INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. Bids must be sealed and delivered to the Department of Purchasing, 300 S. Broadway, St. Louis, MO 63102 on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.

3. Please affix the College Address Label enclosed in your bid packet to the outside of your bid package. This label contains information relevant to the bid and will help insure that it is properly filed, recorded and scheduled for the bid opening.

4. All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. “Brand Name” product identification will occasionally be used to identify quality and characteristics of an item. Bids will be accepted on alternate items unless designated a “no substitute” as long as complete written specifications are enclosed with the bid. The College will not be obligated to consider alternate proposals submitted without this documentation.

7. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

8. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

9. The College retains the right to make an award on an “item by item” or “all or nothing” basis and to determine what constitutes the lowest bid meeting all specifications.

10. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid.

11. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

DELIVERY AND INVOICING INFORMATION

1. Delivery of all products and services must be completed by the date offered in this Invitation for Bid. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full.

2. Invoices must be submitted in duplicate to: Accounts Payable St. Louis Community College 300 S. Broadway St. Louis, MO 63102

Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

3. On bids offered as F.O.B. Origin, freight not allowed, all freight charges must be prepaid and added to the invoice. St. Louis Community College will accept no collect shipments. All collect shipments will be returned to the shipper at his/her expense without penalty or re-stocking charge to the College. All F.O.B. origin shipments must be fully insured for replacement cost.

4. All shipments must contain a packing list referencing the College’s purchase order number.

5. All shipments should be addressed to the College Receiving Department at the location or locations specified. Failure to comply may cause substantial delay in payment. The College renders payment only when delivery of goods and services has been certified by the Receiving Department. The seller bears complete responsibility in complying with this requirement.

6. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
INVITATION FOR BID NO:  B0002699

BUYER:          Beverly Garner                         Phone: (314) 539-5234

DATE ISSUED:      May 17, 2010

ITEM/SERVICE REQUESTED:     Contract for the Purchase of Student Dental Hygiene Lab Kits

Sealed bids will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE AND TIME BID WILL BE OPENED AND READ:     Friday, May 28, 2010 at 2:00 P.M. (LOCAL TIME)

If this bid is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Deliver to St. Louis Community College Receiving Department at the following location(s):

___ Cosand College Center
300 S. Broadway
St. Louis, MO 63102

X Forest Park
5600 Oakland Ave.
St. Louis, MO 63110

___ Meramec
11333 Big Bend Blvd.
Kirkwood, MO 63122

 ___ Wildwood
2645 Generations Drive
Wildwood, MO 63040

___ Florissant Valley
3400 Pershall Road
St. Louis, MO 63135

___ SCEUC
4115 Meramec Bottom Rd.
St. Louis, MO 63129

___ Highland Park
5460 Highland Park Dr.
St. Louis, Mo. 63110

Requested Delivery:  Wednesday, August 25, 2010 & Friday, January 21, 2011

Payment Terms:        _____________________   F.O.B.: origin _____ destination ________
(unless otherwise stated, terms will be Net 30)

Est. Freight Charge:  _____________________   Telephone: ___ ____________________   Fax:  ____________________

Prices quoted are guaranteed for __________ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (60 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. **IF NOT SIGNED BELOW, BID WILL BE DISQUALIFIED.**

(SELLER – Company Name)

______________________________________________

(Signature)

______________________________________________

(Printed Name and Title)

______________________________________________

(Company Address)

______________________________________________

(City/State/Zip Code)

Bid is accepted for the College by:

______________________________________________

(Signature)

______________________________________________

(Title)

Items/Sections Accepted:
CONTRACT OR BLANKET ORDER AGREEMENTS

The purpose of this Invitation for Bid is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period: ONE (1) YEAR

Requested Contract Start Date: JUNE 29, 2010

Estimate of Contract Quantity or Dollar Expenditure: Not to Exceed $50,000

Contract Liaison Person (to be completed by bidder):

(Name / Title) ___________________________ E-mail address ___________________________

(Telephone) ___________________________
St. Louis Community College is soliciting bids for a contract for the purchase of Student Dental Hygiene Lab Kits, which will be used for hands-on instruction by the students in the Dental Hygiene program located at the Forest Park campus.

**GENERAL INFORMATION:**
The Tools specified in this bid make up the kits (A, B & c) required by all students to participate in the Dental Hygiene program, therefore successful bidder(s) must be capable of delivery of complete kits of either A, B & C. **ALL ITEMS REQUESTED IN EACH KIT (A, B & C) MUST BE INCLUDED. PARTIAL KITS WILL NOT BE ACCEPTABLE.** This award will be made on a “Section by Section” or “All or Nothing” basis whichever is in the best interest of the College.

The College understands that all items listed in the kits are generally available to all dental supply houses. Where specific brand names are required, they are stated and alternates will not be considered. Where brand names are not stated alternates may be considered if they meet or exceed the specifications. The College reserves the sole right to make the determination of whether an alternate product offered meets specifications.

ST. LOUIS COMMUNITY COLLEGE, IN ORDER TO COMPLY WITH SECTIONS 285.525 THROUGH 285.550 RSMO, REQUIRES CONTRACTOR(S) TO COMPLETE AND NOTARIZE THE ATTACHED AFFIDAVIT (ATTACHMENT- A) WHICH VERIFIES CONTRACTORS SHALL COMPLY WITH THE PROVISIONS OF SECTION 285.525 THROUGH 285.550 R.S.MO. CONTRACT AWARD IS CONTINGENT UPON COMPANY PROVIDING AN ACCEPTABLE NOTARIZED AFFIDAVIT STATING THAT THEIR COMPANY IS ENROLLED IN AND PARTICIPATES IN A FEDERAL WORK AUTHORIZATION PROGRAM WITH RESPECT TO THE EMPLOYEES WORKING IN CONNECTION WITH THE CONTRACTED SERVICES AND THAT THEIR COMPANY DOES NOT KNOWINGLY EMPLOY ANY PERSON WHO IS AN UNAUTHORIZED ALIEN IN CONNECTION WITH THE CONTRACTED SERVICES.

Failure to comply with the requirements of this bid may result in the disqualification of your bid.

**IMPORTANT REQUIREMENTS:** A representative contact’s name and phone number from the successful bidder(s) supply house(s) MUST be given should there be problems at the time of delivery while the kits are being inspected by the Dental Department clinical coordinator. Each kit must be complete at the time of delivery. Prior permission must be obtained from the program director for late delivery or for partial delivery by the **August 25, 2010** date.

Failure to comply with the requirements of this bid may result in the disqualification of your bid.

**REQUIREMENTS OF SUCCESSFUL BIDDER(S):**

1.) **DELIVERY AND INSPECTION:** The delivery date for the 32 **A & B** kits will be as follows:

   **Wednesday, August 25, 2010 at 1:00 p.m., Room A-415**

   St. Louis Community College-Forest Park location,
   5600 Oakland
   St Louis MO 63110
   Contact: Beverly Consolino
   at 314 644-9337 to confirm date and time of delivery.

   The program capacity is thirty-two (32) students, therefore, 32 (A & B) Kits must be here and ready to be distributed on August 25, 2010.
2.) **DELIVERY AND INSPECTION:** The delivery date for the 32 “C” kits will be as follows:

   **Friday, January 21, 2011 at 1:00 p.m., Room A-415**

   St. Louis Community College-Forest Park location
   5600 Oakland
   St Louis MO 63110
   Contact: Beverly Consolino
   at 314 644-9337 to confirm date and time of delivery.

   The program capacity is thirty-two (32) students; therefore, 32 “C” Kits must be here and ready to be distributed on **January 21, 2011**.

3.) **PRICING:**
   Prospective bidder to submit pricing per one of more kits, as this award will be made on an “all-or-nothing” basis for each kit.

4.) **PAYMENT**
   Payment for all kits will be handled by the successful bidder(s) directly with each individual student, therefore a representative must be available to distribute, check contents and collect all payments on the designated date. Bidders are advised that the students cannot put down a deposit in advance, as enrollments are not final until shortly before classes begin.

5.) **WARRANTY:**
   Warranty information will be considered in the award of each kit. **All instruments and materials included in the hygiene A, B & C kits are to be unconditionally guaranteed for two years or until the students’ graduation date.**

   Please include a copy of the warranty(s) offered for each kit with your bid response.

   The Course Coordinator will inspect all items in each kit at each of the class sessions which are **Wednesday, August 25, 2010 and Friday, January 21, 2011**. Items found to be broken, defective, missing or deemed unsuitable for teaching/learning purposes must be replaced by the successful vendor within one week of delivery at no additional charge to the student or College.
**SECTION I - KIT - A**

DENTAL HYGIENE STUDENT INSTRUMENT KIT “A” LIST – YEAR 2010

DELIVERY AND INSPECTION DATE: AUGUST 25, 2010

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>Handle #</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>Hu-Friedy EP 23/UNC12 Explorer/Probe</td>
<td>#9</td>
<td>7</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>Hu-Friedy Extended 11/12 Explorers</td>
<td>#9</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td>2</td>
<td>Hu-Friedy Gracey SAS 1-2</td>
<td>#9</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
<td>Hu-Friedy Gracey SRPG 3-4</td>
<td>#9</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>2</td>
<td>Hu-Friedy Gracey SG 17-18</td>
<td>#9</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>2</td>
<td>Hu-Friedy Gracey SRPG 15-16</td>
<td>#9</td>
<td>8</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>Hu Friedy H6-H7</td>
<td>#9</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
<td>Hu-Friedy Columbia 13-14</td>
<td>#9</td>
<td>10</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>Hu-Friedy Columbia-SC4R/4L</td>
<td>#9</td>
<td>11</td>
</tr>
<tr>
<td>10</td>
<td>2</td>
<td>Hu-Friedy Nebraska 128</td>
<td>#9</td>
<td>5</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>Hu-Friedy 204S Scaler</td>
<td>#9</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>3</td>
<td>(Adult) Front Surface Mirror Heads, Cone Socket 650668 #4 MH-Mouth Mirror Heads</td>
<td>#9</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>3</td>
<td>Mirror Handles (size #4-large diameter), cone socket</td>
<td>#9</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hu-Friedy 242926 M #7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>2</td>
<td>MS Cassette #3116, white, 16 instrument, double-sided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>2</td>
<td>IMS Cassette #3107, White, 7 instruments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>3</td>
<td>IMS clips to hold air/water syringe tips #1279</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Note: For items 12 & 13, handles and mirror heads must be able to interface/connect.*

INDICATE BELOW THE UNIT PRICE FOR EACH KIT A:

**PRICE PER KIT SHOULD INCLUDE DELIVERY, ETC.**

\[ \text{Price} + \text{Price} = \text{Price} \] Per Student \( x \) 32 A Kits = \[ \text{Price} \]
### SECTION I I - KIT B

**DENTAL HYGIENE STUDENT INSTRUMENT KIT “B” LIST – YEAR 2010**

**DELIVERY AND INSPECTION DATE: AUGUST 25, 2010**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Kerr #2 (pedo) Front Surface Mirror Head, cone socket</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>150 Count Pouch of Safe Tips EZ by Pinnacle, Item #44150</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>Package of 36 Young Contra Disposable Turbo Plus prophy angles latex free</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>Package of 12 Young Contra petite web disposable latex free prophy angles</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>Package of 36 Young disposable classic brush prophy</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>Box Nitrile (latex free) examination gloves (powder free)—medium (be prepared to exchange for small or large) (100/box)</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>Box masks (flat), 99% filtration rate, anti-fog foam strip, rectangular ear loop</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>Sphygmomanometer; must have strip of cloth to which gauge can be clipped; must adapt together tightly with no air leakage</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>Stethoscope McCoy Econotone Model #9425 (Sprague Rappaport type)</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>1 GripRite Petite CW-purple aspirating syringe, by Miltex</td>
</tr>
<tr>
<td>11</td>
<td>5</td>
<td>Pinnacle KWIK Bite X-Ray Holders</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>PDT Ultimate Edge Sharpening Kit T066 at School Pricing of $80.84 Phone 800-240-9895</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>1 case (50) Maytex Corp. disposable gowns #45920 with knit cuff, latex free, Blue</td>
</tr>
</tbody>
</table>

**INDICATE BELOW THE UNIT PRICE FOR EACH KIT B:**

**PRICE PER KIT SHOULD INCLUDE DELIVERY, ETC.**

\[
\text{Per Student} \times 32 \text{ B Kits} = \$______
\]
### SECTION I - KIT C

**DENTAL HYGIENE STUDENT INSTRUMENT KIT “C” LIST – YEAR 2010**

**DELIVERY AND INSPECTION DATE: JANUARY 21, 2011**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Cavitron Plus Ultrasonic Scaler</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>Steri-Mate Swivel Handpiece</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>FSI-10 (30K) Insert (Cavitron 80294)</td>
</tr>
<tr>
<td>4</td>
<td>1</td>
<td>FSI-100 (30K) Insert (Cavitron 80798)</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>FSI-1000 (30K) Insert (Cavitron 80799)</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>FSI-SLI-10L (30K) Insert (Cavitron 80396)</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>FSI-SLI-10r (30K) Insert (Cavitron 80397)</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>Midwest RDH Handpiece</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>Box of 100 Nupro revolv Prophy Angles</td>
</tr>
</tbody>
</table>

**INDICATE BELOW THE UNIT PRICE FOR EACH KIT C:**

**PRICE PER KIT SHOULD INCLUDE DELIVERY, ETC.**

$$_\text{__} + _\text{__} = _\text{__}$$ Per Student x 32 A Kits = $$_\text{__}$$
1. **CONTRACT TERMS** The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract not withstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. **TRANSPORTATION CHARGES** The College will not accept “Collect” shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. **TIME OF DELIVERY** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. **INSPECTION AND ACCEPTANCE** No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has reasonable opportunity to inspect same. Material or service which is defective or does not conform to the warranty of the Supplier hereunder upon visual inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier’s expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer’s written authorization. Such return shall in no way affect College’s discount privileges. Such right to return offered to the College arising from the College’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

5. **COMPLIANCE WITH SPECIFICATIONS** No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. **PACKAGING** the College will not be liable for any charges for drainage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. **SUPPLIERS WARRANTIES** Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect.

8. **QuANTITIES** The College assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

9. **INVOICES** Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. **INTELLECTUAL PROPERTY** Supplier guarantees that the articles described herein and the sale or use the will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all, costs, damages and profits recoverable in such claim or suit.

11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. **ASSIGNMENT OR SUBCONTRACT** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College’s written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. **TERMINATION OF CONTRACT** The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier’s Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

15. **LAW GOVERNING THIS CONTRACT** This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

16. **COMPLIANCE WITH APPLICABLE LAWS** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

17. **NOTIFICATION AND SERVICE THEREOF** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

18. **NOTICE AND SERVICE THEREOF** Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. **INSURANCE** Supplier shall maintain such insurance as the College may from time to time require by written notice. In connection with the performance of work, a certificate evidencing comprehensive general liability insurance coverage from a company having a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of Best’s Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen’s Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance coverage the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability insurance policies with property damage limits of $2,000,000.00 and minimum bodily injury limits of $2,000,000.00 each person and $2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.

20. **INDEMNIFICATION** The Supplier shall indemnify, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys’ fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, Subsuppliers or employees.

21. **Changes** The Manager of Purchasing may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packaging or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Manager of Purchasing in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.

22. **COMPLETE AGREEMENT** The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.

23. **YEAR 2000 COMPLIANCE** The Supplier warrants that each hardware, software and firmware product delivered under this Contract, without limitation, shall be able to accurately process data, including, but not limited to, calculating, recording, reporting and sequencing, from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with product documentation provided by the manufacturer, provided that all listed or unlisted product (e.g., hardware, software, firmware) used in combination with such listed product properly exchange data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products of a system. The Supplier shall demonstrate to the satisfaction of the College the product to perform the aforementioned date functions. Failure to meet this requirement is a defect and the College may decline to accept the product or service. In that event, the Contract shall be terminated automatically and the vendor shall return any sums the College may have paid to the seller. This Year 2000 warranty and remedy shall be in addition to any other which may be provided with respects to defects other than Year 2000 performance. It shall not be limited by any disclaimers or limitations elsewhere contained in the Contract.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., St. Louis Community College) 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 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)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

**Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. that Company does not knowingly employ any person who is an unauthorized alien.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at [www.uscis.gov](http://www.uscis.gov) scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218.

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows: I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

On or about ________, Contractor entered into a contract with St. Louis Community College, for the provision of a

**Contract to Purchase Student Dental Hygiene Lab Kits** as more fully described in **BID #B0002699** (thereinafter referred to as “Contract”).

Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

On or about ____________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after ____________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

Contractor affirms that if it is determined that an employee is not eligible to work on the Contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the Contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.
AFFIDAVIT

Dated this _____ day of ______________, 2010.

__________________________________

STATE OF MISSOURI

) SS.

COUNTY OF __________

On this___ day of ______________ in the year 2010, before me, __________________________, a Notary Public in and for said State, personally appeared __________________________, known to me to be the person who executed the within Affidavit, and acknowledged to me that _________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of ________________and State aforesaid, the day and year first above written.

__________________________________
Notary Public

My Commission Expires: