



LEGAL NOTICE

**REQUEST FOR BID
SEALED BID 11-072**

For

Vending Services

For

**ST. CHARLES COUNTY GOVERNMENT
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Vending Services**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 11-072 Vending Services**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

Bid opening will be on 4/13/2011 at 10:00 AM , in **Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at purchasing@sccmo.org, **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager
St. Charles County Government
Finance Department
201 North Second St
St. Charles, Missouri 63301
Fax: (636)949-7589
purchasing@sccmo.org

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **04/07/2010**. Any question received after this deadline may not be answered.

Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Businesses/>. Check this website frequently for updates and any addendum that are issued.

Prohibited Communication

Contact with any representative, other than through the procedure outlined in the section titled "Bid Inquiries", concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County.

Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.

TERMS AND CONDITIONS

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When

payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**** PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division
The online address to enroll in the E-verify program is:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

OPEN RECORDS

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

BID SPECIFICATIONS

St. Charles County Government is soliciting bids to establish a contract for full service vending machine operations at various county offices. The successful bidder shall be responsible for furnishing all food, beverages, supplies, required equipment and all management and labor necessary for the nutritional, sanitary and efficient operations of the vending operation.

All vending machines will be kept in proper operation order and at appropriate fill levels at all times.

The successful bidder shall be responsible for reimbursing patrons for money lost through equipment malfunction, stale or spoiled products.

EQUIPMENT

The vending machines installed pursuant to this bid will remain the property of the successful bidder, which shall have the right to remove and replace machines, so long as the project mix is not impacted. The successful bidder shall, at its expense, procure and keep in effect all necessary permits and licenses required for its performance under the contract and shall post or display in prominent place such permits and/or notices as required by law.

At the onset of the contract, all vending machines shall be factory new or shall be of modern design with modular fronts, uniformly painted within a given area, equipped with the latest electronic coin and bill acceptors.

The successful bidder will provide maintenance and repair coverage of all machines from 8:00 a.m. to 5:00 p.m., Monday through Friday, and will provide records of repair on a quarterly basis. Maintenance and repair coverage will be on a three (3) hour response time basis. On weekends, service is to be the next business day.

Collection of cash from vending machines is the sole responsibility of the successful bidder. The successful bidder shall remove cash from machines at regular intervals. The county reserves the right to have a representative present and verify the count at any time.

The successful bidder is responsible for cleaning all machines (fronts, tops, behind, underneath). In addition the interiors of all equipment must be kept in a sanitary condition.

The successful bidder or the county may propose to add, remove or change locations of machines throughout the contract period. All changes will require prior written agreement by both parties.

TERMINATION

The successful bidder's contractual performance will be regularly reviewed in person with the County for compliance with the terms and conditions of this contract. The County reserves the right to terminate the contract in whole or in part if the successful bidder fails to meet the contract specifications or comply with written notice from the County. The County will provide the successful bidder sufficient time to remedy problems identified.

Specific areas of contractual concern would include, but not be limited to the following:

- Failure to install equipment in accordance with the contract
- Failure to follow the commission remittance schedule
- Failure to maintain appropriate financial/product accountability/inventory control
- Failure to follow product pricing guidelines.

Specific areas of operation concern would include, but not be limited to the following:

- Maintaining product quality
- Maintaining product selection/menu and product rotation
- Maintaining product sanitation and machine repair/maintenance
- Maintaining product labeling and dating
- Display organizational identification upon County request for vehicle, employee, etc.
- Service response time

MAINTENANCE/REPAIR

The successful bidder shall maintain, repair and keep all machines in good working order during the operating hours of the areas where the machines are located. Machines shall be kept clean and sanitary. The successful bidder assumes all responsibility for the mechanical operation of the vending machines and shall make all necessary repairs in case of vandalism and break-ins. An emergency phone number shall be provided and posted on all machines to insure emergency services.

The County agrees to provide custodial service to keep vending areas clean similar to the custodial services provided in other areas.

The County shall be responsible for all necessary utilities and service connections needed for the operation of the machines.

No machines shall be moved or removed without prior written consent of the County. Any changes to the original agreement shall take place in a form of a written addendum to the contract. The County retains the right to require replacement of vending machines with a history of performance problems.

Each of the parties agrees to notify the other of any alterations that would materially affect the operations in the vending machine area.

VENDING SPECIFICATIONS

All machines will have both coin and bill receptors.

A list of products by type and brand shall be submitted as part of the response to this bid. The County reserves the right to request changes in types and brands of products, if warranted. The successful bidder shall not submit substitutes to the agreed upon product list without prior approval of the County.

All products shall be warranted to be free from defects and in full conformity with all health and safety regulations. Products which are found to be below County standard or quality due to age, freshness, size or taste, shall be removed immediately and replaced with fresh products upon discovery or demand by the County. All perishable food shall be package coded with a clearly marked and visible date and replaced with fresh product on inventory rotation schedules.

Product prices may be changed by mutual agreement of both the successful bidder and the County. All changes will be made by written addendum.

ACCOUNTABILITY

The successful bidder shall supply a monthly commission report, accompanied by a check for the commissions earned on cash sales to the County within fifteen (15) days following each accounting period.

All record pertaining to the vending operation under this agreement must be open for inspection and/or audit by the County.

The successful bidder must maintain accounting records and other documents pertaining to the agreement operation and must make all records pertaining to this agreement available to the County. The County shall provide reasonable notice to the successful bidder of such requests. All records are to be available for audit purposes on an annual basis.

PERSONNEL

All personnel employed by the successful bidder shall be subject to the County's regulations regarding personal behavior and use of the County facilities. Any violation by any employee of the successful bidder shall result in that employee being escorted from the County building.

VANDALISM

The successful bidder shall be responsible for any losses due to vandalism to the machines. However, the County will take all reasonable precautions to guard against vandalism, robbery or malicious mischief and will deal appropriately with any individual caught attempting it.

VENDING PRICING

Below is a list of the current prices. The County would like to maintain the same pricing schedule. Pricing will remain the same unless otherwise noted.

Chips	\$.60 and \$.90
Candy	\$.75 and \$1.00
Cakes and cookies	\$.85 and \$1.00
Gum and Mints	\$.60
20 oz. soda	\$1.25
12 oz. soda	\$.60

MACHINE LOCATIONS – 15 locations

Service Address	Service Location	Type of Service		
Courts Building 300 N Second Street St. Charles, MO 63301	First Floor	Soda		
	Second Floor	Soda	Snack	
	Third Floor		Snack	
	Fourth Floor	Soda	Snack	
Justice Center 301 N Second Street St. Charles, MO 63301	Second Floor @ EMA	Soda		
	Third Floor Break room	Soda		Sandwich
County Administration 201 N Second Street St. Charles, MO 63301	First Floor Break room	Soda (2)	Snack	Sandwich
Executive Building 100 N Third St Charles MO 63301	First Floor	Soda	Snack	
Pet Adoption 4850 Mid Rivers Mall Dr St Peters MO 63376	Break room	Soda		
Community Health 1650 Boone's Lick St Charles MO 63301	Unknown locations	Soda (3)		
Juvenile Office 1700 South River Road St Charles MO 63303	Lobby	Soda	Snack	
Workforce Development 212 Turner Blvd St Peters MO63376	Break room	Soda	Snack	
Election Office 397 Turner Blvd St Peters MO 63376		Soda	Snack	
Highway - Central District 2480 St Peters Howell Rd St Peters Mo 63376		Soda	Snack	
Highway – Eastern District 2550 Bethmann Road St Charles MO 63301		Soda	Snack	
Highway–Western District 121 Freymuth Road Wentzville MO 63385		Soda	Snack	
Sheriff's Department 101 Sheriff Dierker Ct O'Fallon Mo 63366		Soda	Snack	

Service Address	Service Location	Type of Service		
Dispatch Center 1605 Wentzville Pkwy Wentzville Mo 63385	Back hall	Soda	Combo	
Firing Range 1835 Highway 94 Defiance Mo 63341	Break room	Soda		
	Range target area	Soda		

REFERENCES

References may be requested during bid analysis.

Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: _____

Signature: _____

Title: _____

Company: _____



BID FORM

SB 11-072

Vending Services

BID OPENING DATE: 4/13/2011 at 10:00 AM

(Bidder name)

Submits the following bid for this project:

COMMISSION SCHEDULE

Indicate the commission schedule offered based on net sales: _____% of Net Sales. Net Sales is defined as Gross Sales minus any Sales Tax.

SERVICES

The response to this solicitation must include the following:

1. List of products that will be available by brand, portion size, and vend price.
2. Describe your sales reporting, audit procedures, cash control and security procedures. Submit samples of reports that are available.
3. Describe your service/maintenance response time and procedures.
4. Describe your installation procedures and if required a proposed schedule for installation of your vending machines.
5. Describe the procedure for patron reimbursement. Should the procedure use county departments for reimbursements, please identify method of cash control and security.

Authorized signature

Date _____

THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID

Audit Clause for Contracts

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: _____

Business Address: _____

Business Hours: _____

Phone: _____ Fax: _____

Email address: _____

Contact Person: _____

Authorized Signature: _____

(Indicates acceptance of all bid terms and conditions)

Date: _____



AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office held)

sworn, on my oath, affirm _____ is enrolled and will
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to _____

(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that
_____ does not and will not
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to the _____

(Describe project or insert bid number)

for the duration of the contract.

In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).

Signature (person with authority)

Printed name

Title

Date

Subscribed and sworn to before me this _____ of _____ . I am commissioned as a notary
(Day) (Month & Year)

Public within the County of _____, State of _____, and my
commission expires on _____.

Signature of Notary

Date

Sales Report St. Charles County Vending

	2010 TOTAL	
BUILDING/LOCATION/MACHINE	SALES	2010 Month Avg.
COURTS - 1st floor - soda 3936	\$2,992.35	\$249.36
COURTS - 2nd floor-soda 4252	\$3,686.10	\$307.18
COURTS-2nd floor-snack 2577	\$1,514.65	\$126.22
COURTS- 3rd floor - snack 1134	\$1,412.10	\$117.68
COURTS - 4th floor - soda 3574	\$1,760.75	\$146.73
COURTS-4th flr-snack 1562/1421	\$1,303.55	\$108.63
JAIL - EMA - soda 3587	\$433.20	\$36.10
JAIL - 3rd floor - soda 3814	\$11,086.20	\$923.85
JAIL - 3rd floor - snack 1158	\$6,443.30	\$536.94
JAIL - 3rd floor - sandwich 186	\$2,749.10	\$229.09
ADMIN - soda 3566	\$5,055.40	\$421.28
ADMIN - soda 3542	\$5,150.70	\$429.23
ADMIN - snack 3598	\$6,356.70	\$529.73
ADMIN - sandwich 2637	\$1,318.35	\$109.86
EXECUTIVE BLDG - soda 3568	\$375.80	\$31.32
EXECUTIVE BLDG - snack 1007	\$292.35	\$24.36
PET ADOPTION - soda 3577	\$911.00	\$75.92
COUNTY HEALTH-soda 2793	\$289.55	\$24.13
COUNTY HEALTH-soda 3951	\$502.65	\$41.89
COUNTY HEALTH-soda 3565	\$72.10	\$6.01
JUVENILE - soda 3569	\$1,028.80	\$85.73
JUVENILE - snack 3453	\$523.30	\$43.61
WORKFORCE DEV - soda 3582	\$1,973.60	\$164.47
WORKFORCE DEV - snack 2632	\$1,296.45	\$108.04
ELECTION OFFICE - soda 3507	\$1,174.05	\$97.84
ELECTION OFFICE - snack 2486	\$741.40	\$61.78
HIWAY-CENTRAL - soda 3573	\$2,389.00	\$199.08
HIWAY-CENTRAL - snack 2603	\$1,419.80	\$118.32
HIWAY-EASTERN - soda 3570	\$794.50	\$66.21
HIWAY-EASTERN - snack 2410	\$473.25	\$39.44
HIWAY-WESTERN - soda 3922	\$1,551.75	\$129.31
HIWAY-WESTERN-snack 3594/1383	\$476.05	\$39.67
SHERIFF - soda 3907	\$2,540.50	\$211.71
SHERIFF - snack 2282	\$1,570.40	\$130.87
DISP&ALARM - soda 2057	\$874.70	\$72.89
DISP&ALARM - combo 1031	\$1,780.15	\$148.35
FIRING RANGE - soda 3583	\$276.85	\$23.07
FIRING RANGE - soda 3584	\$331.75	\$27.65
MONTHLY TOTALS	\$74,922.20	\$6,243.55