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 314/539-5494) 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 #: _B0002741_ 
Date Issued: _8/19/10_

DATE & TIME OF BID OPENING: _Monday, August 30, 2010_ @ _3:00 PM_ LOCAL TIME

Item/Service Requested: _Four (4) Kawai UST-9 Institutional Studio Pianos w/ Bench_ 

Purchased For: _Music Department, Meramec, 11333 Big Bend Blvd., St. Louis, MO 63122_

Coordinator/Buyer: _Irma Wittendorfer_ 
Telephone: _314-539-5226_

College request ship date of: _2 weeks ARO_ 

Bidder quotes ship date of: _____/ _____/ ______, 

Freight: $ ________________ 

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

FOB Point: ________________

Authorized Signature: ____________________________ 
(SELLER - Company Name)

(Printed Name and Title) 
FEDERAL TAX ID#: ____________________________

EMAIL: ____________________________
(Company Address)

(Area Code/Telephone # / FAX #) ____________________________
(City/State/Zip Code)
St. Louis Community College is soliciting bids for the purchase of four (4) new upright UST-9 Institutional Studio Pianos with bench for use by the Music Department located at the Meramec campus.

Request “No Substitution” as these pianos will be in addition to the number of Kawai UST-9’s already in place which are in an instructional classroom environment. Should an alternate model be offered in bid, complete written specifications must accompany this bid, or bid may be disqualified. The College reserves the sole right to make the determination of whether any alternate model offered in bid meets specifications.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
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<tbody>
<tr>
<td>1. UPRIGHT UST-9 INSTITUTIONAL Studio Piano w/Bench</td>
<td>4</td>
<td>$__________</td>
<td>$___________</td>
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**MEETING OR EXCEEDING THE SPECIFICATIONS OFFERED IN BID**

- NEW PIANOS, NO DEMOS OR REFURBISHED
- Millennium III Action™ with ABS Carbon Fiber
- ABS Styron low friction action parts/16% faster than conventional wood action and resistant to climatic and seasonal changes in temperature
- Sturdy back assembly for stability
- Ribs: 9; Laminated Back Posts: 5
- Laminated back posts support plate and maintain structural integrity/provide maximum rigidity for enhanced tuning stability and performance
- Angled Music Rest for Support
- Reinforced Bench for Durability
- Soundboard and ribs: solid spruce/large Soundboard
  - Area: 2,062 sq. in.
- Height x Width x Depth: approx. 46” x 59” x 25”
- Weight: approx. 477 lbs
- #1 String: 45”
- Area: 2062 sq. in.
- Hammers: Underfelted
- Center Pedal: Bass Sustain
- Casters: Double Rubber Wheels and Double Ball Bearing Construction at both front and rear of piano
- Locks: Lid and Fallboard--Double Locking System
- Color: Prefer Ebony Satin (Black)
MEETING OR EXCEEDING THE SPECIFICATIONS OFFERED IN BID

- Matched Strength Plate Design: Cast iron plate for upright piano is subjected to as much as 20 tons of string tension. Plates withstand this 20 tons of stress by use of CAD technology to match strength and natural tonal resonances of the plate to the requirements of the scale design. Proper combination of plate design, back post structure and string tension proves an extraordinary foundation for outstanding tone.

- Pinblocks: finished to the highest quality standards to ensure maximum tuning stability. Made of hard rock maple and utilize machine-cut thread, reverse-torque tuning pins for easy tuning.

- Cast Brass Pedals: Square tube pedal levers - extremely resilient of permanently bonded brass finish over a die-cast aluminum core. Stronger than “capped” upright piano pedals

- WARRANTY: TEN (10) FULL YEARS fully Transferable

2. Shipping/Delivery/Set up Charges: $________________

TOTAL BID $________________
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 the 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. Origin with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepare 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 constitute an exclusive legal, equitable or contractual remedy the College may have against Supplier or 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.

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 design or use of Supplier’s products. 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 losses or damages 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.

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 $1,000,000.00 general aggregate. Said policy shall further include and hold harmless the College and its directors, officers, employees and agents from any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of design or use of Supplier’s products. Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.

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, costs, actions of, 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 College. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 and minimum bodily injury limits of $2,000,000.00.00 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.

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

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