotiated payment schedule. Each bill must consist of detailed invoices for services rendered in accordance with the terms and conditions of the contract. No payment shall be made until the invoices have been approved by the department(s) requesting the services.

SECTION THREE. Interest Charges

The University will not be liable for the payment of any interest charges associated with the cost of this contract. Also, the University is exempt from sales taxes.

SECTION FOUR. Financial Terms

For the purpose of establishing a ready reference of the financial terms for cash sales and catering food service, the following glossy of revenue related to this contract for which the Contractor is responsible, is provided:

- a. Cafeteria Sales – income from the sale of food, beverages and sundry items provided in all areas of food service as set forth in the specifications of this contract.
- b. Catering Sales – charge or cash sales income from food, beverage and services provided in all areas of catered food sales.
- c. Gross Sales – the combined revenue of cafeteria sales, vending sales, catering sales and other income.
- d. Sales Tax – all applicable city, state or federal taxes on gross food and beverage service sales.

PART THREE, BILLING AND PAYMENT (Continued)

SECTION FOUR. Financial Terms (Continued)

- e. Net Sales – gross sales less applicable sales tax.
- f. Other Income – Subsidies, sales of grease, fats and other waste, and production facilities direct sales and University's employee meals, etc.

PART FOUR

LOSS AND/OR BREAKAGE OF CHINA, GLASSWARE, SILVERWARE, ETC., NON-EXPENDABLE FURNITURE AND EQUIPMENT AND UTILITIES

SECTION ONE. Loss and/or Breakage of China, Glassware, Silverware, etc.

The Contractor is responsible for the loss and/or breakage of the china, glassware, silverware, serving trays, and all other movable kitchen equipment furnished by HSSU.

The Contractor shall have sole control and right to all food products located on the premises (excluding the Bookstore, Vending and Concession area).

SECTION TWO. Non-expendable Furniture and Equipment

HSSU shall provide all non-expendable furniture and equipment as presently installed in the cafeteria. Ownership of the furniture and equipment described in this section shall be vested in HSSU. HSSU-owned furniture and equipment shall not be removed from the premises for any purpose, other than for repair, except by HSSU or with the prior approval of HSSU. Repairs to all furniture and equipment owned by or furnished by HSSU shall be the responsibility of HSSU except in cases of damage caused by neglect by the Contractor and/or its employees. All other non-expendable equipment that the Contractor deems necessary shall be provided by the Contractor at his own expense. It is the Contractor's responsibility to inform HSSU of the malfunction of non-expendable equipment, and it shall be HSSU's decision as to how repairs will be made. HSSU may utilize preventive maintenance contractors for some equipment, specific company repairs for other equipment, or determine if repairs shall be made by HSSU personnel.

SECTION THREE. Utilities

HSSU shall furnish electricity, gas and water necessary for the food service area previously described, for the dining areas as provided, and for manual operating, catering and vending services. HSSU will provide local telephone services, however, the Contractor shall be responsible for paying for its own toll and long distance telephone expenses at HSSU.

PART FIVE

CONTROL AND RIGHTS OF PARTIES

SECTION ONE. Control of Work and Work People by Contractor

The Contractor shall have sole control of the manner and means of performing the contract, and he/she shall complete it according to his/her own means and methods of work subject to review and approval by HSSU. The Contractor shall direct the performance of all work people and subcontractors, including any work study students assigned.

SECTION TWO. Employment of Workers by Contractor

The Contractor shall furnish duly qualified and experienced food service management personnel to carry out the services to be provided under the contract; and shall, at all times, enforce strict discipline and maintain good order among the workers performing the work, and shall cause the workers to observe all reasonable fire prevention, safety and health regulations in force at HSSU. The Contractor agrees and understands that the HSSU agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's bid. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of HSSU. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that HSSU's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. HSSU agrees that an approval of a substitution will not be unreasonably withheld.

SECTION THREE. Independent Contractor Service

No agent or employee of the Contractor shall be deemed to be the agent or employee of HSSU. Therefore, the Contractor shall pay all his/her own employees and/or subcontractors and assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

SECTION FOUR. Supervision by Contractor or His Representative

The Contractor shall be responsible for, and will supervise the execution of all work covered by this Agreement, either personally or through a Representative. If the Contractor uses a Representative, the Contractor agrees that the Representative shall be competent and qualified and will have full power to act for the Contractor in all matters pertaining to the Contractor.

PART FIVE, CONTROL AND RIGHTS OF PARTIES (Continued)

SECTION FIVE. Work Study Students

Work Study Students can be requested through the Financial Aid office (Room 004) in the Dr. Henry Givens, Jr., Administration Building located on the main campus.

The Contractor shall offer employment to University students and observe the following guidelines:

- Student employees on the Contractor's payroll shall be compensated at least at applicable minimum hourly wage rate.
- Wage rate shall not be increased without the mutual consent of the University and Contractor, except as may be required to comply with any applicable law, regulation, ordinance, or court order.

PART SIX

GENERAL CONTRACTUAL REQUIREMENTS

SECTION ONE. Additional Terms and Conditions

The University reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations. or convey an interest, directly or indirectly, in the contract.

SECTION TWO. Contract Period

The contract is for a one (1) year period commencing on January 1, 2018. The contract is renewable up to an additional four (4) years, or a portion thereof.

SECTION THREE. Contractor Liability

The Contractor shall be responsible for any and all injury or damage as 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 to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save HSSU, including its agencies, employees and assigns, from every expense, liability or payment arising out of such negligent act. The Contractor also agrees to hold HSSU, including it's agencies, employees and assigns, harmless for any negligent act or omission committed by a subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

SECTION FOUR. Contractor Status/Relationship

The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employee to be an employee of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the University, it's 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.

PART SIX, GENERAL CONTRACTUAL REQUIREMENTS (Continued)

SECTION FIVE. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractors are subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SECTION SIX. Identification of Authorized Representative

The Contractor shall, within five (5) days after the award of the contract, submit a written identification and notification to the University of the name, title, address and telephone number of one (1) individual with its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described as deemed necessary provided that the University is notified immediately.

SECTION SEVEN. Insurance Requirements

The Contractor shall maintain adequate liability insurance to protect the University, its agencies, its clients, and the general public against any claims, liability, loss, damage, and/or expense(s) related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, errors and omissions, professional liability, etc. Written evidence of the insurance coverage shall be provided to the University within thirty (30) days of notification of award of the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurers' names, policy numbers, endorsement by representatives of the insurance company, etc. The University should be added as "Additional Insured." In the event the insurance coverage is cancelled, the University must be notified immediately. Failure of a Contractor to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract.

SECTION EIGHT. Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE)

In accordance with Executive Order 05-30 and 15-06, state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to 10% and 10%, respectively. (Also, see RSMo 37.020.

1. A MBE must be at least fifty-one percent (51%) owned and controlled by one or more persons who are United States citizens and members of one of the following racial minority groups: Black, American Indian, Hispanic, Asian Americans or other similar racial groups.

PART SIX, GENERAL CONTRACTUAL REQUIREMENTS (Continued)

SECTION EIGHT. Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) (Continued)

2. A WBE must be at least fifty-one percent (51%) owned and controlled by women who are United States citizens.
3. In order to assist HSSU in meeting MBE/WBE contracting goals, the bidder is encouraged to utilize MBEs/WBEs for any subcontracts awarded for services and/or equipment provided pursuant to the contract. The bidders should indicate if any subcontractors will be used to fulfill the requirements of the contract. The bidder should provide specific information regarding subcontracts such as: name of subcontractor, nature and value of subcontract work, etc. The bidder should indicate whether or not the subcontractor qualifies as a MBE/WBE. Subcontract work shall be defined as work that provides a commercially useful function directly related to the delivery of the service/product required.

SECTION NINE. Offeror's Certification

By signature on their proposal, offerors certify that they comply with:

- a. The Equal Employment Opportunity Act and the relations issued there under by the federal government.
- b. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- c. All terms and conditions set out in this RFP.

If any offeror fails to comply with (a) through (g) above of this paragraph, the University reserves the right to disregard the proposal, terminate the contract, or consider the Contractor in default.

SECTION TEN. Property of State

All reports, documentation and material developed or acquired by the Contractor as a direct requirement specified in the contract shall become the property of HSSU. 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 HSSU.

PART SIX, GENERAL CONTRACTUAL REQUIREMENTS (Continued)

SECTION ELEVEN. Rights

The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the University of all rights, title and interest in and to all causes of action that the contract may have under the antitrust laws of the United States or University for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the Contractor in the fulfillment of the contract with the University.

SECTION TWELVE. Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the University's rights under any contract resulting from the RFP will be considered null and void. The University is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. If a conflict arises after award of contract:

- a. If a conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. If the University's rights would be diminished as a result of application of a supplemental term or condition included in the proposal or any subsequent agreement, the supplemental term or condition included in that proposal or subsequent agreement, will be considered null and void.
- c. If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION THIRTEEN. Termination of Contract

a. **Termination for Convenience**

The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty of recourse, by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms and conditions of the contract shall, at the option of the University, become property of the University. The Contractor shall be entitled to receive just and equitable compensation for that work completed in accordance with the contract prior to the effective date of termination.

PART SIX, GENERAL CONTRACTUAL REQUIREMENTS (Continued)

SECTION THIRTEEN. Termination of Contract (Continued)

b. **Termination for Default**

The Contractor may terminate the contract by giving the University written notice of such termination at least ninety (90) days prior to termination. The University may terminate the contract by giving the Contractor written notice of such termination at least thirty (30) days prior to termination.

No provision in this document or in the Contractor's bid shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.

SECTION FOURTEEN. Vendor Tax Compliance

Pursuant to section 34.040.6, RSMo, and the vendor compliance guidelines for Section 34.040.6, RSMo, Vendor Compliance – Bids-Proposals/Contract Renewals/Single Feasible Source-Cooperative Purchase-Contract Assignment, the University shall not contract for goods and 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 Missouri** but fails to collect and properly pay the tax as provided in chapter 144, RSMo. An "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether stock ownership or otherwise.

Does your company make sales at retail of tangible personal property or for the purpose of storage, use or consumption in Missouri?

Yes _____ No _____

If so, does your company collect and properly pay the tax as provided in Chapter 144, RSMo?

Yes _____ No _____

SECTION FIFTEEN. Work Authorization

Business entities receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Business entities shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Effective September 1, 2009**, any entity contracting with the state or any political subdivision of the state shall only be required to provide the referenced affidavit on an annual basis.

PART SEVEN

PROPOSAL SUBMISSION INFORMATION

SECTION ONE. Clarification of Requirements

- a. Any and all questions regarding specifications, requirements, procurement process, etc., must be directed to Barbara Morrow, (314) 340-5763. Questions can be faxed to the Business Office at (314) 340-3322 or emailed to: morrowb@hssu.edu. Questions should be sent by **3:00 p.m. on Wednesday, August 23, 2017**.
- b. Offerors are cautioned not to contact other employees of the University concerning this procurement during the competitive procurement and evaluation processes.
- c. The offeror is advised that the only official position of the University is that position which is stated in writing and issued as an RFP and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The offeror shall understand and agree that all bids and associated documentation shall be made public pursuant to the "Open Records" law of the State of Missouri (RSMo 610.021). If proprietary data or information is submitted, Contractors are advised to notify the University in writing.
- e. Only Applicable to State Agencies and Political Subdivisions of the State of Missouri

In the event the offeror is a Missouri state agency or political subdivision in Missouri which is prohibited by law or court decision from complying with certain provisions of the document, then such an offeror (i.e., Missouri state agency or political subdivision in Missouri), may submit a bid containing a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the University and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order. However, such an offeror must include a complete list of statutory references and citations for each provision of this document which is affected by this paragraph and specified in the bid.

SECTION TWO. Mandatory Pre-proposal Conference:

A mandatory pre-proposal conference will be held on **Wednesday, August 16, 2017 at 10:00 a.m. in the AT&T Library, room 108 Telecommunity Room, located at 3011 Laclede Avenue, St. Louis, MO 63103**. The conference will consist of a tour of the existing dining services facilities and a question and answer session.

PART SEVEN, PROPOSAL SUBMISSION INFORMATION (Continued)

SECTION THREE. Submission of Proposals

- a. Proposals must be priced, signed, sealed and returned (with all necessary attachments) to the address listed below by the bid opening date and time specified in the RFP:

Harris-Stowe State University
Attention: B. A. Morrow
Business Office, Room 105
3026 Laclede
St. Louis, MO 63103

1. At a minimum, the offeror must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offer of all RFP terms and conditions. Failure to sign and return the cover page of the RFP, all RFP amendments thereto, and the pricing pages may result in rejection of the bid unless the offeror's full compliance with all provisions of the entire RFP, RFP amendments, and RFP pricing pages is indicated elsewhere within the offeror's response.
 2. In addition to the original bid, the offeror should include four (4) copies of his/her proposal.
 3. The offeror shall not submit a proposal by fax machine because only sealed bids are acceptable in response to this RFP.
- b. The Contractor must respond to this RFP by submitting all data required herein in order for his/her bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.
- c. To facilitate the evaluation process, the offeror is encouraged to organize his/her bid into distinctive sections that correspond with the individual evaluation categories described herein.

SECTION FOUR. Bid Bond

A bid bond must accompany the delivery of the proposal. The bond shall be in the form of a certified check, money order or bond by a qualified bonding company in an amount of \$1,000.00 and made payable to Harris-Stowe State University. All bid bonds will be returned to unsuccessful firm(s) upon the awarding of the contract.

PART EIGHT

EVALUATION OF PROPOSALS

The evaluation committee will evaluate the proposals based on the following factors (not listed in order of importance):

- a. Offeror's previous record of performance and service.
- b. Ability to render satisfactory service in this instance.
- c. Availability of Offeror's representatives.
- d. Quantity and conformance of specifications.
- e. Company size, credit rating, financial records and stability.
- f. Service aspect of bids.
- g. Prices.
- h. Customer relations.
- i. Presidential Catering Allowance.
- j. Financial Offer to the University which includes a guaranteed return to the University.
The University does not guarantee any income to the Contractor.

The scoring points will be allocated as follows:

- | | |
|-----------------------------|----|
| • Conceptual Proposal | 30 |
| • Experience and References | 20 |
| • Financial Proposal | 35 |
| • Operating System | 15 |

In addition, offerors may be requested to make a formal, oral presentation. Each offeror should be prepared to discuss and substantiate all areas of its proposal.

Offerors may also be required to serve a sample of food products to the Evaluation Committee which will consist of faculty, staff and students. If offerors are required to serve sample food products, the food will be rated on a scale of 1 to 10 and the rating used as one (1) of the evaluation factors.

ATTACHMENT 1
TERMS AND CONDITIONS

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)

****Please note substitutions in document wording in accordance with the University Procurement Authority Delegation and Procedures for Harris-Stowe State University Delegation.**

DPMM = Harris-Stowe State University Purchasing Department

State of Missouri = Harris-Stowe State University

TERMS AND CONDITIONS – REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** 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 **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to a RFP or to a contract.
- c. **Attachment** applies to all forms which are included with a RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals .
- e. **Offeror** means the person or organization that responds to a RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. 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 Offeror as a result of a RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with a RFP for the Offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential Offerors 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 proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the Offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the Offeror with the sealed proposal prior to the specified proposal 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 DPMM.
- 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 DPMM.
- 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 RFP 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/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from Offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the Offeror to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official Proposal Opening date.
- b. Every attempt shall be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable proposal process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.

- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP 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 DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Offerors, price-fixing by Offerors, or any other anticompetitive conduct by Offerors 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 RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Registered Offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a registered Offeror's e-mail address is incorrect, the Offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel a RFP after issuance. It shall be the sole responsibility of the Offeror 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 Offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered Offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Registered Offerors who received e-mail notification of the proposal opportunity when the RFP was established and registered Offerors who have responded to the proposal 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 RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at Offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, 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 Offeror 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 Offeror 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. proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to proposal 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 RFP.
- e. In the event that the Offeror 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 a RFP, such a Offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The Offeror should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitation and prohibitive clauses may (1) be requested to be clarified in writing by DPMM or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DPMM. If DPMM 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 RFP.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP 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 RFP.
- h. Bids, including all pricing therein, shall remain valid for 90 days from Proposal Opening unless otherwise indicated. If the proposal is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign Offeror 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office or by mail services. **** Note Send Bids to HSSU Business Office address.**
- b. If mailed, the sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. Faxed proposals shall not be accepted for this RFP. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be made available at the opening of proposals. The contents of the responses shall not be disclosed at this time.
- Proposals which are not received in the DPMM office prior to the official due date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, 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 Offeror 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 Offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The Offeror 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 RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the Offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the Offeror, and all other evaluation criteria specified in the RFP and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all Offerors fail to meet the same mandatory requirement in a RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all Offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a Offeror, from Offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those Offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful Offeror. The DPMM 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 DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and associated documentation shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for all vendors to view for a reasonable period after proposal award. The DPMM maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail. ****NOTE: HSSU does not post bid results online. Results are available upon request only.**
- l. The DPMM reserves the right to request clarification of any portion of the Offeror's response in order to verify the intent of the Offeror. The Offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any proposal 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 DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the Offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP and any amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's response (proposal) to the RFP including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP 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 state agency.
- 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 DPMM 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 DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- 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 DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (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 proposal 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 DPMM may cancel the contract. At its sole discretion, the DPMM 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 DPMM 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 DPMM will issue a thirty (30) notice of cancellation terminating the contract. If it is determined the DPMM improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DPMM cancels the contract for breach, the DPMM 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 DPMM 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 Offeror/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 Offeror/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 DPMM immediately.
- b. Upon learning of any such actions, the DPMM 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 DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM 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 Offeror's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal 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.

ATTACHMENT 2

BID PAGE

Offeror's proposal must include the following:

- An itemized list of all direct and indirect costs associated with the performance of this contract.
- Information about how annual renewal costs would be calculated and length of contract proposed.
- Information regarding the financial partnership with the University. The financial plan should, at a minimum, set forth details related to the following areas:
 - a. Financial return to the University and Contractor. Explain the proposed amount or percent of profit dollars the offeror is proposing.
 - b. Investment to the University as a result of the partnership.
 - c. Information about the amount proposed for the Presidential Catering Allowance to be used by the President or his/her designee for catering services.
- In consideration of facilities and equipment furnished and services rendered by HSSU, the Contractor shall return to HSSU a minimum of ten percent (10%) of annual net income or a lump sum dollar total (net of 10% provided) per contract year, whichever is larger. (See Part Two, Scope of Work, Section Three. General Requirements and Contractor Responsibilities, paragraph 3.1.g).

a. Percent of annual net income \$ _____
(Minimum of 10%)

- or -

b. Lump sum dollar total per contract \$ _____
year (net of 10%)

• Presidential Catering Allowance \$ _____

ATTACHMENT 3

OFFERER'S PRIOR EXPERIENCE

PRIOR SERVICES PERFORMED FOR:

Address _____ City _____ ST _____ ZIP _____

Name of person familiar with performance _____

Title _____ Telephone No. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

Contract Period: FROM _____ TO _____

Summary of services performed:

PRIOR SERVICES PERFORMED FOR:

Address _____ City _____ ST _____ ZIP _____

Name of person familiar with performance _____

Title _____ Telephone No. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

Contract Period: FROM _____ TO _____

Summary of services performed:

EXHIBIT A, Offeror's Prior Experience (Continued)

PRIOR SERVICES PERFORMED FOR:

Address _____ City _____ ST _____ ZIP _____

Name of person familiar with performance _____

Title _____ Telephone No. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

Contract Period: FROM _____ TO _____

Summary of services performed:

PRIOR SERVICES PERFORMED FOR:

Address _____ City _____ ST _____ ZIP _____

Name of person familiar with performance _____

Title _____ Telephone No. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

Contract Period: FROM _____ TO _____

Summary of services performed:

