



INSTRUCTIONS TO ALL BIDDERS

B0002983

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 must be sealed and delivered to the Department of Purchasing, 300 S. Broadway, St. Louis, MO 63102 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.**
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 # B0002983

COORDINATOR/BUYER: Irma Wittendorfer (314) 539-5226

DATE ISSUED: February 1, 2012

ITEM/SERVICE REQUESTED: Contract for Live Plant Stock, Planting Supplies, Ground Covers and Landscaping Materials

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: February 15, 2012 @ 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):

- | | | |
|--|--|---|
| <input type="checkbox"/> College Center
300 South Broadway
St. Louis MO 63102 | <input checked="" type="checkbox"/> Forest Park
5600 Oakland Avenue
St. Louis MO 63110 | <input checked="" type="checkbox"/> Florissant Valley
3400 Pershall Road
St. Louis MO 63135 |
| <input checked="" type="checkbox"/> Meramec
11333 Big Bend Blvd.
Kirkwood MO 63122 | <input checked="" type="checkbox"/> Wildwood
2645 Generations Drive
Wildwood MO 63040 | <input checked="" type="checkbox"/> SCEUC
4115 Meramec Bottom Road
St. Louis MO 63129 |
| <input checked="" type="checkbox"/> Other: Harrison
3140 Cass Ave
St. Louis, MO 633106 | <input checked="" type="checkbox"/> 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)

Bid is accepted for the College by:

(Signature)

(Title)

Items/Sections Accepted:

B0002983

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 Year with option to renew for a second and third year

Requested Contract Start Date: March 30, 2012

Estimate of Contract Quantity or Dollar Expenditure: NOT TO EXCEED \$35,000 ANNUALLY

Contract Liaison Person (to be completed by bidder):

(Name/Title)

E-mail address

(Telephone)

SPECIFICATIONS AND PRICING:

St. Louis Community College is soliciting bids to establish a contract for the purchase of live plant stock, planting supplies, ground covers and landscaping materials for use by the Grounds departments at all College locations.

SCOPE OF BID

The College is requesting pricing for material in two areas: 1) General Discounts which are applied to a published price lists for all items offered but not specifically priced, and 2) Sample Pricing for specific items listed here in. The sample-pricing portion gives bidders a chance to offer additional discounts on items the College has typically purchased in the past.

All plants are to be picked-up or delivered damage, disease and insect free in disposable containers suitable for the size/type of the plant. All trees are to be specimen type, evenly branched with balanced foliage in earth balls that meet National Arborist Association standards.

BID AWARD & RESERVATIONS

The College reserves the right to award this contract on a section-by-section or all-or-nothing basis, which ever is deemed by the College to be in it's own best interest.

The College reserves the right to award this contract to multiple bidders.

The College reserves the right to make the final product selection from those offered for sale to the College and to reject any plant it deems unacceptable.

EVALUATION CRITERIA

Several factors will be weighed to determine the successful bidder(s). Besides price, the College reserves the right to consider other issues such as length of warranty, quality of selections, range of products offered, distance from College and delivery services in the evaluation of this bid.

REQUIRED DOCUMENTATION

As a condition of award, the successful bidder(s) must, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. Every such business entity shall **sign an affidavit** affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contract. [RSMO 285.530 (2)] (**See Attachment A**)

All bidders offering installation are advised to review the workman's compensation liability and insurance requirements as stated in Section 19(a), of the Terms and Conditions for this bid. Satisfactory "proof of insurance" will be required from the recommended successful bidder prior to the approval of said contract by the College's Board of Trustees. Failure to provide these items in a timely manner may result in the removal of your firm's bid from further consideration.

SPECIFICATIONS AND PRICING:

SECTION I. – GENERAL DISCOUNTS

In the following section we have identified several categories of products that the College has purchased in the past. Please list the discount percentage off of the base price that your firm is offering, the source/origin of the base price (name/title, date and frequency of publication) and the warranty that accompanies the original purchase. ***A sample of your most recently published price list must accompany your bid response.*** Failure to do so may eliminate your firm's bid from further consideration.

State below what kind of guarantee your firm is offering for all products offered, including any applicable restrictions.

ITEM	DESCRIPTION	DISCOUNT	TYPES OFFERED
A	TREES: SHADE Warranty Offered: _____	_____ %	_____ _____ _____
B	TREES: BLOOMING Warranty Offered: _____	_____ %	_____ _____ _____
C	EVERGREENS Warranty Offered: _____	_____ %	_____ _____ _____
D	BROADLEAF EVERGREENS Warranty Offered: _____	_____ %	_____ _____ _____
E	PERENNIAL PLANTS/FLOWERS Warranty Offered: _____	_____ %	_____ _____ _____
F	ANNUAL PLANTS/FLOWERS Warranty Offered: _____	_____ %	_____ _____ _____
G	ORNAMENTAL GRASSES Warranty Offered: _____	_____ %	_____ _____ _____
H	VINES Warranty Offered: _____	_____ %	_____ _____ _____
I	GROUND COVERS (Rock, Mulch, Sand, Soil, etc...)	_____ %	_____ _____ _____

SPECIFICATIONS AND PRICING:

SECTION II.B – SAMPLE PRICING BULK GROUND COVER

Following is a list of material and related items that the College has purchased in the past for ground cover/decoration and turf development. Please provide your current selling price for these items.

Description	Price per UOM	Unit Of Measure
Mulch:		
Dark Oak (Double Ground Hardwood)	\$ _____	_____
Dark Cedar (Shredded)	\$ _____	_____
Dark Cedar (Double Ground)	\$ _____	_____
Sand:		
Playground Grade (Meramec Sand)	\$ _____	_____
Fine Grade (Mississippi Sand)	\$ _____	_____
Wood Chips:		
Pine	\$ _____	_____
Soil:		
Top Soil (Clean)	\$ _____	_____
Fill Dirt	\$ _____	_____
Rock:		
(List Types) _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Block:		
(List Type _____	\$ _____	_____
& Size) _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Timbers:		
(List Type _____	\$ _____	_____
& Size) _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Sod:		
(List Type Tall Fescue (Size: _____)	\$ _____	_____
& Size) _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

SPECIFICATIONS AND PRICING:

SECTION III. - COMPANY PROFILE

1. Which description(s) **best** identifies your company's position as a seller of planting material:

GROWER _____ WHOLESALER _____ DISTRIBUTOR _____ RETAILER _____

2. How many years has your company been in this type of business? _____

3. How many employees are currently employed by your firm: Full Time (____) Part Time (____)

4. List your firm's regular business hours: _____

5. MINIMUM ORDER: Does your firm have a minimum quantity/dollar amount? _____

6. SHIPPING CHARGES: Indicate shipping charges, if any, for local delivery: _____

7. DELIVERY SERVICES: Please indicate the mode of transportation to be used for delivering to the College (i.e.: company owned vehicle, contracted local delivery service, national parcel delivery service, OTR, etc...). _____

8. PROXIMITY: Please provide the distance from your firms nearest distribution location point to each of the following College locations::

A.) STLCC at Cosand Center
Joseph P. Cosand Center
300 South Broadway
St. Louis, MO 63102-2810

B.) STLCC at Forest Park
5600 Oakland Avenue
St. Louis, Missouri 63110-1393

C.) STLCC at Meramec
1133 Big Bend Blvd.
Kirkwood, MO 63122-5799

D.) STLCC at Florissant Valley
3400 Pershall Road
St. Louis, Missouri 63135

E.) South County Ed & University Ctr.
4115 Meramec Bottom Road
St. Louis, MO 63129

F.) Corporate Center
3221 McKelvy Road
Bridgeton, MO 63033

G.) STLCC at Wildwood
2645 Generations Drive
Wildwood, MO 63040

H.) Harrison Center
3140 Cass Avenue
St. Louis, MO 63106

Number of Miles to: A.) ____ B.) ____ C.) ____ D.) ____ E.) ____ F.) ____ G.) ____ H.) ____

SPECIFICATIONS AND PRICING:

SECTION III. - COMPANY PROFILE (cont'd)

9. ORDERING PROCEDURES: Please provide the required information for placing orders with your firm:

() Phone: Contact Name: _____ Phone No.: _____

() Fax: Contact Name: _____ Fax No.: _____

() Will Call: Hours open for Pick-up by College personnel: _____

10. Does your company provide planting services?* Yes () No ()

If yes, please state your policy and labor rates: _____

11. Does your company provide landscaping services?* Yes () No ()

If yes, please state your policy and labor rates: _____

(*) If the successful bidder offers installation/landscaping services, the appropriate Limits of Liability (as required in the College's Terms and Conditions: Paragraph 19a – attached here to as Page 9 of 9 Pages) must be carried. Proof of Insurance will be required prior to beginning any work.

12 ESCALATION: Pricing to be firm for 1st year.

2nd Year Firm Yes _____ No _____, If No, Max. Escalation _____ %

3rd Year Firm: Yes _____ No _____, If No, Max Escalation _____ %

- 1. CONTRACT TERMS** The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract notwithstanding 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 changes on invoice with bill of lading attached.
- 3. TIME OF DELIVERY** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.
- 4. INSPECTION AND ACCEPTANCE** No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be 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 or 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 and minimum bodily injury limits of \$2,000,000.00 each person and \$2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.
- 20. INDEMNIFICATION** The Supplier shall indemnify, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, sub-suppliers or employees.
- 21. Changes** The Manager of Purchasing may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place or delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Manager of Purchasing in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.
- 22. COMPLETE AGREEMENT** The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
- 23. YEAR 2000 COMPLIANCE** The Supplier warrants that each hardware, software and firmware product delivered under this Contract, without limitation, shall be able to accurately process data, including, but not limited to, calculating, recording, reporting and sequencing, from, into and between the twentieth and twenty-first centuries, including leap year calculations, 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 product properly exchange data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products of a system. The Supplier shall demonstrate to the satisfaction of the College the product to perform the aforementioned date functions. The College may, prior to acceptance, require the Supplier to demonstrate to the satisfaction of the College the capability of a product to perform the aforementioned date functions. Failure to meet this requirement is a defect and the College may decline to accept the product or service. In that event, the Contract shall be terminated automatically and the vendor shall return any sums the College may have paid to the seller. This Year 2000 warranty and remedy shall be in addition to any other which may be provided with respects to defects other than Year 2000 performance. It shall not be limited by any disclaimers or limitations elsewhere contained in the Contract.

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to the state of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.


As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e. g., St. Louis Community College) to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services: and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at www.uscis.gov 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 the provision of A CONTRACT FOR LIVE PLANT STOCK, ETC. as more fully described in bid proposal No. B0002983 (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.

