INVITATION FOR BID NUMBER B0003155

Department of Purchasing
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS
FOR

CONTRACT FOR BASIC MEDICAL PHYSICALS/STUDENT TRAINEES

FOR ADDITIONAL INFORMATION, CONTACT:
Irma Wittendorfer, Buyer
Phone: 314 539-5226 or email: iwittendorfer@stlcc.edu

IFB OPENING DATE: Friday, April 19, 2013
IFB OPENING TIME: 3:00 p.m., local time

Date Issued: April 3, 2013
ST. LOUIS COMMUNITY COLLEGE FAX BID FORM
FAX NO. (314) 539-5409

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 314/539-5409) on or before the time and date of the bid opening 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 opening 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 #: __B0003155  Date Issued: 4/3/2013

DATE & TIME OF BID OPENING: Friday, April 19, 2013 ___________ @ __3:30__ PM LOCAL TIME

Item/Service Requested: Contract for Basic Medical Physicals for Student Trainees

Purchased For: Workforce & Community Development Department, Corporate Center, 3221 McKelvey Road, Bridgeton, MO 63044

Coordinator/Buyer: Irma Wittendorfer __________________________  Telephone: 314-539-5226

College request ship date of: __2 weeks ARO________  College requests Net 30 terms & FOB destination.

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

Freight: $ ________________ Payment Terms: __________________

Bidder guarantees quotation for __________ calendar days from bid closing date. FOB Point: __________________

(Authorized Signature) (SELLER - Company Name)

(Printed Name and Title) FEDERAL TAX ID#: __________________

EMAIL: __________________________________________ (Company Address)

(Area Code/Telephone # / FAX #) (City/State/Zip Code)

Union ____ Non Union _____.

Minority Owned: Yes____ No____
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: Three (3) Full Years

Requested Contract Start Date: July 1, 2013

Estimate of Contract Quantity or Dollar Expenditure: To Be Determined

Contract Liaison Person (to be completed by bidder):

_______________________________________________________________________________________________

(NAME/Title) E-mail address

(Telephone)

FOR INFORMATIONAL PURPOSES ONLY:

Are you a minority____ or_______ woman-owned enterprise?
Are you union ____or_______ non-union?
St. Louis Community College is soliciting bids for a contract for basic physicals for student trainees prior to beginning clinical rotations to be used by the College’s Workforce & Community Development Department for a period of three years to begin July 1, 2013.

**SCOPE OF WORK:**

The Contractor shall perform basic physicals including the following:

1. **Basic Physical Exam**
   - Review of Height, Weight, Heart Rate, BP,
   - Declared Vision and Haring Ability
   - Review of Systems and Declaration of Student’s Ability to fulfill Physical requirements of employment as a Patient Care Technician.

2. **Verification of Immunization Records and delivery of the following Immunizations, if required by student:**
   - Tuberculosis PPD
   - DT
   - MMR Rubeola/Rubella (with titers drawn if no proof of vaccination)
   - Varicella (with titers drawn if no proof of vaccination)
   - Influenza

Contractor and staff (medical doctors) must be licenses/certified by all required Health and State agencies to perform the required services and must provide proof of Liability Insurance as stated on page 7, paragraph 19 “Terms and Conditions” of this bid.

Contractor will provide a secure waiting area to allow students process their paperwork. This area will not be the same as the general patient waiting area.

Contractor will be responsible for maintaining the confidentially of all records that contain employee identification information. This includes name, address, telephone number, etc. All employee information must be secured in file or destroyed through use of a shredder.

Also, before the contract can be awarded, the successful contractor, will have to comply with the terms as described in ATTACHMENT A, of this bid, and provide the College with an executed copy of the Affidavit.
SPECIFICATION REQUIREMENTS:

1. Contractor shall ensure that all students/trainees who appear for a physical show proper State-issued or Student identification.

2. All results will be forwarded confidentially to (to be determined)

   Workforce & Community Development,
   St. Louis Community College/Corporate Center
   3221 McKelvey Road
   Bridgeton, Mo. 63044

LAB LOCATIONS AND HOURS OF OPERATION:

Please give Lab locations and hours of operation where these student/trainees may obtain these required physicals: (Attach additional list if more locations are available.)

Company Name:_____________________________________________________________
Street:_____________________________________________________________________
City, State, Zip:_____________________________________________________________
Hours:_____________________________________________________________________
Tel. No./Fax No.:____________________________________________________________

Company Name:_____________________________________________________________
Street:_____________________________________________________________________
City, State, Zip:_____________________________________________________________
Hours:_____________________________________________________________________
Tel. No./Fax No.:____________________________________________________________

Company Name:_____________________________________________________________
Street:_____________________________________________________________________
City, State, Zip:_____________________________________________________________
Hours:_____________________________________________________________________
Tel. No./Fax No.:____________________________________________________________

Company Name:_____________________________________________________________
Street:_____________________________________________________________________
City, State, Zip:_____________________________________________________________
Hours:_____________________________________________________________________
Tel. No./Fax No.:____________________________________________________________

Company Name:_____________________________________________________________
Street:_____________________________________________________________________
City, State, Zip:_____________________________________________________________
Hours:_____________________________________________________________________
Tel. No./Fax No.:____________________________________________________________
**PRICING SECTION:** Pricing to be firm for all three (3) years.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY.</th>
<th>FEE AMOUNT</th>
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<tbody>
<tr>
<td>Basic Annual Physical including -Review of Height, Weight, Heart Rate, BP</td>
<td>100</td>
<td>$__________</td>
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<tr>
<td>-Declared Vision and Hearing Ability, -Review of Systems, and</td>
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<tr>
<td>-Declaration of Student’s ability to fulfill physical requirements as a Patient Care Technician.</td>
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<tr>
<td>Verification of Immunization Records and delivery of the following immunizations, if required by student:</td>
<td>100</td>
<td>$__________</td>
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<tr>
<td>a. Tuberculosis PPD</td>
<td></td>
<td>$______</td>
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<tr>
<td>b. DT</td>
<td></td>
<td>$______</td>
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<tr>
<td>c. MMR Rubeola/Rubella (with Titors drawn if no proof of Vaccination)</td>
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<td>$______</td>
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<tr>
<td>d. Varicella(with titers drawn If no proof of vaccination)</td>
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<td>$______</td>
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<tr>
<td>e. Influenza</td>
<td></td>
<td>$______</td>
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<tr>
<td>Other, not listed above:</td>
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<td>$__________</td>
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<td>$__________</td>
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</table>

**BILLING:**

In the space below explain your company’s requirements, if any, to establish an account:
REFERENCES: (List at least 3 where the same type of services have been given)

__________________________________________________________________________
Company                                               __________________________

__________________________________________________________________________
Contact                                               __________________________

__________________________________________________________________________
Street Address                                        __________________________

__________________________________________________________________________
City, State, Zip                                       __________________________

__________________________________________________________________________
Phone Number                                           __________________________

EVALUATION CRITERIA:

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<tr>
<th>Component</th>
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<tr>
<td>Pricing</td>
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<tr>
<td>Service &amp; Locations</td>
<td>20%</td>
</tr>
<tr>
<td>References</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
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</tbody>
</table>
2. 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 the Supplier 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 the 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 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 retained 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 not in any 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 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. 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 agrees to allow 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 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 the obligations 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 decision 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 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 provisions in all subcontracts awarded for materials or services delivered in excess of the quantities ordered 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. 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. In addition to the insurance requirements stated above, special insurance requirements may be added to the contract at the College’s discretion. The Supplier shall maintain insurance covering the full value of the goods in the College’s possession. The Supplier shall provide comprehensive automobile liability 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, 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 performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 20 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 documentaion provided by the manufacturer, provided that all listed or unlisted product (e.g., hardware, software, firmware) used in combination with such listed product properties, and with procedures described in 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 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.

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 a Contract for Basic Medical Physicals/Student Trainees more fully described in bid proposal No. B0003155 (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.

Signed by________________________________       Date______________________
AFFIDAVIT

Dated this _____ day of ______________, 2013

STATE OF )
COUNTY OF ) SS.

On this____day of ______________ in the year 2013, 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: