ST. LOUIS COMMUNITY COLLEGE FAX BID FORM
FAX NO. (314) 539-5494

ST. LOUIS COMMUNITY COLLEGE FAX BID FORM
FAX NO. (314) 539-5494

General Requirements

St. Louis Community College (the “College”) requires that all bids be signed by a duly authorized representative of the bidder and received in the College’s Purchasing Department by fax (FAX 314/539-5494) on or before the time and date of the bid closing specified below or their BID MAY BE REJECTED.

The College retains the right to reject any and all bids, to award a bid on an item-by-item or all-or-nothing basis and to make the sole determination of what constitutes an acceptable equal product. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College’s specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request.

The College will accept no changes, additions or deletions to a bid after the time and date of the bid closing stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College’s list of bidders in good standing.

INVITATION FOR BID NUMBER: B0002706

DATE & TIME OF BID CLOSING: 6/2/10 2:00 LOCAL TIME

Item/Service Requested: CONTRACT FOR PARKING SPACE RENTAL FOR OFF-SITE COLLEGE STAFF

For delivery to: CENTER FOR BUSINESS, INDUSTRY & LABOR (CBIL)

Coordinator/Buyer: DOUGLAS MAHONEY Telephone: 314-539-5178

College request ship date of: ________________

Bidder quotes ship date of: _____/_____/_____,

Freight: $ ______________________________ Payment Terms: __________________

Bidder guarantees quotation for _________ calendar days from bid closing date.

FOB Point: ________________________________

(Authorized Signature) __________________________________________________________________________

(Company Name) __________________________________________________________________________

(Printed Name and Title) ______________________________________________________________________

(Company Address) __________________________________________________________________________

(Area Code/telephone # / FAX #) ______________________________________________________________________

(City/State/Zip Code) __________________________________________________________________________

BID IS ACCEPTED FOR THE COLLEGE BY: ________________________________, ASSISTANT CONTROLLER

CYNTHIA GREEN

ITEMS/SECTIONS ACCEPTED:
CONTRACT OR BLANKET ORDER AGREEMENT

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 this 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: Twelve (12) months

Requested Contract Start Date: July 1, 2010

Estimate of Contract Quantity or Dollar Expenditure: $22,000.00

Contract Liaison Person (to be completed by bidder):

______________________________  ______________________________
(Name/Title)  (E-mail address)

______________________________
(Telephone)
PRICING AND SPECIFICATIONS:

St. Louis Community College is soliciting bids to establish a contract for parking in the city of St. Louis, Missouri downtown area as defined below. The spaces are required for the College staff currently located at the Employment & Training Center, 1520 Market Street, St. Louis, Missouri. The regular rental charges will be paid directly by the College and not by the individuals using the space(s).

STATEMENT OF WORK

The contract will be for approximately twelve (12) months, beginning July 1, 2010 and ending June 30, 2011. As the number of spaces required is contingent upon externally approved funding, the exact number of spaces needed will not be known until the end of June 2010. As of this writing, the beginning minimum number of spaces required is estimated at thirty (30), with any future increases/decreases in the number of spaces required to be mutually agreed upon by the College and the successful bidder.

The spaces are required for normal business days, Monday through Friday, for typical business hours, with unlimited “In & Out” privileges for all.

The spaces offered are required to meet the following general location parameters in order to be considered:

- No further North than Pine
- No further East than Tucker
- No further South than Poplar
- No further West than 18th Street

The lot must offer ADA accommodations, and be free from unhealthy & unsafe conditions (i.e.: trash, rodents, potholes, excess water, blind areas, etc…). The College reserves the right to determine which lots are of acceptable condition and safety.

TERMINATION OF CONTRACT

This contract is externally funded and the facility which currently houses our offices is provided through a funding source also external to the College. In the event funding is discontinued, and/or we are forced by the lease holder to relocate our operations (to a location where parking at the approved site becomes inappropriate) the College reserves the right to terminate this contract, with thirty (30) days prior written notice. Any monies pre-paid by the College to the successful bidder for unused months shall be refunded to the College at a rate equal to that charged for same.

PRICING

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY</th>
<th>MONTHLY RATE PER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARKING SPACE RENTAL</td>
<td>30</td>
<td>$_____________ /space</td>
</tr>
</tbody>
</table>
PRICING AND SPECIFICATIONS:

PAYMENT TERMS

Please explain how you will invoice the College and your payment terms. Include the billing frequency and directions on how to manage increases/decreases in the number of required spaces should adjustments be necessary. Also include explanations for any additional charges that may be applicable (fees, fines, deposits, etc…). Any charges not mentioned here-in will not be paid.

LOCATION INFORMATION

The College prefers that all of the spaces being leased be located in one (1) contiguous lot, but will consider multiple sites offering a minimum of ten (10) spaces per site. Please provide the address(es) of the lot(s) offered for parking service and the number of spaces per lot:

<table>
<thead>
<tr>
<th>Address of Parking Site</th>
<th>Qty</th>
<th>Contact Name &amp; Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
<td></td>
<td>__________________________</td>
</tr>
<tr>
<td>________________________</td>
<td></td>
<td>__________________________</td>
</tr>
<tr>
<td>________________________</td>
<td></td>
<td>__________________________</td>
</tr>
<tr>
<td>________________________</td>
<td></td>
<td>__________________________</td>
</tr>
</tbody>
</table>

REQUIRED DOCUMENTATION

As a condition of award, the successful bidder(s) must, 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 this contract. 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 contract. [RSMO 285.530 (2)] (See Attachment A).
PRICING AND SPECIFICATIONS:

ACCESSIBILITY & IN/OUT PRIVILEGES

Although the College would prefer 24/7 access, it is realized that some lots do not offer this amenity. For the rate(s) offered here-in, what are the access hours allowed and are there any other restrictions that would cause fines or additional fees to be levied such as mandatory departure times on “event” nights (dates having a major sport or entertainment event causing rates to be higher than the normal daily rate).

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

EVALUATION

Along with price, the College will consider other factors in the evaluation of this bid in determining which offer represents that which is in the overall best interest for the College. Several factors will be weighted to determine the successful bidder(s). These are the factors and the point values assigned to them in evaluating this bid:

<table>
<thead>
<tr>
<th>Evaluation Factors</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Offered</td>
<td>70 points</td>
</tr>
<tr>
<td>Physical Attributes</td>
<td>10 points</td>
</tr>
<tr>
<td>Security</td>
<td>10 points</td>
</tr>
<tr>
<td>Range of Access</td>
<td>10 points</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100 points</td>
</tr>
</tbody>
</table>

Please complete the following questions as the answers will assist in determining which bid constitutes the best offer for the College:

Is the area ADA accessible? Yes (____) No (____)
Is the area covered? Yes (____) No (____)
Is this lot single-level or multi-level? Single (____) Multi (____)
If multi-level, are there: Stairs (____) Elevators (____) Escalators (____)
Is the area gated? Yes (____) No (____)
Is the area lighted at night? Yes (____) No (____)
If yes give hours: from _______ to _______
EVALUATION (Continued)

Is the area attended or guarded? Attendant (___) Guard (___)
If yes give hours: from _______ to _______
Days of Week: _______________________

Type of Surface (i.e.: paved, gravel, concrete): ______________________________

Width of parking spaces (Distance between lines): ______________________________

Are there handi-capped parking spaces? Quantity (___)

Are your spaces assigned? Yes (___) No (___)

Are the access points maintained for snow/ice? Yes (___) No (___)

Is the area maintained for debris &/or foliage? Yes (___) No (___)

Are there any restrictions in using these premises such as maximum height/weight/length of vehicles, no trailers, no motorcycles, no bikes, no concealed weapons, etc…)?

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

(The College reserves the right to determine which lots offered for use qualify for consideration regarding safety and cleanliness as it pertains to access and use. Lots determined to contain elements of risk for the staff may be disqualified regardless of the party responsible.)
1. **CONTRACT TERMS** - The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract and not by 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 constitute 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 such terms or conditions, 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 charges 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 had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial 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 returned 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 drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise hereon.

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. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College’s acceptance of said materials or goods, or by payment for them.

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 for only for the materials or services delivered.

10. **INTELLECTUAL PROPERTY** - Supplier guarantees that the articles described herein and the sale or use will not infringe upon a U.S. or foreign patent, trademark, software or other form of intellectual property or copyright, and that all such articles are free from any and all liens or encumbrances.

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, or other causes beyond the control of the party alleged to have caused a delay.

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 agency 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 of 1938 as amended.

17. **NON-DISCRIMINATION IN EMPLOYMENT** - 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** - (a) Insurance Requirements The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance 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 of the State in which the work is performed or the contract is performed, and minimum 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 it from harm 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 covering the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 each occurrence 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 continued to mean liability for the College for any personal injuries or property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, suppliers or employees.

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 injuries or property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents or sub-suppliers 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 packing or place or 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 delivery or performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be submitted 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 and other requirements in version 1.0 of the Institute of Electrical and Electronics Engineers (IEEE) standard 1276.1-1996, and that all listed or unlabeled 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. The College may, prior to acceptance, require the Supplier to demonstrate to the satisfaction of the College the capability of a 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 in connection with the contracted services.

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. You may also access the website to begin the registration process at [https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES).

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:

1. 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”): ______________________________.

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

3. On or about _____________________, Contractor entered into a contract with the ____________________________ (“Political Subdivision”), for the provision of ________________, as more fully described in ________________________________ (hereinafter referred to as “Contract”).

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 ______________, 2009.

______________________________

STATE OF MISSOURI

COUNTY OF ____________

On this____day of ______________ in the year 2009, 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: