INVITATION FOR BID B0003451

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

SPECIFICATIONS

FOR

JANITORIAL AUTOMATIC DILUTION SYSTEM/CHEMICALS & FLOOR CARE

FOR ADDITIONAL INFORMATION, CONTACT:
Cindy Green, Assistant Controller
Phone: 314 539-5227 or email: cgreen2@stlcc.edu

LAST DATE FOR QUESTIONS:  Friday, September 18, 2015
Pre-Bid Conference:  Wednesday, September 16, 2015 at 10:00 am CST
IFB CLOSING DATE:  Wednesday, September 30, 2015
IFB CLOSING TIME:  3:00 p.m., local time

Date Issued: Tuesday, September 1, 2015
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 may be submitted by email to Stlccbids@stlcc.edu on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: 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. The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)

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. 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.

7. 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.

8. 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. Bidders are to sign and include all addendums with each bid being submitted.

9. Bidders are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. 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. 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.

2. The College renders payment only after delivery of services.

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
INVITATION FOR BID NUMBER B0003451

BUYER: Cynthia Green    (314) 539-5227

DATE ISSUED: September 1, 2015

ITEMS/SERVICE REQUESTED: Janitorial Chemicals and Supplies

E-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 & TIME BID WILL BE OPENED AND READ: Wednesday, September 30, 2015 at 3:00 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.

Requested Delivery: As Needed

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. (120 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)/FEIN#  (Signature)  Cynthia Green, Assistant Controller

_________________________________________
(Printed Name and Title)

_________________________________________
(Company Address)

_________________________________________
(City/State/Zip Code)

Bid is accepted for the College by:

_________________________________________
(Signature)  Cynthia Green, Assistant Controller

Items/Sections Accepted:

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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) full year, with Three (3) Optional One (1) Year Renewals

Requested Contract Start Date: November 20, 2015
Requested Contract End Date: November 19, 2016
Estimate of Contract Quantity or Dollar Expenditure: TBD

Contract Liaison Person (to be completed by bidder):
___________________________________
(Name/Title)

Tel No. ___________ Fax No. ________________
(Telephone)

E-mail address ________________________________
St. Louis Community College is soliciting bids to establish a contract for the purchase of an automatic dilution system for janitorial housekeeping chemicals and floor care products primarily for use by the Physical Facilities Department's janitorial staff at all campus locations.

PRE-BID CONFERENCE:

A Pre-Bid Conference will be held on Wednesday, September 16, 2015 at 10:00 CST at the following location:

William J. Harrison Education Center
3140 Cass Ave.
St. Louis, MO 63106

Please RSVP to STLCCbids@stlcc.edu. Attendance is not mandatory.

SCOPE OF WORK

The successful bidder(s) shall provide the following:
1. Delivery of janitorial chemicals & supplies to all campus locations in the time frame committed to in Section IV, under Item No.4.
2. Provide material safety data sheets to the College's Risk Management Office, for all substances supplied to the College, and with each shipment to the College, as required by OSHA.
3. Training in the proper use, storage & disposal of all chemicals & equipment sold to the College under this contract.
4. Provide all products with OSHA conforming labels whether delivered in bulk, individual use packets or ready-to-use - showing product name, manufacturer, general information (such as active ingredients, dilution rates/mixing instructions, proper use applications, first-aid directions, cautions, and disposal directions), proper hazard markings, EPA approval and emergency phone numbers for federal poison control center.
5. Provide properly sized & labeled containers when application requires such.
6. Provide updated price lists and/or catalogues for College order placement.

BID DOCUMENTATION REQUIREMENTS

All responding bidders must provide documentation as described below in their bid response:
1. Written product description for any item offered for bid in Section I, II and III.
2. Material Safety Data Sheets for all chemicals offered for bid in Section I, II and III.
3. Bidder's current price list(s), schedule or catalogue indicating basis for general discounts as offered in Section IV.
4. Product Line Card or similar mechanism which details those products carried by your firm as they relate to this contract (sorted by either brand name or product category)

BID EVALUATION

The following criteria will be used in the evaluation of bid responses and their respective point values:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing/General Discounts</td>
<td>60</td>
</tr>
<tr>
<td>Chemical Safety/Exposure Ratings/Green Seal</td>
<td>15</td>
</tr>
<tr>
<td>&amp; Usability</td>
<td></td>
</tr>
<tr>
<td>Product Dispensing System Offered</td>
<td>10</td>
</tr>
<tr>
<td>Training Offered</td>
<td>10</td>
</tr>
<tr>
<td>Delivery Services</td>
<td>5</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>
**BID AWARD**

The College intends to award this bid to one bidder; consequently, bidders must bid and/or respond to all items specified in each section.

**ESTIMATED QUANTITIES/DOLLARS**

Where estimated quantities or dollar amounts are given, these estimates reflect the College's historical usage trends or current consumption patterns, and do not however constitute a guarantee of future use.

**SECTION I – AUTOMATIC DILUTION SYSTEMS**

The College is interested in using a dilution system that automatically mixes chemicals for the housekeeper at preset dilution rates. The dilution system must meet all related UL, CSA, FDA & OSHA requirements, specifically the requirement for a backflow prevention device (i.e.: air gap). It must be tamper proof except to authorized personnel. The system must provide the following solutions: floor cleaner, general purpose cleaner, disinfectant and window cleaner. Please provide information on your firm’s recommended system as requested below, along with manufacturer’s specifications and operating instructions:

1. Automatic Dilution System (Manufacturer/Brand Name): ____________________________________________

2. Chemicals solutions:
   
   a. Floor Cleaner ____________________________________________
      
      Product Dilution (oz. /Gallon) ____________________________________________
      
      Unit Price/Gallon – Undiluted $ __________________________
      
      Gallons Yielded per Undiluted Gallon ____________________________________________
   
   b. General Purpose Cleaner ____________________________________________
      
      Product Dilution (oz. /Gallon) ____________________________________________
      
      Unit Price/Gallon – Undiluted $ __________________________
      
      Gallons Yielded per Undiluted Gallon ____________________________________________
   
   c. Disinfectant ____________________________________________
      
      Product Dilution (oz. /Gallon) ____________________________________________
      
      Unit Price/Gallon – Undiluted $ __________________________
      
      Gallons Yielded per Undiluted Gallon ____________________________________________
d. Window Cleaner

<table>
<thead>
<tr>
<th>Product Dilution (oz./Gallon)</th>
<th>Unit Price/Gallon – Undiluted</th>
<th>Gallons Yielded per Undiluted Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
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</tbody>
</table>

3. **Green Certified Chemicals** solutions products offered must meet or exceed Green Seal Inc.’s Environmental Standard for General-Purpose, Bathroom and Glass Cleaners Used for Industrial and Institutional Purposes (GS-37) are licensed to use the Green Seal Certification Mark. Please provide documentation that authenticates this claim:

a. Floor Cleaner

<table>
<thead>
<tr>
<th>Product Dilution (oz./Gallon)</th>
<th>Unit Price/Gallon – Undiluted</th>
<th>Gallons Yielded per Undiluted Gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
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</tbody>
</table>

b. General Purpose Cleaner

<table>
<thead>
<tr>
<th>Product Dilution (oz./Gallon)</th>
<th>Unit Price/Gallon – Undiluted</th>
<th>Gallons Yielded per Undiluted Gallon</th>
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<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
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</tbody>
</table>

c. Disinfectant

<table>
<thead>
<tr>
<th>Product Dilution (oz./Gallon)</th>
<th>Unit Price/Gallon – Undiluted</th>
<th>Gallons Yielded per Undiluted Gallon</th>
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<tbody>
<tr>
<td></td>
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</table>

d. Window Cleaner

<table>
<thead>
<tr>
<th>Product Dilution (oz./Gallon)</th>
<th>Unit Price/Gallon – Undiluted</th>
<th>Gallons Yielded per Undiluted Gallon</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>
4. How many types of products can be used in this system?

5. How many different configurations does your system come in and what are they? (I.e. 4-unit system, 2-unit system, single dilution/dispenser unit)

6. What are the electrical power requirements for these units?

7. What are the costs of these units?

Size: _______________ $______________
Size: _______________ $______________
Size: _______________ $______________
Size: _______________ $______________

5) Are these units designed for a single product source (brand), or are they generic in which brands can be used?

6) How are these units installed? (i.e.: Wall-mounted, Stand-alone Rack, etc...) ________________

7) Are there any other requirements for the operation of these units?

FIRM & FIXED PRICING: Are the prices quoted by your firm for Section I: “ITEM PRICING”, firm and fixed? If pricing is not fixed, list the maximum percentage price increase per year for the periods listed below:

YEAR 1: YES ___ NO ___; If NO, what is the maximum percent price increase? ________%  
YEAR 2: YES ___ NO ___; If NO, what is the maximum percent price increase? ________%  
YEAR 3: YES ___ NO ___; If NO, what is the maximum percent price increase? ________%  
YEAR 4: YES ___ NO ___; If NO, what is the maximum percent price increase? ________%
### SECTION II – FLOOR/RUG CARE

ITEM PRICING: The following items are typical of those purchased under this contract. Some have been identified generically or by brand name for the purpose of establishing an understanding of minimum product requirements. Please provide the product information and pricing as requested below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Annual Usage</th>
<th>Unit Size</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FLOOR FINISH</td>
<td>Current used Size = 5 Gallon Pail Dilution Rate - RTU/250 Gallons</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Previously accepted brands: Buckeye Castleguard, Interchem Solo Plus, Dyna Surf Acrylic Floor Finish, Moor Gloss Wax, Surpass

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Container Size</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Mfr. Stock No.</th>
<th>Dilution Rate</th>
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<tr>
<th>Bidder's Ordering No.</th>
<th>QTY / Case</th>
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<thead>
<tr>
<th>Minimum Order Qty</th>
<th>Coverage @ Dilution</th>
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MSDS/HMIS Rating: Health _____________ Flammability ____________ Reactivity __________
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Usage</th>
<th>Unit Size</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>FLOOR STRIPPER</td>
<td></td>
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<tr>
<td></td>
<td>Current used Size = 5 Gallon Pail</td>
<td></td>
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<tr>
<td></td>
<td>Dilution Rate - RTU</td>
<td>200 Gallons</td>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>Previously accepted brands: Buckeye Revelation, One Step Floor Stripper, Strip Ezee, Solid Base Paste Stripper</td>
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<tr>
<td></td>
<td>Manufacturer</td>
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<td>Container Size</td>
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<td></td>
<td>Mfr. Stock No.</td>
<td></td>
<td>Dilution Rate</td>
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<td>Minimum Order Qty</td>
<td></td>
<td>Coverage @ Dilution</td>
<td><strong><strong>:</strong></strong>_</td>
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<td></td>
<td>MSDS/HMIS Rating: Health Flammability Reactivity</td>
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<td>3</td>
<td>RUG SHAMPOO</td>
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<td></td>
<td>Current used Size = 1 Gallon Container</td>
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<tr>
<td></td>
<td>Dilution Rate - 1:32</td>
<td>100 Gallons</td>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>Manufacturer</td>
<td></td>
<td>Container Size</td>
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<tr>
<td></td>
<td>Mfr. Stock No.</td>
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<td>Dilution Rate</td>
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<td>MSDS/HMIS Rating: Health Flammability Reactivity</td>
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</tbody>
</table>
FIRM & FIXED PRICING: Are the prices quoted by your firm for Section II firm and fixed? If pricing is not fixed, list the maximum percentage price increase per year for the periods listed below:

YEAR 1: YES ___ NO ___; If NO, what is the maximum percent price increase? ______%

YEAR 2: YES ___ NO ___; If NO, what is the maximum percent price increase? ______%

YEAR 3: YES ___ NO ___; If NO, what is the maximum percent price increase? ______%

YEAR 4: YES ___ NO ___; If NO, what is the maximum percent price increase? ______%

SECTION III – GREEN CERTIFIED FLOOR/RUG CARE

ITEM PRICING: Green Certified Chemicals solutions products offered must meet or exceed Green Seal Inc.’s Environmental Standard for Floor Seal and Finish Used for Industrial and Institutional Purposes (GS-40) are licensed to use the Green Seal Certification Mark. Rug Shampoo must meet green certification standards developed by the EPA, Ecologo or Envirodesic. Please provide documentation that authenticates this claim.

<table>
<thead>
<tr>
<th>Item</th>
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<td>$</td>
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<td></td>
<td>Dilution Rate - RTU/250 Gallons</td>
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<tr>
<td></td>
<td>Manufacturer</td>
<td>Container Size</td>
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</tr>
</tbody>
</table>
|      | Mfr. Stock No. | Dilution Rate | | :
|      | Bidder’s Ordering No. | QTY / Case | | |
|      | Minimum Order Qty | Coverage @ Dilution | | :

MSDS/HMIS Rating: Health ____________ Flammability ____________ Reactivity ____________
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<td>Dilution Rate - RTU</td>
<td>200 Gallons</td>
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<td>Manufacturer</td>
<td>Container Size</td>
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<td>MSDS/HMIS Rating:</td>
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<td>Reactivity</td>
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</table>
FIRM & FIXED PRICING: Are the prices quoted by your firm for Section III firm and fixed? If pricing is not fixed, list the maximum percentage price increase per year for the periods listed below:

YEAR 1: YES ___ NO ___; If NO, what is the maximum percent price increase? _____%
YEAR 2: YES ___ NO ___; If NO, what is the maximum percent price increase? _____%
YEAR 3: YES ___ NO ___; If NO, what is the maximum percent price increase? _____%
YEAR 4: YES ___ NO ___; If NO, what is the maximum percent price increase? _____%

SECTION IV – OTHER DISCOUNTS

OTHER DISCOUNTS: List below your company’s pricing or discounts for all other housekeeping chemicals items available through your firm, not listed under Section II. Include the source of these discounts/prices (i.e.: catalogue, price list/schedule) and their respective dates of publication/affectivity.

<table>
<thead>
<tr>
<th>Items/Product Category/Manufacturer</th>
<th>Discount Offered</th>
<th>Source of Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>6.</td>
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</table>

SECTION V – DELIVERY SERVICES

1. MINIMUM ORDER: Indicate the minimum dollar amount for an order.
   
   ________________________________________________________________

2. SHIPPING CHARGES: Indicate charges for delivery of products (freight & local).
   
   ________________________________________________________________

3. STYLE OF DELIVERY: What type of delivery system does your firm use?
   (i.e.: Own trucks, local service, national parcel company, etc…) ________________________________

   ________________________________________________________________

4. DELIVERY LEAD-TIME: Stock orders will be delivered within _______ working days of receipt of an order. This will be monitored and enforced. Failure to perform will be construed as a breach to the contract.

5. PICK-UP/WILL-CALL ORDERS: Can College personnel pick-up orders, if so, what is your required lead-time to prepare the order? __________________________
6. RETURN POLICY: (Explain) 


7. PROXIMITY TO COLLEGE: How many miles is it from your firm’s closest supply location to the following College campus & satellite locations? (See Page 1)
   - Forest Park Community College: _______ miles
   - Florissant Valley Community College: _______ miles
   - Meramec Community College: _______ miles
   - Wildwood: _______ miles
   - South County Education Center: _______ miles
   - Harrison Education Center: _______ miles

8. ORDERING PROCEDURE: Explain below the procedures required to place an order with your company for housekeeping supplies or chemicals. (Include contact names, phone numbers, fax numbers, etc…)


9. TRAINING: Please explain below the training program your company offers in support of the products your company has offered in this bid


Attach additional sheets or printed material as needed.)
Primary locations (but limited to) that may require delivery services:

1. St. Louis Community College at Forest Park
   5600 Oakland Avenue
   St. Louis, MO 63110

2. St. Louis Community College at Florissant Valley
   3400 Pershall Road
   St. Louis, MO 63135

3. St. Louis Community College at Meramec
   11333 Big Bend Blvd.
   St. Louis, MO 63122

4. St. Louis Community College at Wildwood
   2645 Generations Drive
   Wildwood, MO 63040

5. South County Education & University Center
   4115 Meramec Bottom Road
   St. Louis, MO 63129

6. William J. Harrison Education Center
   3140 Cass Avenue
   St. Louis, MO 63106

Additional Information Requested for Reporting Purposes Only

Please provide your company’s Minority/Woman/Disadvantaged Business Enterprise status (MBE/WBE/DBE):

________________________________________________________________________

Does your company employ union employees? __________________________________
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, 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 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 of 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 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. 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 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 minimum 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 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.
ATTACHMENT A

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 St. Louis Community College (“Political Subdivision”), for the provision of a Janitorial Chemicals & Supplies Contract, as more fully described in B0003451 (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 _______________, 2014.

________________________________________

STATE OF )
COUNTY OF __________ ) SS.

On this____ day of ___________ in the year 2014, 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.

________________________________________
Signature of Person Executing Affidavit

________________________________________
Notary Public

My Commission Expires: