

IFB18002163



STATE OF MISSOURI
MISSOURI DEPARTMENT OF NATURAL RESOURCES (DNR)
INVITATION FOR BID (IFB)

IFB NO.: IFB18002163

TITLE: Concession Operation-Elephant Rocks State Park, Belleview, MO

BUYER: Rachel Shelley

ISSUE DATE: April 13, 2018

PHONE NO.: (573) 522-3299

E-MAIL: rachel.shelley@dnr.mo.gov

RETURN BID NO LATER THAN: May 7, 2018 AT 1:00 PM Central Daylight Savings Time (End Date)

VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH
HTTPS://MISSOURIBUYS.MO.GOV BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type IFB Number and Return Bid No Later Than May 7, 2018 at 1:00 Central Daylight Savings Time on the lower left hand corner of the envelope or package. Delivered sealed bids must be in DNR office (Department of Natural Resources, Division of Administration Support, Attn: Rachel Shelley, PO Box 176, Jefferson City, Missouri 65102-0176) by the return date and time.

(U.S. Mail)

(Courier Service)

RETURN BID TO: Department of Natural Resources
Division of Administrative Support
Attn: Rachel Shelley
PO Box 176
Jefferson City, MO 65102-0176

Department of Natural Resources
Division of Administrative Support
Attn: Rachel Shelley
Lewis & Clark State Office Building
1101 Riverside Drive, Rm 1 West
Jefferson City, Missouri

CONTRACT PERIOD: Date of Award through March 31, 2019

DELIVER SERVICES TO THE FOLLOWING ADDRESS:

Elephant Rocks State Park
7406 Hwy. 21
Belleview, MO

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, and the firm fixed annual fee quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The vendor further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The vendor further agrees that when a Notice of Award is signed and issued by an authorized official of the Department of Natural Resources, a binding contract shall exist between the vendor and the State of Missouri, Department of Natural Resources.

SIGNATURE REQUIRED

Form with fields: DOING BUSINESS AS (DBA) NAME, MAILING ADDRESS, CITY, STATE, ZIP CODE

Form with fields: LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO., IRS FORM 1099 MAILING ADDRESS, CITY, STATE, ZIP CODE

Form with fields: CONTACT PERSON, PHONE NUMBER, TAXPAYER ID NUMBER (TIN), TAXPAYER ID (TIN) TYPE (CHECK ONE), VENDOR NUMBER (IF KNOWN), VENDOR TAX FILING TYPE WITH IRS (CHECK ONE), AUTHORIZED SIGNATURE, PRINTED NAME, EMAIL ADDRESS, FAX NUMBER, DATE, TITLE

Instructions for Submitting a Solicitation Response

The Department is now posting all of Invitation for Bid (IFB) documents on the new MissouriBUYS Bid Board (<https://www.missouribuys.mo.gov>). MissouriBUYS is the State of Missouri's web-based statewide eProcurement system which is powered by WebProcure, through our partner, Perfect Commerce.

For all IFB's/Solicitation/Opportunity (OPP), vendors now have the option of submitting their response either as an electronic response or as a hard copy response. As a means to save vendors the expense of submitting a hard copy response and to provide vendors both the ease and the timeliness of responding from a computer, vendors are encouraged to submit an electronic response. Both methods of submission are explained briefly below and in more detail in the step-by-step instructions provided at https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf. (This document is also on the Bid Board referenced above.).

Notice: The vendor is solely responsible for ensuring timely submission of their IFB/Solicitation/OPP response, whether submitting an online response or a hard copy response. Failure to allow adequate time prior to the official end date (or bid opening) date and time to complete and submit a response to an IFB/Solicitation/OPP, particularly in the event technical support assistance is required, places the vendor and their response at risk of not being accepted on time.

- **ELECTRONIC RESPONSES:** To respond electronically to an IFB/Solicitation/OPP, the vendor must first register with MissouriBUYS by going to the MissouriBUYS Home Page (<https://missouribuys.mo.gov>), clicking the "Register" button at the top of the page, and completing the [Vendor Registration](#). Once registered the vendor should log back into MissouriBUYS and edit their profile by selecting the organizational contact(s) that should receive an automated confirmation of the vendor's electronic bid responses successfully submitted to the state.

To respond electronically to an IFB/Solicitation/OPP, the vendor must login to MissouriBUYS, locate the desired IFB/Solicitation/OPP on the Bid Board, and, at a minimum, the vendor must read and accept the Original IFB/Solicitation/OPP Documents and complete pricing and any other identified requirements. In addition, the vendor should download and save all of the Original IFB/Solicitation/OPP Documents on their computer so that they can prepare their response to these documents. Vendors should upload their completed response to these downloaded documents (including exhibits, forms, and other information concerning the IFB/Solicitation/OPP) as an attachment to the electronic IFB/Solicitation/OPP response. Step-by-step instructions for how a registered vendor responds to an IFB/Solicitation/OPP electronically are available on the MissouriBUYS system at: https://missouribuys.mo.gov/pdfs/how_to_respond_to_a_solicitation.pdf.

- a. Vendors are encouraged to submit their entire bid electronically; however in lieu of attaching exhibits, forms, pricing, etc. to the electronic IFB/Solicitation/OPP response, a vendor may submit the exhibits, forms, pricing, etc. through mail or courier service. However, any such submission must be received prior to the official End Date and time. Be sure to include the IFB Solicitation/OPP number, company name, and a contact name on any hard copy IFB/Solicitation/OPP response documents submitted through mail or courier service.
- b. In the event a registered vendor electronically submits an IFB/Solicitation/Opportunity response and also mails hard copy documents that are not identical, the vendor should explain which response is valid for the state's consideration. In the absence of such explanation, the state reserves the right to evaluate and award the response which serves its best interest.

Addendum Document: If an addendum document is subsequently issued, please follow these steps to accept the addendum document(s).

1. If you have not accepted the original IFB/Solicitation/OPP document go to the **Overview** page, find the section titled, **Original IFB or Solicitation Documents**, review the IFB or solicitation document(s) then click on the box under **Select, and** then click on the **Accept** button.
2. To accept the addendum document, on the **Overview** page find the section titled **Addendum Document**, review the addendum document(s) then click on the box under **Select, and** then click on the **Accept** button.

Note: If you submitted an electronic response prior to the addendum date and time, you should review your IFB/Solicitation/OPP response to ensure that it is still valid by taking into consideration the revisions addressed in the addendum document. If a revision is needed to your IFB/Solicitation/OPP response and/or to indicate your acceptance of the addendum document, you will need to retract your response and re-submit your response by following these steps:

1. Log into **MissouriBUYS**.
 2. Select the **Solicitations** tab.
 3. Select **View Current Solicitations**.
 4. Select **My List**.
 5. Select the correct IFB or **Opportunity Number (Opportunity No)**; the **Overview** page will display.
 6. Click on **Review Response** from the navigation bar.
 7. Click on **Retract** if your response needs to be revised.
 8. A message will come up asking, "Are you sure you want to retract the Bid". Click on **Continue** to confirm.
 9. Click on **Respond** and revise as applicable.
 10. Click on **Review Response** from the navigation bar and then click on **Submit** to submit your response.
- **HARD COPY RESPONSES**: Be sure to include the IFB/Solicitation/Opportunity (OPP) number, company name, and a contact name on any hard copy solicitation response documents.

End of Instructions for Submitting IFB/Solicitation/OPP Response

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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bids for the nonexclusive privilege and obligation to operate a mobile food unit providing food and beverage concessions at Elephants Rock State Park, Belleview, Missouri, as set forth herein.
- 1.1.2 A mobile food unit is a self-contained mobile food vending establishment specifically used for preparing, keeping, storing or warming food or beverages for sale by a vendor which is designed for and capable of movement utilizing a motor or motorized vehicle for movement.

1.2 Questions Regarding the IFB:

- 1.2.1 IFB Questions - It is the vendor's responsibility to ask questions, request changes or clarifications, or otherwise advise the Department of Natural Resources (Department) if the vendor believes that any language, specifications, or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any state or federal law or regulation, (4) restrict or limit the requirements to a single source, or (5) restrict or limit the vendor's ability to submit a bid.
- a. Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this IFB. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer.
 - 1) The vendor may contact the Office of Equal Opportunity (OEO) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - b. Questions and issues relating to the IFB, including questions related to the competitive procurement process, must be directed to the Buyer. It is preferred that questions be e-mailed to the Buyer at Rachel.shelley@dnr.mo.gov.
 - c. The Department will attempt to ensure that a vendor receives an adequate and prompt response to questions, if applicable. Upon the Department's consideration of questions and issues, if the Department determines that changes are necessary, the resulting changes will be included in a subsequently issued IFB amendment(s); absence of such response indicates that the questions and issues were considered but deemed unnecessary for IFB amendment as the questions and issues did not provide further clarity to the IFB. All vendors will be advised of any change to the IFB's language, specifications, or requirements by a formal amendment to the IFB.

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

1.3 Background:

- 1.3.1 Elephant Rocks State Park is located at 7406 Hwy. 21, Belleview, Missouri 63623. The park is a Department owned facility managed by the Division of State Parks.

Daily park hours are:

April through October: 8:00 am to 8:00 pm

November through March: 8:00 am to 5:00 pm

The elephant-shaped boulders at Elephant Rocks State Park may not be the stars of a circus, but these giant granite boulders are the stars of this unusual park in southeast Missouri. The elephant rocks, which were formed from 1.5 billion year old granite, are giant boulders that stand end-to-end like a train of circus elephants. The rocks have created formations that intrigue geologists, are popular with history buffs interested in the past quarrying, and fascinate children who love to climb on and between the boulders.

An easy way to see the rocks is from the Braille Trail, which was especially designed for people with visual and physical disabilities. The trail winds through the main area of rocks. An extension off the trail leads back to the ruins of an old railroad engine house, a remnant of the area's quarrying and railroad history.

Picnic tables are scattered among the trees and provide inviting spots to have a picnic lunch or rest and enjoy the interesting geologic formations found throughout the park.

- 1.3.2 The preferred area assigned for the mobile food unit at Elephant Rocks State Park is indicated on **Attachment 3**. Changes to this location must be approved by the Department's designee herein referred to as Department's Representative.

END OF PART ONE: INTRODUCTION AND GENERAL INFORMATION

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall have the nonexclusive privilege and obligation to provide a food and beverage concession from a mobile food unit at Elephant Rocks State Park, Belleview, Missouri (hereinafter referred to as the concession facility) for the Department of Natural Resources (hereinafter referred to as the Department), in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall recycle as much as possible.
- 2.1.3 Within five (5) calendar days following the issuance of the Notice of Award, the contractor shall provide the Department with the name, address, telephone number, and email address of the contractor's representative who shall service the contract. The Contractor must maintain a current, active email address that is reviewed daily for the purpose of timely communication between the Department and the contractor.
- 2.1.3 The Department's Representative shall serve as the primary representative of the Department for purposes of this contract and shall be the contractor's initial contact with the Department for information, contract performance or as otherwise provided herein.
- 2.1.4 At least once each month when the concession facility is operational, the contractor, or contractor's representative shall attend a meeting with the Department's Representative, at a time and place agreed to by both, to discuss the operation of the concession and park operations relating to the concession.
- 2.1.5 The Department's Representative will provide comment cards at the concession operation for patron's remarks. Completed comment cards should be collected and returned to the Department's Representative on a monthly basis.

2.2 Performance Requirements:

- 2.2.1 The contractor shall work with the Department's Representative or their designated agent at the state park on the exact location for the mobile food unit to park.
 - a. The location of the mobile food unit will not block ingress or egress to the parking lot at Elephant Rocks State Park and will not hinder sight of vehicles entering or exiting the parking lot;
 - b. Tables and chairs shall not be placed on the parking lot for customers of mobile food unit.
- 2.2.2 The contractor must comply with all health and safety regulations and inspections by the state of Missouri, the City of Pilot Knob and Iron County Health Department.
- 2.2.3 The contractor shall not utilize Elephant Rocks State Park for any reason other than providing the services specified herein, unless otherwise approved by the Department.
- 2.2.4 The mobile food unit must have potable water, empty gray water, and wash, rinse and sanitize utensils and equipment utilized by the unit. The mobile food unit's water supply and waste units must be self-contained. There is no permanent water supply or sewage waste discharge at Elephant Rocks State Park. Mobile food units cannot be serviced on site. The mobile food unit must be self-contained with its own power (generator).
- 2.2.5 The contractor must have trash cans with liners for customer use. At the end of the service day, trash bags must be secured and placed in the park dumpster. If available dumpster offers inadequate space for Contractor's disposal materials, Contractor will be responsible for renting another dumpster at their cost.

Contractor must ensure area around the mobile food unit within 100 feet, is clean and free of any trash, wrappings, or small branches or twigs in order to present a clean, well-kept operation.

- 2.2.6 The contractor must provide a potable water hose and it must meet the National Sanitation food-grade specifications, be stored in a sanitary manner, and not used for any other purpose. Wastewater must be emptied into approved wastewater facilities. Documentation stating where the contractor will utilize restroom facilities will also be required.
- 2.2.7 The contractor must comply with all sanitation requirements in **Attachment 2**.
- 2.2.8 The contractor must obtain approval from the Department's Representative of all signs or advertising matter. Contractor shall provide signage, banners, and flyers in support of the concession facility as approved by the Department's Representative. Contractor shall obtain approval from the Department's Representative prior to changing the name of the concession facility, attaching signs, pictures and advertisements, making electrical improvements, repairs or providing music within the concession facility.
- a. The contractor must remove signs, pictures, and advertisements at the end of the contract and restore the Department's property to its original condition to maintain the visual integrity.
- 2.2.9 The contractor must maintain adequate noise control from personnel and music.
- 2.2.10 The contractor shall follow all laws (including 191.765 to 191.777, RSMo), regulations, ordinances, and Department policies regarding smoking restrictions.
- 2.2.11 Contractor shall not permit any gambling within the concession facility, including lottery tickets.
- 2.2.12 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. The Department's Representative shall approve the adequacy and fitness of all property including equipment and furnishings.
- 2.2.13 Contractor shall perform all services to the sole satisfaction of the Department.

2.3 Mobile Food Unit Operation Requirements:

- 2.3.1 Minimum Dates and Hours: In 2018, concessionaire shall provide food and beverage services according to the following minimum dates and hours:

May 25, 2018 – October 28, 2018

Friday, Saturday and Sunday

10 a.m. until 4 p.m.

- 2.3.2 Contractor may elect to open prior to Memorial Day weekend with the approval of the Department's Representative.
- 2.3.3 During holiday weekends, minimum hours shall be from 10 a.m. until 4 p.m. or as approved by Department's Representative. Contractor may elect to operate on a daily basis, but any operating schedule must be posted at the concession facility and on the state park web site for Elephant Rocks State Park and approved by the Department's Representative. Occasional variance of minimum dates and hours may be set by mutual, written agreement between the Department's Representative and the contractor.
- 2.3.4 During any renewal period, minimum dates and hours shall be adjusted based on calendar year variation, to dates equivalent to those set forth in this section, and shall be defined in a mutual written agreement between the Department's Representative and the contractor.

2.4 Food and Beverage Requirements:

- 2.4.1 The contractor must prepare all foods on site or at the servicing area. Food cannot be prepared at home or off-site. Leftovers at the end of the service day must be discarded.
- 2.4.2 Menu Requirements: Contractor shall offer a menu containing, at minimum, drinks that include bottled water, juices and soft drinks. Contractor shall provide an assortment of snacks that include, at minimum, chips and healthy choice options. Contractor shall also provide food to include, at minimum, two meat selections and condiments as appropriate.
- 2.4.3 Condiments should be located appropriately for customer access and so located as not to impede the speed of service. The condiment area should be kept clean and replenished as necessary.
- 2.4.4 Hours, Menu, and Prices: The contractor will clearly post operating hours, menu, and menu prices. Menu boards should be clean, attractive, and appropriate for the facility and services provided.
- 2.4.5 The item listed on the menu board should be available during the entire serving period. "Running Out" of certain food items may occur occasionally, but should be kept at a minimum. Substitutions are to be comparable to the original item.
- 2.4.6 Sales Verification: Sales must be accurately and legibly recorded. Receipts shall be made available for all purchases.
- 2.4.7 Food Quality: The contractor shall purchase and utilize food products that are fresh, wholesome, and processed under sanitary conditions.
- a. All raw food products must have undergone inspection (Federal, State, or Local) for wholesomeness.
 - b. All food products must be federally graded where Federal grades are applicable.
- 2.4.8 Food Preparation: The contractor must prepare and handle food in accordance with all pure food and drug federal, state, and local laws, ordinances, statutes, rules, and regulations, and in a sanitary manner to prevent attracting insects, vermin, rodents, food spoilage, bacteria and illness. Food should be served at appropriate temperatures as required by applicable state, county, and local laws and regulations.
- 2.4.9 Food Storage and Disposal: The contractor shall store all food neatly within the food service area at safe temperatures, in appropriate airtight, leak proof sealed containers.
- a. The contractor shall remove and dispose of used oil and grease in a safe and acceptable manner. The contractor must not pour material down drains as a method of disposal. The contractor shall be responsible for all costs related to the disposal of used oil and grease.
- 2.4.10 Food Service Supplies and Equipment Requirements: Unless otherwise specified herein, the contractor shall furnish all material, labor, equipment, appliances, cleaning supplies, and solutions necessary to provide the services required herein including, but not limited to the following:
- a. All food, condiments, seasoning, beverages, beverage machines, small appliances, utensils, disposable paper or plastic items.
 - b. The contractor shall maintain all of the food service equipment and appliances in safe, functional, and clean condition.

- c. The contractor shall not use any products, supplies, or equipment that may cause injury or damage to any surface.

2.4.11 The sale of alcoholic beverages is prohibited in Elephant Rocks State Park.

2.4.12 Branding/Advertising: Contractor may elect to use the term Elephant Rocks State Park in any branding or advertising with approval from the Department's Representative.

2.5 Food Service Regulations and Inspection Requirements:

2.5.1 The contractor shall adhere to a high standard of service and compliance with all federal, state, and local laws, regulations and ordinances regarding food service.

- a. The contractor shall adhere to all applicable safety, fire, and health regulations in the operation and maintenance of the food storage, food preparation, and food serving areas.
- b. Hazardous materials, and/or firearms shall not be brought to, allowed in, or used in the food service area and/or the facility by the contractor or the contractor's personnel. The contractor shall acquire and maintain all licenses and permits to satisfy all legal requirements imposed by local, county, state, and/or other governmental entities for providing food and retail services. The contractor shall post all required licenses and permits in the food service area of the facility.
- c. The contractor shall comply with the Rules of the Department of Health and Senior Services, Division of Health and Communicable Disease Prevention (19 CSR 20-1-1.010) which can be found on the internet at the following address:
<http://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-1.pdf>. The contractor shall comply with 19 CSR 20-1.025, Rules of the Department of Health and Senior Services – Sanitation of Food Establishments, which can be found on the internet at the following address:
<http://www.sos.mo.gov/cmsimages/adrules/csr/current/19csr/19c20-1.pdf>.
- d. The contractor shall comply with The Federal Drug Administration's 1999 Food Code which can be found on the internet at the following address:
<https://www.fda.gov/food/guidanceregulation/retailfoodprotection/foodcode/ucm2018345.htm>. Upon contract award, the contractor shall contact the Iron County Health Department at (573) 546-7121 to arrange the initial health regulation inspections in accordance with the Missouri Department of Health and Senior Services regulations.
- e. The contractor shall provide the Iron County Health Department with information that will determine the frequency of inspections.
- f. The contractor must provide the Department's Representative with a copy of all inspection reports no later than five (5) calendar days following the receipt of an inspection report by the contractor.
- g. The contractor must comply with the results of any inspection where corrective action(s) are necessary, as determined by the Iron County Health Department. The contractor shall provide documentation of compliance to the Department's Representative as soon as corrective action(s) are completed.

2.6 Contractor Personnel Requirements:

2.6.1 The contractor shall maintain adequate personnel on duty at all times for efficient operation of services and to prevent undue delays in service. The contractor is responsible for complying with all county, state, and federal wage laws.

- 2.6.2 The contractor's personnel shall project a hospitable, friendly, helpful, positive attitude, perform duties in a professional manner, and be capable and willing to answer visitors' questions on general park information.
- 2.6.3 The contractor will require its employees to wear a uniform by which they may be known and distinguished as employees of the contractor. The contractor's personnel will present a neat and clean personal appearance.
- 2.6.4 An employee who has a communicable or infectious disease that can be transmitted by foods or who is a carrier of organisms that cause such disease, or who has a boil, infected wound, or an acute respiratory infection with cough and nasal discharge, shall not work with a mobile unit in any capacity in which there is a likelihood of contaminating food or food contact surfaces, with disease causing organisms or transmitting the illness to other persons.

2.7 Additional Requirements:

- 2.7.1 Within five (5) business days following notification from the Department of a receipt of a customer complaint regarding the contractor's services, the contractor shall provide the Department with a written response and resolution.
- 2.7.2 The contractor shall assume all cost of loss due to temporary suspension of operation regardless of cause. A suspension may be due to, weather conditions, or operations that may be temporarily suspended by the Department when deemed in the best interest of the Department to do so.
- 2.7.3 **Emergency Closure and Safety:** Contractor understands and agrees to operate the concession in a safe manner. Contractor shall immediately notify the Department's Representative upon discovery of any unsafe condition. Contractor shall be responsible for the safety of employees and visitors to the concession and shall make all persons aware of any conditions which may adversely affect their personal safety. Contractor also agrees to provide appropriate safety training, including first aid, for contractor's employees. Upon discovery of any condition that the Department determines to present an imminent and dangerous threat to the health and safety of the public, the Department may close any part or all of the concession or non-concession premises to the public until the Department determines the condition is corrected and the danger to the public is eliminated. Contractor also agrees to comply with periodic inspections by authorized State and County public health or safety inspectors. The Contractor shall have no claim for damages against the Department or its representatives due to actions taken pursuant to this section.
- 2.7.4 **Contract Monitoring -** The Department reserves the right to monitor the contract and inspect contract operations throughout the effective period of the contract to ensure compliance and to assure goods and services are being offered in accordance with the IFB. Additionally, the Department reserves the right to inspect the concession facility and any other areas utilized by the contractor at a reasonable time during operating hours without prior notification to the contractor in order to monitor quality and quantity of food services, method of services, and the use, safety, sanitation, and maintenance of the premises that are used to provide services under the contract. All areas must be maintained satisfactorily. Monitoring and/or inspections may be scheduled or unscheduled. Inspections shall be performed so as to cause the least amount of disturbance to concession operations possible.
- a. If requested by the Department, the contractor shall remedy any portion of the contract not being adhered to within twenty-four (24) hours or as otherwise agreed to by the Department.
 - b. If issues of non-compliance or contractual violations are identified by monitoring and/or an inspection performed by the Department, the contractor shall submit a written corrective action plan to the Department by no later than ten (10) days after receipt of the monitoring and/or inspection report from the Department detailing issues of non-compliance or contractual violations.

- c. If deemed necessary by the Department, a follow-up monitoring and/or inspection visit may be scheduled within thirty (30) days after the original monitoring and/or inspection, at which time the contractor must be in full compliance.
- d. Failure to correct areas of non-compliance or contractual violations as outlines in the contractor's corrective action plan shall be considered a breach of contract and shall be subject to available remedies including the cancellation of the contract.

2.8 Reporting Requirements:

- 2.8.1 By the 15th day of each month, the contractor shall submit a copy of the contractor's cash register detail tape or system report, and a copy of the contractor's monthly bank statement and monthly revenue report, in the format provided in **Attachment # 1, Monthly Report of Revenue**, to the Department by mail to: Revenue and Attendance Section, Division of State Parks, P.O. Box 176, Jefferson City, MO 65102. Contractor shall also submit to the Department a copy of the contractor's opening and closing bank statements.
- 2.8.2 As required by Section 253.080, RSMo, contractor shall keep true and accurate records of its receipts and disbursements arising out of the performance of the contract and shall permit the Department and the state director of revenue to audit the receipts and disbursements of this contract at least once every two years and upon the expiration of the contract.

2.9 Payment Requirements:

- 2.9.1 Internet is not available at this site, therefore, cash or check are the only forms of payment for services rendered.
- 2.9.2 Contractor shall provide a cash register or revenue receipting system for the concession facility that has a battery back-up and includes a customer receipt tape and detail tape and report of daily, weekly, and monthly transactions.
- 2.9.3 Contractor shall establish a separate checking account to be used exclusively for deposits of cash and checks (receipts) and disbursements associated with the concession facility.
- 2.9.4 The Contractor shall submit the firm fixed annual fee stated on **Exhibit A, the Pricing Page** to the Department at the address shown below:

Department of Natural Resources
Division of State Parks
Office of Revenue and Attendance Section
PO Box 176 or 1659 East Elm St.
Jefferson City, MO 65102

- 2.9.5 Payment of the firm fixed annual fee shall be made in three equal installments due no later than June 15, 2018, August 15, 2018 and September 15, 2018. The payment schedule will remain the same for any renewal periods.
- 2.9.6 Contractor shall be charged a late fee of five percent (5%) on the scheduled amount due if received or postmarked after the scheduled due date.

END OF PART TWO: SCOPE OF WORK

3. GENERAL CONTRACTUAL REQUIREMENTS:

3.1 Contractual Requirements

- 3.1.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. A notice of award issued by the Department constitutes a directive to proceed with services. The contractor must provide all documentation required in paragraphs 3.1.7 and 3.1.8, any documentation requested by the Department pursuant to paragraph 4.6.2, within 30 days of the notice of award. If not received within 30 days, the contract may be suspended until all documentation is received. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - b. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Department prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.1.2 Contract Period - The original contract period shall be as stated on page 1 of the IFB. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period.
- a. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof.
 - 1) In the event the contractor desires to reject an optional contract renewal, the contractor shall provide written notification to the Department ninety (90) days prior to the start of the optional renewal period explaining the reason(s) for the rejection.
 - a. In the event the Department exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 3.1.3 Return to the Department – The return to the Department shall be as indicated on **Exhibit A - Pricing Page**.
- 3.1.4 Upon assignment, expiration, termination, or cancellation of the contract, the contractor shall remove the mobile food unit and trash cans provided for customer use. Failure by the Contractor to remove and dispose of any contractor owned equipment or property within 30 days after the expiration, termination, or cancellation of the contract will be deemed permission for the Department to remove and dispose of the Contractor's property, as appropriate, or take any other reasonable action needed to remedy the situation. The contractor shall be responsible for all related costs, including labor. The Department will distribute the proceeds on any sale to the Contractor after offsetting any and all expenses, including, but not limited to, labor, dumpster, or hauling expenses, or rental or travel expenses.
- 3.1.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Department and the State of Missouri, including its

agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the Department and the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department or the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the Department for losses or damages (other than those listed above); (2) loss of, or damage to, the Department's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

3.1.6 Insurance - The contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain, during the term of this contract, general liability insurance in coverage in the amount of at least \$300,000 for any one person and \$2,000,000 per occurrence, in order to protect the Department, the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The general liability insurance policy shall include an endorsement that adds the Department as an additional insured.

- a. Written evidence of the insurance shall be provided by the contractor to the Department no later than thirty (30) calendar days after the date of the receipt of the award of the contract. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement for the non-professional liability insurance naming the Missouri Department of Natural Resources as an additional insured, endorsement by representatives of the insurance company, etc. The contract number must be identified on the evidence of insurance coverage. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the Department is protected as an additional insured.
- b. In the event the insurance coverage is canceled, the Department must be notified within thirty (30) calendar days.

3.1.7 As required by Section 253.080, RSMo, within thirty (30) days of receipt of the Notice of Award, to furnish a good and sufficient bond in an amount equal to twice the firm fixed annual fee proposed by contractor in **Exhibit A, Pricing Page**, conditioned upon the faithful performance of the contract, except that if the contractor is unable to provide a bond, the contractor shall place a cash reserve in an escrow account in an amount equal to twice the firm fixed annual fee proposed by contractor in **Exhibit A, Pricing Page**.

- a. The condition of said bond or escrow account shall be that the contractor will faithfully keep and perform all the covenants and agreements on the part of himself as set forth in this contract. The Department shall have the right to deduct any unpaid amount of money due and owing by Contractor to the Department under the terms of this contract at any time. Contractor shall at times when the concession is in operation maintain a bond or escrow account in the full amount above specified for the duration of the contract term and for a period of sixty (60) days beyond the expiration or termination of this contract.

- 3.1.8 Contractor Status - The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the Department, the State of Missouri or a Department of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, the Department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 3.1.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the Department. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Department's Representative throughout the effective period of the contract.
- 3.1.10 Contractor Equipment Use - Title to any equipment provided by the contractor shall be held by and vested in the contractor. The Department shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the equipment. It shall be the contractor's sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.
- 3.1.11 Contractor shall not perform any work under the contract that by Missouri law (section 290.250, RSMo) requires prevailing wage. The contractor must notify the Department if any requested work would involve prevailing wage; the Department shall then arrange for said work outside the subject contract in accordance with Missouri law.
- 3.1.12 The contractor understands and agrees that any privileges or obligations of the Contractor created by this contract are non-exclusive, and that the Department reserves the right to authorize additional food and beverage sales within Elephant Rocks State Park, without seeking written waiver from the contractor.

END OF PART THREE: GENERAL CONTRACTUAL REQUIREMENTS

4. BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

4.1 Submission of Bids:

- 4.1.1 On-line Bid - If a registered vendor is responding electronically through the MissouriBUYS System website, in addition to completing the on-line pricing, the registered vendor should submit completed exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. The registered vendor is instructed to review the submission provisions carefully to ensure they are providing all required pricing. Instructions on how a registered vendor responds to a bid on-line are available on the MissouriBUYS System website at: <https://missouribuys.mo.gov/bidboard.html>.
- a. The exhibits, forms, and Pricing Page(s) provided herein can be saved into a word processing document, completed by a registered vendor, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the MissouriBUYS System website. Be sure to include the IFB number, company name, and a contact name on any electronic attachments.
 - b. In addition, a registered vendor may submit the exhibits, forms, Pricing Page(s), etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.
 - c. If a registered vendor submits an electronic and hard copy bid response and if such responses are not identical, the vendor should explain which response is valid. In the absence of an explanation, the Department shall consider the response which serves its best interest.
- 4.1.2 Hard Copy Bid - If the vendor is submitting a bid via the mail or a courier service or is hand delivering the bid, the vendor should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Page(s) with the bid. The vendor is instructed to review the IFB submission provisions carefully to ensure they are providing all required pricing.
- a. The bid should be page numbered.
 - b. Recycled Products - The Department recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the vendor is requested to print the bid double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy bids may be submitted in a notebook or binder.
 - c. The vendor should include one (1) additional copy along with the original bid. The front cover of the original bid should be labeled "original" and the front cover of all copies should be labeled "copy". The vendor should include completed exhibits, forms, and other information concerning the bid, including completed Pricing Page(s), with the bid.
- 4.1.3 Open Records – Pursuant to section 610.021, RSMo, the bid shall be considered an open record after the bids are opened. Therefore, the vendor is advised not to include any information that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. The Department shall ensure any personal identifying information provided by contractor will remain confidential and such personal identifying information will be considered a closed record under Section 610.021, RSMo.
- 4.1.4 Submission of Information – To facilitate the evaluation process, the vendor is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The vendor is cautioned that it is the vendor's sole responsibility to submit necessary information. The State of Missouri is under no obligation to solicit any information if it is not included with the bid. The

vendor’s failure to submit information with the bid, including pricing information, may cause an adverse impact on the evaluation of the bid.

Contact – Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer identified on the first page of this document.

4.1.5 Compliance with Terms and Conditions – The vendor is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in the IFB, the IFB shall govern. Taking exception to the Department’s terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

4.2 Evaluation and Award Process:

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

Evaluation Criteria Scoring Category	Maximum Points
Financial Return to the Department	100
Method of Performance/Financial Plan	50
Experience, Expertise, and Reliability	50
TOTAL	200

4.3 Evaluation of Financial Return to the Department:

4.3.1 The evaluation of financial return to the Department shall cover the original contract period including any renewal periods.

- a. The vendor must provide firm, fixed annual fee, at or above the minimum bid described on **Exhibit A, Pricing Page**, for all contract periods.
- b. The financial return evaluation shall be based on the firm fixed annual fee stated on the **Exhibit A, Pricing Page**.
- c. Financial return evaluation points shall be determined from the result of the calculation stated above using the following formula:

$$\frac{\text{Compared Vendor's Annual Fee}}{\text{Highest Vendor's Annual Fee}} \times \text{Maximum Financial Return Evaluation points (100)} = \text{Awarded Financial Return Points}$$

4.4 Evaluation of Vendor’s Experience, Reliability, and Expertise of Personnel:

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

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

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

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

4.5 Evaluation of Method of Performance:

- 4.5.1 Bids will be subjectively evaluated based on the vendor's plan for performing the requirements of the IFB. Therefore, the vendor should present information which demonstrates the method or manner in which the vendor proposes to satisfy these requirements and which confirms the vendor's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 4.5.2 Method of Performance - **Exhibit G** is provided for the vendor's use in providing information about the proposed method of performance. The vendor should present a detailed description of all products and services proposed in the response to this IFB.
- 4.5.3 Preprinted Marketing Materials – The vendor may submit preprinted marketing materials with the bid.
- 4.5.4 Bid Detail Requirements and Deviations – It is the vendor's responsibility to submit a bid that meets all mandatory specifications stated herein. The vendor should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the IFB. Any deviation from a mandatory

requirement may render the bid non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

4.6 Other Bid Submission Requirements:

4.6.1 Miscellaneous Information – The vendor should complete and submit **Exhibit H**, Miscellaneous Information.

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

- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Sales and use taxes (e.g., city/county/state/federal)
 - i. Contractors should obtain a vendor no tax due certificate from the Department of Revenue to document compliance with Missouri sales and use tax laws.
 - ii. A Vendor No Tax Due certificate can be obtained by contacting the Missouri Department of Revenue, Taxation Division, P.O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email taxclearance@dor.mo.gov.
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

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

END OF PART FOUR: BID SUBMISSION, EVALUATION, AND AWARD INFORMATION

EXHIBIT A

PRICING PAGE

Return to the Department

Please indicate the fixed dollar amount that you agree to pay the Department should your concession bid be selected.

The minimum annual return to the Department for this IFB and any renewals is \$1,000.00. Bids must meet or exceed the minimum specified.

Firm, fixed, annual return to the Department \$_____

EXHIBIT C

CURRENT/PRIOR EXPERIENCE

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

Vendor Name or Subcontractor Name: _____	
Reference Information (Current/Prior Services Performed For: _____)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Services:	
<input checked="" type="checkbox"/> If service/contract has terminated, specify reasons	
Dollar Value of Services	
Description of Services Performed:	

EXHIBIT D

EXPERTISE OF KEY PERSONNEL

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

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

EXPERTISE OF PERSONNEL

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
4. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
5. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
6. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

SCHEDULE A - U.S. GOVERNMENT & MARKETABLE SECURITIES

Number of Shares or Face Value of Bonds	Description	In Name of	Are These Registered Pledged or Held by others?	Market Value

SCHEDULE B - NON-MARKETABLE SECURITIES

Number Of Shares	Description	In Name of	Are These Registered Pledged or Held by Others?	Value	Source Of Value

SCHEDULE C - RESIDENCES AND OTHER REAL ESTATE EQUITIES (PARTIALLY OR WHOLLY OWNED)

Address and Type of Property	Title in Name of	% of Ownership	Date Acquired	Cost	Market Value	Monthly Payment	Mortgage Amount	Mortgage Maturity

SCHEDULE D - LIFE INSURANCE CARRIED, INCLUDING GROUP INSURANCE

Name of Insurance Company	Owner of Policy	Beneficiary and Relationship	Face Amount	Policy Loans	Cash Surrender Value

SCHEDULE E - BANK AND OTHER INSTITUTIONAL RELATIONSHIPS

Name and Address of Creditor	Original Loan/ Line Amount	Date of Loan	Maturity Date	Unsecured or Secured (List Collateral)	Amount Owed

SCHEDULE F - BUSINESS VENTURES

List Name and Address of Any Business Venture in Which You Are a Principal or Partner	Total Assets Listed In Section 3	Your % of Ownership	Your Position/Title In the Business	Total Assets Of Business	Line of Business	Years in Business

Each of the undersigned represents, warrants, and certifies that the information provided herein is true, correct and complete. Each of the undersigned agrees to notify you immediately and in writing of any change in name, address, or employment and of any material adverse change (1) in any of the information contained in this statement or (2) in the financial condition of any of the undersigned or (3) in the ability of any of the undersigned to perform its (or their) obligations to you. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, and to determine the credit-worthiness of the undersigned. Each of the undersigned authorizes you to answer questions about your credit experience with the undersigned.

Signature (individual) _____ Social Security Number _____
 Date Signed _____ Date of Birth _____

Signature (other party) _____ Social Security Number _____
 Date Signed _____ Date of Birth _____

EXHIBIT F
FINANCIAL STATEMENT AND SUPPORTING INFORMATION

NAME		ADDRESS	
BUSINESS			
<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The undersigned submits the following as being a true and accurate statement of its financial condition of the following date and agree that if any change occurs that materially reduces the means or ability of the undersigned to pay all claims or demands against it, the undersigned will immediately and without delay notify the Director, and unless the Director is so notified it may continue to rely upon the statement herein given as a true and accurate statement of the financial condition of the undersigned as of the close of			
BALANCE SHEET		PROFIT AND LOSS STATEMENT	
DATED		FROM	TO
ASSETS		NET SALES	\$
Cash	\$	Less—Cost of Goods Sold:	
Marketable Securities (C)		Beginning Inventory	
Receivables (Net)—Customers (A)		Add—Purchases	
Merchandise (Net) — (B)		If Manufacturer Add	
		Labor	
		Manufacturing Expense	
		Total	
TOTAL CURRENT ASSETS	\$	Less—Closing Inventory	
		Total Cost of Goods Sold	\$
Deferred Receivables		GROSS PROFIT \$	
Due from Officers and Employees		Less—Selling Expense	
Investment in Affiliations—Subsidiaries (D)		General and Administrative	
Due from Affiliations—Subsidiaries (D)		Provision for Bad Debts	
Investments—Other (C)		Reserve for Taxes (Excl. Fed. Taxes)	
Deferred Charges and Prepaid Expenses			
Fixed Assets (Net)—(E&F)			
		Total Operating Expenses	\$
TOTAL	\$	NET OPERATING PROFIT	
LIABILITIES		Add—Other Income	
Notes Payable—Banks			
Notes Payable—Trade			
Accounts Payable—Trade		Total Other Income	\$
Due to Officers and Employees			
Due to Affiliations—Subsidiaries (D)		Less—Other Expenses	
Taxes			
		Total Other Expenses	\$
TOTAL CURRENT LIABILITIES	\$	Less—Provision for Federal Taxes	
		NET PROFIT	\$
		Included Above—Depreciation Charges	
TOTAL LIABILITIES	\$	Executive Remuneration	
		Is above profit and loss statement on cash <input type="checkbox"/> or accrual basis <input type="checkbox"/>	
Capital Stock—Preferred*		Are federal taxes paid on cash <input type="checkbox"/> or accrual basis <input type="checkbox"/>	
Capital Stock—Common*		SURPLUS RECONCILIATION	
Earned Surplus*		Beginning Surplus	\$
Capital Surplus*		Add—Profit	
NET WORTH	\$		
TOTAL	\$	Less—Dividends or Withdrawals	
AMT. OF CONTINGENT LIABILITIES			
AMOUNT OF ASSETS PLEDGED		Adjustments	
AMOUNT OF LIABILITIES SECURED		Closing Surplus	\$

(A) TRADE RECEIVABLE—Selling Terms _____ days				(B) INVENTORY—Purchase terms _____ days					
Accounts—Not Due				Finished Goods					
Past due to days				Work in Progress					
Past due to days				Raw Materials					
Past due to days				Supplies					
Past due to days				Out on Consignment					
Unclassified				Miscellaneous					
Total Trade Accounts				GROSS INVENTORY					
Notes—Current				Less—Reserve					
Deferred				NET INVENTORY					
GROSS TRADE RECEIVABLES				Purchase Commitments					
Less—Reserve for Bad Debts				% of Discounts Earned on Purchases					
NET TRADE RECEIVABLES				% of Returns & Allow. on Gross Sales					
Charge-offs in Period				Basis of inventory pricing?					
Recoveries in Period				Was physical count taken?					
(C) INVESTMENTS		Units	Mkt. Val.	Total	(D) AFFL.—SUBSID.	% Owned	Invest.	Due From	Due To
Total				Totals					
(E) FIXED ASSETS		Title in Whose Name		Appraisal Val.	Res. for Dep.	Net Value	Mortgage	Yr. Due	
Totals									
(F) FIXED ASSET CHANGES IN PERIOD:									
DESCRIPTION		PURCHASES		SOLD OR TRADED		RETIREMENTS		DEP'R'N THEREON	
Totals									
(G) LIFE INSURANCE PLAN (M indicates thousands of dollars):							TYPE	MDSE.	PLANT
INSURED	COMPANY	FACE VALUE	CASH VALUE	LOAN	BENEFICIARY	Fire	M	M	
		M	M	M		Wind	M	M	
		M	M	M		Burglary	M	M	
		M	M	M		War Risk	M	M	
		M	M	M			M	M	
		M	M	M			M	M	
(H) MONTH END BALANCES (12 Mos. to Date)							(I) OWNERSHIP OF BUSINESS:		
SALES	MDSE. PAY.	BANK LOANS		NAME		Title	Per Cent	Remuneration	
1									
2									
3									
4									
5									
6						*Incorporated in _____ Date _____			
7						*Shares Authorized _____ Outstanding _____ Par Value _____			
8						Last independent audit by _____ as of _____			
9						Income Tax Payments approved thru _____ 20____			
10						Outstanding Sales Commitments \$ _____			
11						Unsatisfied Judgements \$ _____ Any suits pending? _____			
12						*Not to be answered by proprietorship or partnership.			
The undersigned certifies that both sides hereof and the information inserted therein has carefully read and is true and correct.									
Company Name _____					Date Signed _____				
By _____					Title _____				

EXHIBIT G**METHOD OF PERFORMANCE**

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

1. Concept/Services – The vendor should provide detail about the Mobile Food Unit concept of the concession facility.
 - a. Describe any additional services, if any, which would be offered beyond the required services in this IFB.
2. Menu –The vendor shall provide a **sample** menu, including prices.
3. Food – The vendor should describe the process for food selections, the inventory control system, and methods used to select portion size and controls.
4. Management - The vendor should describe the objectives and plans for the start-up of the food services (e.g. inventory investment).
 - a. The vendor should describe the on-site management team, their responsibilities in relation to making decisions.
 - b. The vendor should describe the method for handling customer complaints with reference to Section 2.7.1.
 - c. Economic Impact to Missouri - the vendor should describe the economic advantages that will be realized as a result of the vendor performing the required services. The vendor should respond to the following:
 - Provide a description of the proposed products that will be provided by Missourians and/or Missouri made products.
 - Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

EXHIBIT H

MISCELLANEOUS INFORMATION

Employee Bidding/Conflict of Interest:

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

**STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

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

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the opportunity is being solicited by the **Department (DEPARTMENT)**.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **End Date** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Vendor** means the person or organization that responds to an IFB by submitting a bid as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DEPARTMENT. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the non-exclusive privilege and obligation to operate a concession facility on Department owned property.
- h. **Contractor** means a person or organization who is a successful vendor as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the vendor to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DEPARTMENT to potential vendors for the privilege and obligation to operate a concession facility on Department owned property as described in the document. The definition includes these Terms and Conditions as well as all Pricing Page, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the vendor must state the financial return to the Department applicable for privilege and obligation to operate the concession facility as required in the IFB. The pricing pages must be completed and submitted by the vendor with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 253 of the statutes is the primary chapter governing the operations of DEPARTMENT.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

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

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the DEPARTMENT if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from vendors regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DEPARTMENT, unless the IFB specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all vendors will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the IFB, any questions received less than five calendar days prior to the IFB opening date may not be answered.
- c. Vendors are cautioned that the only official position of the State of Missouri is that which is issued by the DEPARTMENT in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DEPARTMENT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the MissouriBUYS Statewide eProcurement System. Registered vendors are electronically notified of those bid opportunities that match the commodity codes for which the vendor registered in MissouriBUYS. If a registered vendor's e-mail address is incorrect, the vendor must update the e-mail address themselves on the state's MissouriBUYS Statewide eProcurement System at <https://missouribuy.mo.gov/>.
- f. The DEPARTMENT reserves the right to officially amend or cancel an IFB after issuance. Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to the IFB on-line prior to an addendum being issued should receive e-mail notification of the addendum(s). Vendors who have not registered will be notified prior to any addendum being issued by the Buyer. Registered vendors who received e-mail notification of the bid opportunity when the IFB was established and registered vendors who have responded to

the bid on-line prior to a cancellation being issued should receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the IFB. Vendors who have not registered will be notified by the Buyer prior to any cancellation being issued.

4. PREPARATION OF BIDS

- a. Vendors **must** examine the entire IFB carefully. Failure to do so shall be at vendor's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a vendor may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the IFB, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DEPARTMENT or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DEPARTMENT. If DEPARTMENT determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB.
- d. Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Registered vendors may submit bids electronically through the MissouriBUYS Statewide eProcurement System at <https://missouribuy.com/> or by delivery of a hard copy to the DEPARTMENT office. Vendors that have not registered on the MissouriBUYS Statewide eProcurement System may submit bids hard copy delivered to the DEPARTMENT office. Delivered bids must be sealed in an envelope or container, and received in the DEPARTMENT office located at 1101 Riverside Drive, in Jefferson City, MO 65102 no later than the exact end date and time specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the vendor's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DEPARTMENT, Division of Administrative Support, Attn: Rachel Shelley, P.O. Box 176, Jefferson City, Missouri 65102-0176. However, it shall be the responsibility of the vendor to ensure their bid is in the DEPARTMENT office (address listed above) no later than the exact end date and time specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official end date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically by a registered vendor may be modified on-line prior to the official end date and time. A bid which has been delivered to the DEPARTMENT office may be modified by signed, written notice which has been received by the DEPARTMENT prior to the official end date and time specified. A bid may also be modified in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically by a registered vendor may be retracted on-line prior to the official end date and time. A bid which has been delivered to the DEPARTMENT office may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DEPARTMENT prior to the official end date and time specified. A bid may also be withdrawn in person by the vendor or its authorized representative, provided proper identification is presented before the official end date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the official end date and time through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the vendor.
- f. When submitting a bid electronically, the registered vendor indicates acceptance of all IFB requirements, terms and conditions by clicking on the "Accept" button on the Overview tab. Vendors delivering a hard copy bid to the DEPARTMENT must sign and return the IFB cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all IFB requirements, terms and conditions. Failure to do so may result in rejection of the bid unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.
- g. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the official end date and time specified on the IFB document. Names of the respondents shall be read at the bid opening. All vendors may view the same bid response information on the MissouriBUYS Statewide eProcurement System or by contacting the Procurement Officer. The DEPARTMENT will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DEPARTMENT office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. 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.
- b. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the DEPARTMENT to be in the best interest of the State of Missouri.
- c. Awards shall be made to the vendor whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the most favorable to the state, considering price, responsibility of the vendor, and all other evaluation criteria specified in the IFB and (3) complies with applicable Missouri statutes, and all applicable Executive Orders.
- d. In the event all vendors fail to meet the same mandatory requirement in an IFB, DEPARTMENT reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the DEPARTMENT reserves the right to waive any minor irregularity or technicality found in any individual bid.
- e. The DEPARTMENT reserves the right to reject any and all bids.
- f. When evaluating a bid, the DEPARTMENT reserves the right to consider relevant information and fact, whether gained from a bid, from a vendor, from vendor's references, or from any other source.

- f. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- g. Any award of a contract shall be made by notification from the DEPARTMENT to the successful vendor.
- h. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to section 610.021, RSMo, following the official opening of bids.
- i. The DEPARTMENT posts all bid results on the MissouriBUYS Statewide eProcurement System website for all vendors to view for a reasonable period after bid award. The DEPARTMENT maintains images of all bid file material for review. Vendors who include an e-mail address with their bid will be notified of the award results via e-mail.
- j. The DEPARTMENT reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- k. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- l. The final determination of contract award(s) shall be made by DEPARTMENT.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the vendor agrees to operate the concession facility as specified in the IFB, and provide the financial return quoted in Exhibit A, Pricing Page, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DEPARTMENT's acceptance of the response (bid) by "notice of award".. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DEPARTMENT 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. TRANSFER/ASSIGNMENT

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DEPARTMENT.

11. DELIVERY

Time is of the essence. Operation of the concession facility must begin on the date stated in the contract or within a reasonable period of time, if a specific date is not stated.

12. CONFLICT OF INTEREST

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

13. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DEPARTMENT of any existing or future right and/or remedy available by law in the event of any claim by the DEPARTMENT 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 DEPARTMENT 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 operation of the concession facility by the contractor in the fulfillment of the contract with the DEPARTMENT.

14. CANCELLATION OF CONTRACT

- a. The Department may cancel the contract at its sole discretion for any of the following:
 - i. Specific conduct that is incompetent, inadequate or careless in the performance of contractual duties;
 - ii. Specific conduct that is intentional, careless, or negligent in regards to caring for Department property;
 - iii. Specific conduct involving abusive or improper treatment of guests, clients or other persons;
 - iv. Permanent or chronic physical or mental ailment or defect which is sufficient to incapacitate the contractor and makes it impossible for the contractor to properly perform their duties, including unrehabilitated alcoholism or narcotics addiction;
 - v. Conviction of a felony, or a misdemeanor, involving moral turpitude;
 - vi. Specific conduct which amounts to scandalous and disgraceful behavior where such conduct tends to bring the DEPARTMENT into public disrepute, or adversely affects the contractor's performance of his or her contractual duties.
 - vii. Submission of a false statement of material fact to the DEPARTMENT, or the practice of or attempt to practice any fraud or deception in the performance of their duties.
 - viii. Failure on the part of the contractor to maintain adequate records sufficient for preparation of financial statements and audit purposes will constitute a substantial breach and default under the terms of this contract.
 - ix. Failure to timely disclose any potential conflict of interest to the DEPARTMENT shall constitute a material breach and the DEPARTMENT may unilaterally rescind this contract.
- b. In the event of material breach of the contractual obligations by the contractor, the DEPARTMENT may cancel the contract. At its sole discretion, the DEPARTMENT may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DEPARTMENT within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

- c. If the contractor fails to cure the breach or if circumstances demand immediate action, the DEPARTMENT will issue a notice of cancellation terminating the contract immediately. If it is determined the DEPARTMENT improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- d. If the DEPARTMENT cancels the contract for breach, the DEPARTMENT reserves the right to offer the privilege and obligation to operate the concession facility pursuant to the contract from other sources and upon such terms and in such manner as the DEPARTMENT deems appropriate and charge the contractor for any additional costs incurred thereby.
- e. The contractor understands and agrees that funds required to operate DEPARTMENT'S facilities 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 DEPARTMENT 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.

15. COMMUNICATIONS AND NOTICES

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

16. BANKRUPTCY OR INSOLVENCY

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

17. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the DEPARTMENT, 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.

18. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

19. 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).

20. FILING AND PAYMENT OF TAXES

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

21. 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 #1

MONTHLY REPORT OF REVENUE

Missouri Department of Natural Resources
 Division of State Parks
 Concessionaire's Monthly Report of Revenue
 Elephant Rocks State Park

For the month of:

Item	Gross Sales
Food	
Beverage	
Total Food and Beverage	

ATTACHMENT #2
SANITATION REQUIREMENTS

1. A three (3) compartment sink must be provided for the cleaning and sanitizing of utensils and equipment. Sinks must be of adequate size to permit complete immersion of the article being cleaned and sanitized. Adequate clean and soiled utensil storage areas (drain boards or dish carts) must be provided.
2. All mobile food establishments must contain a hand wash sink with hot and cold running water dispensed by means of a combination faucet with soap and paper towels available.
3. Mobile food units must have a potable water tank adequately sized for the intended use of the unit.
4. A wastewater tank must be provided for the catchment of wastewater. The tank must be sized 15% larger than the fresh water tank. The fresh water tank includes the potable water tank and water heater tank. All wastewater shall be removed from the mobile food unit at an approved waste disposal area. The freshwater tank must be clean and sanitary.
5. All mobile units must have adequate hot and cold storage for the intended use of unit.
6. Mobile units that contain a grill or a deep fat fryer are recommended to have some type of fire suppression. Contact the Pilot Knob Fire Department for recommendations.
7. The floors, walls and ceilings of the mobile food unit must be smooth, light colored, non-absorbent, durable and easily cleanable.
8. The lights in the mobile food unit must be shielded or contain shatterproof type bulbs.
9. All outer openings to an enclosed mobile food unit must be properly screened and/or sealed to protect against the entrance of insects.
10. A metal-stemmed thermometer with a range of 0 – 220 degrees Fahrenheit must be available to check hot and cold food temperatures. All potentially hazardous foods shall be maintained at 41 degrees Fahrenheit or below or 140 degrees Fahrenheit or above.
11. All cold storage units in a mobile food unit must contain a thermometer.
12. Test strips must be available to check the strength of the sanitizer used for sanitizing utensils and to test the strength of the wiping cloth solution.
13. All foods, utensils, and single service items must be stored off the floor.
14. Separate storage must be provided for toxic items and personal items. Toxic items such as cleaners must be separated and not stored above food items, equipment and single service items.
15. All foods shall be obtained from approved sources and shall be handled in a manner so as to be clean, wholesome and free from adulteration.
16. Only single-service eating and drinking utensils shall be used in serving customers. Single-service items must be properly stored and handled.
17. All garbage and other solid waste shall be stored and disposed of in an approved manner.

18. Employees shall be clean as to their person and food handling practices. Clean outer clothing and hair restraints are required. Gloves or suitable utensils must be used where there is contact with ready to eat foods.
19. Employee who has a communicable or infectious disease that can be transmitted by foods or who is a carrier of organisms that cause such disease, or who has a boil, infected wound, or an acute respiratory infection with cough and nasal discharge, shall not work with a mobile unit in any capacity in which there is a likelihood of contaminating food or food contact surfaces, with disease causing organisms or transmitting the illness to other persons.
20. The mobile unit shall be kept in a clean and sanitary condition and be free of flies, roaches, rodents and other vermin.
21. An Environmental Health Operating Permit must be posted in a conspicuous location in view of the consumers.
22. Mobile Food Units must be self-contained as per the definition. Food related items, single service items, cooking items, ware washing items, and serving of food items must be stored and served within the mobile food unit. The only exception is a covered grill for cooking of foods.

**ATTACHMENT 3
LOCATION OF FOOD TRUCK
ELEPHANT ROCKS STATE PARK**



**ATTACHMENT #5
BID SUBMISSION CHECKLIST**

	Completed and Signed IFB Cover Page, if submitting a complete bid
	Completed Pricing Page, Exhibit A
	Completed Vendor Information, Exhibit B
	Completed Current/Prior Experience, Exhibit C
	Complete Exhibit D for Expertise of Key Personnel
	Complete Exhibit E – Personal Financial Statement
	Complete Exhibit F- Sworn Financial Statement and Supporting information
	Complete Exhibit G- Method of Performance
	Complete Exhibit H- Miscellaneous Information
	Complete Attachment #4 Authorization for Release
	Secretary of State Business Registration
	MissouriBUYS Vendor Registration (Optional)