REQUEST FOR PROPOSAL NUMBER B0003460

Purchasing Department
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS

FOR

CATALOG AND CURRICULUM MANAGEMENT SYSTEM

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Assistant Controller
Phone: 314 539-5227 Email: cgreen2@stlcc.edu

DEADLINE FOR QUESTIONS: Monday, September 14, 2015

All questions regarding this RFP should be submitted in writing to Stlccbids@stlcc.edu. Please do not contact anyone other than Cynthia Green for information regarding this solicitation.

RFP CLOSING DATE: Friday, September 25, 2015
RFP CLOSING TIME: 2:00 p.m., local time

Date Issued: Friday, August 28, 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 delivered electronically** to the Stlccbids@stlcc.edu 300 S. Broadway, St. Louis, MO 63102 on or before the time and date stipulated in the Request for Proposal 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 addenda with each bid being submitted.

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

10. Bidders may obtain 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.**
REQUEST FOR PROPOSAL NUMBER B0003460

BUYER: Cynthia Green    (314) 539-5227

DATE ISSUED: August 28, 2015

ITEMS/SERVICE REQUESTED: Catalog and Curriculum Management System

Electronic proposals 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: Friday, September 25, 2015 at 2:00 pm (CST 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 services offered in the proposal 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: April 1, 2016 Delivery Offered: __________________________

Payment Terms: ____________
(Unless otherwise stated, terms will be Net 30)

Est. Freight Charge: N/A 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, PROPOSAL WILL BE DISQUALIFIED.**

_________________________________________
(Seller – Company Name) - FEIN

_________________________________________
(Signature)

_________________________________________
(Printed Name and Title)

_________________________________________
(Company Address)

_________________________________________
(City/State/Zip Code)


**Section 1 – Description and Scope of Work**

St. Louis Community College, hereinafter called “the College” invites all interested and qualified parties to submit proposals for the purchase of a catalog and curriculum management system.

**Section 1 – Background Information:**

St. Louis Community College is the largest community college in Missouri with four campuses and five educational centers. The enrollment for Fall 2015 is roughly 19,000, with an FTE of approximately 12,000. The College offers more than 1,500 courses in more than 100 degree and certificate programs and serves in excess of 30,000 students and clients in a wide range of non-credit workforce development and continuing education courses.

The College is currently using the CurricUNET Version 2.0 product by GoverNET to handle its curriculum management needs. The College is seeking to migrate to a fully integrated catalog management and curriculum management system.

The College anticipates implementing the new catalog and curriculum management system in phases. Phase I will include the catalog system for implementation by April 1, 2016. Phase II will include the curriculum management system for implementation by August 1, 2016. An optional piece, phase III will include the non-credit and continuing education catalog.

**Section 2 – Specifications:**

The successful bidder will be required to provide the College with a solution meeting the following criteria:

I. Catalog and Curriculum Management Integration – The catalog content management system and the curriculum workflow management system must:
   A. Be integrated with one another.
   B. Integrate with Ellucian Banner architecture.
   C. Reflect the brand, look, and feel of the college’s web-based presence and demonstrate an ability to change as the college’s branding changes.

II. Access – Both the catalog and curriculum management systems must:
   A. Be web based and be accessible via standard internet browsers, mobile devices, and tablets. Any exceptions to this must be explained fully.
   B. Provide full access 24 hours a day, 7 days per week.
   C. Support Central Authentication Service for Single Sign On to allow using College credentials for authentication and built in role based access for managing users permission.
   D. Be hosted remotely and provide 99% threshold for uptime and outages. Collaborative communication must be provided for expected outages due to upgrades and maintenance.
E. Provide user- and role-based permissions.
F. Notify approvers/contributors at workflow milestones and upon completion.

III. The catalog management software must:
   A. Be able to produce a full, static pdf catalog that can be downloaded and printed.
   B. Respond to date-sensitive changes (i.e. approval of a course revision in December not appearing until the effective date in late March/April).
   C. Be appealing and intuitive to end users who visit and navigate the site.
   D. Link back to the STLCC.edu site.
   E. Provide the ability to define standard approval paths for catalog edits, as well as exception-based paths when necessary.
   F. Provide editing features such as WYSIWYG, historical data on edits, database driven structure (for content that appears in more than one place), and access to archival content.
   G. Reflect best practices in catalog management.

IV. The curriculum management software solution and/or vendor of such software must:
   A. Allow accurate and accessible migration of data from previous vendor, including historic and deactivated proposals.
   B. Allow for multiple users and roles with multiple levels of access.
   C. Provide opportunity to store non-public and historical information regarding approval and implementation dates, CIP codes, etc.
   D. Allow scheduling of active vs. suspended days based upon the academic calendar.
   E. Move proposals through on a set schedule (i.e. time-specific hold periods).
   F. Allow the attachment of documents to the proposal.
   G. Facilitate the generation of forms and agendas.
   H. Make active course and program profiles viewable to the public (not just course descriptions).
   I. Provide a mechanism for selecting the effective date for curriculum modifications that is both standard and exception-based.
   J. Provide both standard and exception-based approval paths for curriculum proposals.
   K. Provide unique approval paths for different types of proposals (course, program, special topic, non-credit, etc.).
   L. Provide a mechanism to prevent multiple/duplicate submissions.
M. Pre-population of fields based upon master data sources.
N. Provide a search feature that is both intuitive and allows for specific search features.

V. The curriculum management solution must allow faculty and staff to:
   A. Work collaboratively on a proposal when necessary (multiple contributors to a proposal).
   B. Work within campus structures and across the district (approval queues).
   C. Print forms for committee and archival purposes.
   D. Select different options for re-routing proposals in the workflows for editing purposes.
   E. Provide comments that are visible to all users.
   F. Develop and submit the following types of proposals:
      1. New Course
      2. Revised Course
      3. New General Education Course
      4. Revised General Education Course
      5. New Program
      6. Program Revision
      7. Course deactivation
      8. General Education Course deactivation
      9. Program deactivation
   G. Enter/view the following within course proposal reports:

<table>
<thead>
<tr>
<th></th>
<th>Public Profile Report</th>
<th>Internal Profile Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Course Title</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Course Prefix</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Course Number</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Course Level</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Course Description</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Credit Hours</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Weekly Contact Hours</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>8. Requisites</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Question</td>
<td>Public Profile Report</td>
<td>Internal Profile Report</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>9. Submitted by</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>10. Campus of Origin</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>11. Reason for change</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>12. Summary of change</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>13. Programs that require this course</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>14. How will the change affect these programs?</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>15. Does this course replace an existing course?</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>16. Credit should not be given for XXX course if XXX course is taken.</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>17. What additional costs are associated with this proposal?</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>18. Student Learning Outcomes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>19. Standardized statement for students with disabilities</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>20. Minimum Requirements</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>21. Proposed effective date</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

H. Enter/view the following within program proposal reports:

<table>
<thead>
<tr>
<th>Question</th>
<th>Public Profile Report</th>
<th>Internal Profile Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Program Title</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>2. Type of Credential</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Campus(es) where offered</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Originating campus</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Program Description</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Need and reason for proposal</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Description of revision</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>8. Student Learning Outcomes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>9. Assessment tools or indicators used to measure student learning</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>10. Targets for Student Learning Outcomes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>11. How will the program use assessment data to improve student learning</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>12. Additional costs/resources required</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>-----------------------------------------</td>
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</tr>
<tr>
<td>13. Proposed effective date</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

I. Access a change report to view revisions to previously approved profiles.

J. Access program of study reports.

VI. Additional Features

A. Please provide information that may facilitate the assessment and data collection related to student learning outcomes in courses and/or programs.

B. Please provide information about capabilities to access working interactive agendas during committee meetings.

C. Please describe information about ad hoc reporting capabilities.

D. Provide information regarding the extent to which the products facilitate compliance with accreditation and/or regulatory issues.

E. Vendors are encouraged to provide information about features not specifically required.

VII. Implementation

A. The vendor must provide a project plan and timeline for implementation that complies with the established timeline provided in the background section.

B. The vendor must provide information about the number and expertise of team members dedicated to implementation at the College.

C. The vendor must provide information on the scope of training provided to College administrators and faculty members.

D. The vendor must provide sample of training materials provided to other clients.

E. The vendor must provide references from at least three other community college clients who have adopted these products within the past two years. If this is not possible, an explanation and/or substitution of similar clients may be acceptable.

F. The vendor must provide evidence of timely responses to problems and adequate technical support provided to other clients.

G. The vendor must specify what resources the College must provide to ensure a smooth implementation.

H. The vendor must describe the level of ongoing technical support that will be provided following implementation.

I. The vendor must provide a 24-month history of upgrades to the system and how those were communicated to vendors.
VIII. Selection

A. A selection committee will review all submissions.

B. Vendors may be invited to present their product(s) to the selection committee and at faculty/staff forums between October 5-23, 2015.

C. If the vendor is unable to provide required information as outlined above, a written explanation of the omission may be considered by the adoption committee.

D. The selection committee will begin reviewing submission on September 28, 2015 and review submissions until a vendor is selected.

Tentative Timeline:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>Release RFP</td>
<td>Friday, August 28, 2015</td>
</tr>
<tr>
<td>Last Date for Questions</td>
<td>Monday, September 14, 2015</td>
</tr>
<tr>
<td>RFP Closing Date/Time</td>
<td>Friday, September 25, 2015/2:00 pm CST</td>
</tr>
<tr>
<td>Committee Review of Responses</td>
<td>September 28 – October 2, 2015</td>
</tr>
<tr>
<td>Finalist(s) Presentations to Open Forums</td>
<td>October 5-23, 2015</td>
</tr>
<tr>
<td>Committee Final Review and Recommendation</td>
<td>October 26, 2015</td>
</tr>
<tr>
<td>Recommendation Submitted on Board Agenda</td>
<td>November 19, 2015</td>
</tr>
</tbody>
</table>

Section 3 – Submission of Bid Responses:

All bidders must provide the following information in their response:

1. Description of your firm, its history and size, credential and/or certifications, the locations in which it operates and the number of employees.
2. A comprehensive description of the product or service.
3. An itemized list of all services and/or functions that will be provided.
4. Provide customer service hours.
5. Provide your complete fee structure(s) and payment schedule based on implementation deliverables for all applicable services/software.
6. Provide annual maintenance fees and escalations.
7. Vendors must also provide their policy for fee reductions when the solution does not perform as documented.
8. Provide any other relevant information concerning your firm of your proposed service that you believe may be helpful to the College in evaluating your proposal.
Contact for Information for Questions

All questions regarding this RFP should be submitted in writing to Stlccbids@stlcc.edu.

Addenda will be issued to answer all questions that are submitted in writing; all addenda will be provided to all known potential bidders and posted on the College’s website at www.stlcc.edu/purchasing. Bidders must check the College’s website prior to submission of responses to ensure all addenda are reviewed, signed and submitted with bid responses.

In order to provide an opportunity for bidders to consider all information prior to the submission deadline, all questions are to be submitted by September 14, 2015.

Unless otherwise amended, the deadline for submission of proposals is September 25, 2015 at 2:00 PM CST.

Proposals may be submitted via email at Stlccbids@stlcc.edu. The “Subject” field must be labeled “B0003460 Response”.

EVALUATION PROCESS: The award of a contract resulting from this RFP shall be based on the best proposals received in accordance with the following criteria:

1. Experience and Reliability of Proposers Offer
2. Capabilities, past experience, and references for similar work
3. Cost Proposal for Services

Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the proposal.
Section 3 – Administrative Details and Checklist

1. This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

3. The College reserves the right to accept other than the lowest fees quoted.

4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College’s Board of Trustees.

5. The College’s Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

7. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law.

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? ____________________________________________________________________________
GENERAL TERMS AND CONDITIONS

1. **CONTRACT PERIOD**
The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. **REVISIONS TO THE SCOPE OF WORK**
In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. **COORDINATION OF ACTIVITIES**
The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. **CONFIDENTIALITY**
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. **REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL**
The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor’s replacement of such personnel while under contract with the College. The contractor agrees and understands that the College’s agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor’s proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better that originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

6. **CLARIFICATION OF CONTRACT**
The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor’s proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

7. **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.

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

9. **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.

10. **INSURANCE/INDEMNIFICATION**
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor
agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

11. INSURANCE/CERTIFICATES & LIMITS
The following insurance shall be taken out and maintained at the Contractor’s expense:

A. Workers’ Compensation and Occupational Diseases shall have statutory limits.

B. Employers’ Liability shall be in an amount not less than $100,000 (Coverage B).

C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the “Hold Harmless Agreement” must be fully insured under this policy for the liability limits set forth above.
   Contractor’s Protective Liability coverage must be included for the liability limits set forth above. The Contractor’s Comprehensive General Liability Insurance shall include and provide:

   1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.
   2. A broad form property damage endorsement.
   3. Completed operations liability.
   4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.

D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES
The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS
Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD
The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor’s work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION
Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day’s prior written notice.

16. CONTRACTOR INSURANCE
Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.

17. COLLEGE LIABILITY
The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all

St. Louis Community College Request for Proposal B0003460  Page 13 of 17
claims made by any employee who may be injured on the College’s property by any cause to the extent attributable to the Contractor’s negligence and from all costs arising from such claim or claims including court costs and reasonable attorney’s fees.

18. **SAFETY**

It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

19. **COMPLIANCE WITH APPLICABLE LAWS**

The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

20. **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 Amendment Act and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

21. **ASSIGNMENT OF AGREEMENT**

The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. **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.

23. **COMPLETE AGREEMENT**

The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
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 Catalog and Curriculum Management System, as more fully described in B0003460 (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 ______________, 2015

__________________________________________

STATE OF MISSOURI  )
COUNTY OF __________  ) SS.

On this____ day of _____________ in the year 2015, 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: