INVITATION FOR BID NUMBER B0003019

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

SPECIFICATIONS

FOR

Four (4) GEM Electric Vehicle Model e2 (2012 or better)

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

IFB OPENING DATE: Friday, May 18, 2012
IFB OPENING TIME: 3:00 p.m., local time

Date Issued: May 3, 2012
ST. LOUIS COMMUNITY COLLEGE FAX BID FORM
FAX NO. (314) 539-5409

General Requirements

St. Louis Community College (the "College") requires that all bids be signed by a duly authorized representative of the bidder and received in the College's Purchasing Department by fax (FAX 314/539-5409) on or before the time and date of the bid opening specified below or their BID MAY BE REJECTED.

The College retains the right to reject any and all bids, to award a bid on an item-by-item or all-or-nothing basis, and to make the sole determination of what constitutes an acceptable equal product. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College's specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request.

The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College's list of bidders in good standing.

INVITATION FOR BID #: B0003019

DATE & TIME OF BID OPENING: Friday, May 18, 2012 @ 3:00 PM LOCAL TIME

Item/Service Requested: Four (4) New GEM Electric Vehicles Model e2 (2012 or better)

Purchased For: College Police Departments at Meramec, Florissant Valley, Forest Park

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

College requests ship date of: Two Weeks ARO

Bidder quotes ship date of: ______/______/______

Freight: $__________

Bidder guarantees quotation for ________ calendar days from bid closing date.

________________________________________________________________________

(Seller - Company Name)

FEDERAL TAX ID#: ____________

(Company Address)

________________________________________________________________________

(City/State/Zip Code)
St. Louis Community College is soliciting a bid for four (4) new GEM Electric Vehicle Model e2 (2012 or better) for use by the College campus Police Departments.

Should an alternate brand/model be offered in bid, complete written specifications must accompany this bid or bid may be disqualified. The College must be able to inspect the vehicle offered for evaluation purposes after the bid has been opened. The College reserves the sole right to make the decision as to which bid meets the needs of the College.

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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY.</th>
<th>TOTAL PRICE</th>
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<tr>
<td>1.</td>
<td>GLOBAL ELECTRIC MOTORCAR</td>
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<td>GEM Electric e2 Base, 2 Seater, Electric Vehicle</td>
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INCLUDING THE FOLLOWING OPTIONS:
- Color: Midnight Metallic Paint
- Trunk Back
- Hard Doors
- Rugged Bumper Front/Rear
- High/Low Beam Headlight
- Fast Charger
- Rear Window Insert & Mirror
- Dash Mounted Fan
- Maintenance Free Gel Batteries
- 7 HP Motor

Make/Model/Year Offered
Warranty Offered

MEETING THE FOLLOWING SPECIFICATIONS OFFERED IN BID
KEY STANDARD FEATURES:
- Ergonomic seating for 2
- Grab Handles
- 72 volt battery system with onboard charger
- Accessory Outlet
- Interior Dome Light
- Hazard Lights
- Warranty: 2 year bumper to bumper Warranty

SPECIFICATIONS:
- Curb Weight: 1,120 lbs
- GVW: 1,850 lbs
- Payload Capacity: 730 lbs
- Length, Height & Width: 99”, 70”, 55”
GEM c2 Vehicle (Cont.)

MEETING THE FOLLOWING SPECIFICATIONS OFFERED IN BID

- Wheelbase: 72"
- Cubic Feet of Cab: 47ft
- Turning Radius: 12 Ft
- Tires: 12-inch street-rated
- Range: Up to 35 miles
- Top Speed (High Mode) 25mph
- Top Speed (Low Mode) 15 mph
- Rack-and-Pinion Steering
- DC motor with torque
- Zero tailpipe for indoor or outdoor
- 4-wheel braking
- Corrosion resistant
- Aluminum frame
- 55" wide cab
- Tinted Auto-Glass Windshield
- LCD Instrument Panel
- Street Rated Tires
- 3-point seatbelts
- Suspension with over-shock

Freight/Delivery

1

$______

Delivery: Car 1 – to Meramec @ 11333 Big Bend Blvd. St. Louis, Mo 63122
Car 2 – to Forest Park @ 5600 Oakland Ave., St. Louis, MO 63110
Car 3 – to Florissant Valley @ 3400 Pershall Ave., St. Louis, MO 63135
Car 4 - to be determined (May be the Wild Wood location)

Any other fees?

$______

TOTAL BID

$______
1. CONTRACT TERMS The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract and not by 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 accepted by 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.

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 hereunder 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 thereunder.

5. PACKAGING The College will not be liable for any charges for dunnage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

6. SUPPLIERS WARRANTIES Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to and each and every specification, drawing, sample or other description which is furnished to or 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.

7. QUANTITIES The College assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

8. INVOICES The delivery of materials and services in accordance with 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 in full only. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

9. INTELLECTUAL PROPERTY Supplier guarantees that the articles described herein and the sale or use will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified claim of 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.

10. FORCE MAJEURE Neither party shall be liable to the other for non-performance or delay in performance of this Contract due to Acts of God or to the public enemy, riots, strikes, floods, exclosures, wars, or to any other cause of a similar character beyond their control and without its fault or negligence.

11. 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.

12. 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.

13. 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.

14. LAW GOVERNING THIS CONTRACT This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of law principles.

15. 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.

16. 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.

17. NOTICE OF COMPLETE DELIVERY Any notice by the College relative to any part of this Contract will be written 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.

18. INSURANCE (a) Insurance Requirements The College shall secure at his 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 $2,000,000.00 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 nature, and for any character occasioned on account of negligence of Supplier or his agents, servants, or employees, or in connection with the goods in the possession of the Supplier. The College 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.

19. 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.

20. CHANGES The Manager of Purchasing may 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 of 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 College 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.

21. COMPLETE AGREEMENT The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereinafter 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.

22. 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 and into 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 data functions. The College may, at its option, require a test of the product to perform the aforementioned data functions. Failure to meet this requirement is a default and the College may decline to accept the product and/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 limitations or disabilities elsewhere contained in the Contract.