INVITATION FOR BID NUMBER B0003158

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

SPECIFICATIONS

FOR

CONTRACT FOR VARIOUS TESTING MATERIALS

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

IFB OPENING DATE: Thursday, April 25, 2013
IFB OPENING TIME: 3:00 p.m., local time

Date Issued: April 11, 2013
INVITATION FOR BID # B0003158

COORDINATOR/BUYER: Irma Wittendorfer TEL NO.: (314) 539 -5226 FAX NO.: (314) 539 5409

DATE ISSUED: April 11, 2013

ITEM/SERVICE REQUESTED: CONTRACT FOR VARIOUS TESTING MATERIALS

FAXED, E-MAILED OR 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 OF BID OPENING: THURSDAY, APRIL 25, 2013 @ 3:00 PM (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.

Requested deliveries should be made to St. Louis Community College Receiving Department at the following location(s):

- College Center 300 South Broadway
  St. Louis MO 63102

- Forest Park 5600 Oakland Avenue
  St. Louis MO 63110

- Florissant Valley 3400 Pershall Road
  St. Louis MO 63135

- Meramec 11333 Big Bend Blvd.
  Kirkwood MO 63122

- Wildwood 2645 Generations Drive
  Wildwood MO 63040

- SCEUC 4115 Meramec Bottom Road
  St. Louis MO 63129

- Harrison 3140 Cass Ave
  St. Louis, MO 63310

- Corporate Center 3221 McKelvy Road
  Bridgeton, MO 63033

Requested Delivery: AS NEEDED Delivery Offered: ________________

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 is 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)

FEDERAL TAX ID: ____________________ EMAIL: ____________________

(Print Name and Title)

(Authorized Signature)

(Company Address)

(City/State/Zip Code)

Bid is accepted for the College by:

(Signature)

(Title)

Items/Sections Accepted:
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 to establish a contract for the purchase of various testing materials listed below, on an as needed basis, to be used at all College locations. The contract is for a period of three full (3) years, beginning July 1, 2013. The College reserves the right to award this contract to multiple bidders.

NOTE: In compliance with Sections 285.525 thru 285.550 RSMO, effective January 1, 2009, the successful vendor(s) must return a fully executed copy of the “Affidavit”, as outlined in Attachment A-Affidavit, before the award can be made.

Indicate the current price for each item and any discounts for ordering bulk quantities. Indicate Internet pricing if available.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty. Range</th>
<th>Unit Price</th>
<th>Internet Price</th>
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<tbody>
<tr>
<td>1.</td>
<td>Basic Skills Test (BST)</td>
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<td>2.</td>
<td>Basic Achievement Skills Inventory (BASI)</td>
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<td>3.</td>
<td>Differential Aptitude Tests (DAT)</td>
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<td>4.</td>
<td>Self-Directed Search (SDS)</td>
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<td>5.</td>
<td>Career Assessment Inventory</td>
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<td>6.</td>
<td>CAPS/COPS/COPES</td>
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<td>7.</td>
<td>Campbell Interest and Skill Survey (CISS)</td>
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<td>8.</td>
<td>Team Development Survey (TDS)</td>
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<td>9.</td>
<td>Test of Adult Basic Education (TABE)</td>
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<td>10.</td>
<td>Learning Strategies Inventories (LASSI)</td>
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### 11. MACHINE SCORING SHEETS/SCANTRON

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty. Range</th>
<th>Unit Price</th>
<th>Internet Price</th>
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<tbody>
<tr>
<td>Form 815-E Multiple Choice-one sided</td>
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<tr>
<td>Form 866-E Mini Essay Book</td>
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<td>Form 882-E Test Form-500/ pkg</td>
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<td>Form 884-E</td>
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<tr>
<td>Form 886-E (Folded, Essay)</td>
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<td>Form 887 (500/pk)</td>
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<td>Form 899-E (essay type)</td>
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<td>Form 4521, GPAS 200Q x 5 (500 pkg)</td>
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<td>Form 4887 (500/pk)</td>
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<tr>
<td>Form 9700 Item Analysis Form 100 questions</td>
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<td>Form 9702 Question Item Analysis</td>
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<td>Form 19541</td>
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<td>Form 19627</td>
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<td>Form 19630 Analysis</td>
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<td>Form 19639 (500/box)</td>
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<td>Form 19641 Answer Sheet B</td>
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<td>Form 19642</td>
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<td>Form 23328 (blue)</td>
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<td>Form 72512</td>
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<td>Form 73290</td>
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<td>Form 73292</td>
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<tr>
<td>Form 83739 General Purpose Data Sheet/pkg</td>
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<td>Form 94507</td>
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<td>Form 95142 Test Sheet 50/50</td>
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<td>Form 95407 General Test Items Analysis</td>
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<td>Form 95677, Test Sheets 100/W (500 pkg)</td>
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<td>Form 95945</td>
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<td>Form 95946</td>
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<td>Form 96569</td>
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<td>Form 9700-100 Question Item 75/pkg</td>
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<td>Form 9702 (100/pkg) Analysis</td>
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<td>Form 106173 Testing Sheets</td>
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<td>Form 219658 General Purpose Date Sheet#1</td>
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<td>Form 219656 General Purpose Data Sheet #1</td>
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<td>Form 257530 (500pk)</td>
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<td>Form 259560-1 Faculty Evaluation Printing/th</td>
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<td>Form 259580-1 Faculty Evaluation Printing/th</td>
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<td>Form ParTest v. 6x</td>
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<td>Form ParScore v 6x</td>
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<td>Form F-1712-PAR-L</td>
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<td>Form X-101864-PAR-L</td>
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PRICE ESCALATION:
Prices should be firm fixed prices for one year.

Indicate maximum amount of price escalation for second year: ________________________________

Indicate maximum amount of price escalation for third year: ________________________________

DELIVERY: The College requires that tests be delivered within one week. Indicate normal lead-time for delivery:
__________________________________________________________________________________________

FREIGH/DELIVERY CHAGE: Please state if there is a freight charge_____________________________

__________________________________________________________________________________________

MINIMUM ORDER, IF ANY_______________________________________________________________

RETURN POLICY: Indicate your firm’s return policy including any restocking charges:
__________________________________________________________________________________________
__________________________________________________________________________________________

The College may elect to purchase other items from the successful bidders under this contract. Please attach two copies of catalogs or price lists of other test materials offered by your firm.
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 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 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 drayage, 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 is awarded the right to order 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 the possession, use, or sale of the goods or services covered hereunder. Supplier shall include changes on invoice with bill of lading attached.

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 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 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.

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, said insurance shall provide comprehensive general liability insurance with minimum limits of liability of $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate. In addition, said insurance shall provide minimum bodily injury limits of $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate. (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 extend 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 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 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.

2000 **YEAR 2000 COMPATIBILITY**
   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 hardware or software meets the foregoing warranty. If this 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 reservations 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 Various Testing Materials more fully described in bid proposal No. B0003158 (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: