REQUEST FOR PROPOSAL NUMBER B0003061

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

SPECIFICATIONS
FOR
MANAGEMENT AND OPERATION OF MOBILE TECH CENTER

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

RFP CLOSING DATE: Wednesday, October 31, 2012
IFB CLOSING TIME: 3:00 p.m., local time

Date Issued: October 3, 2012
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. Bids may be submitted by email to cgreen2@stlcc.edu on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)

4. All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid. Bidders are to sign and include all addendums with each bid being submitted.

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

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

DELIVERY AND INVOICING INFORMATION

1. Invoices must be submitted in duplicate to: Accounts Payable
   St. Louis Community College
   300 S. Broadway
   St. Louis, MO 63102

   Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

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

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
REQUEST FOR PROPOSAL B0003061

BUYER: Cynthia Green  (314) 539-5227

DATE ISSUED: October 3, 2012

ITEMS/SERVICE REQUESTED: Operation and Management of Mobile Tech Center

E-bids will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE & TIME BID WILL BE OPENED AND READ: October 31, 2012 at 3:00 p.m., Local Time

If this bid is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Requested Delivery: As Needed

Payment Terms: _______ F.O.B.: origin _______ Destination _______
(unless otherwise stated, terms will be Net 30)

Est. Freight Charge: _______ Telephone: _______ Fax: _______

Prices quoted are guaranteed for ______ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (120 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, BID WILL BE DISQUALIFIED.

(SIGNATURE)  Cynthia Green, Assistant Controller

items/Sections Accepted:

(SIGNATURE)  Cynthia Green, Assistant Controller
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: Two (2) full years, and six (6) months, with one (1) optional renewal year

Requested Contract Start Date: January 1, 2013
Requested Contract End Date: June 30, 2014
Estimate of Contract Quantity or Dollar Expenditure: Estimated at $200,000.00 annually

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

Tel No. ___________ Fax No. ______________
(Telephone)

E-mail address ____________________________
I. **General Services Required**

St. Louis Community College, hereinafter called “The College” is soliciting proposals to establish a contract to provide services for the management and operation of the Mobile Tech Center, as outlined below.

1) Turnkey management program for the St. Louis Community College (SLCC) Mobile Tech Center,
2) Tow vehicle lease/rent, and
3) Field staffing

**Description of Mobile Tech Center**

The Mobile Tech Center is a self-contained, interactive education and presentation vehicle created to make prospective students aware of the careers and technical training available to them through St. Louis Community College. All events – high school visits, work venues and community activities – are scheduled through the Division of Career and Technical Education at St. Louis Community College. This unit is scheduled for over 100 events per year and serves approximately 11,000 participants per year. The Mobile Tech Center includes facilities for introducing students and the general public to St. Louis Community College program offerings and also provides faculty in key program areas with space for promoting their programs through hands-on learning activities. The College has a variety of program staff from across the district that uses the Mobile Tech Center with the vision to take science and advanced technology to the community.

**Services Required**

To achieve the Mobile Tech Center goals and objectives for the upcoming year, the successful bidder will be required to provide the following services:

1) Turnkey management and operation for a 12-month period including:
   a. Agency certification by the Department of Transportation.
   b. Qualified operator with DOT required medical card, pre-hire drug screen, and criminal background check.
   c. Insurance coverage, including but not limited to:
      i. Event liability coverage: $2,000,000.00
      ii. Vehicle coverage for liability, collision, and theft.
      iii. Coverage for SLCC Mobile Tech Center trailer and equipment while in the “care, custody, and control” of the vendor.
   d. Coordination and facilitation of approximately 100 events for St. Louis Community College.
   e. All related operation, routine upkeep, and routine maintenance, including fuel for the unit.
Services Required (continued)

f. Scheduling management to meet the obligations included in the official Mobile Tech Center calendar as set by the staff in the Division of Career and Technical Education.
g. Quarterly reports on Mobile Tech Center events.

2) Tow vehicle for transportation of the STLCC Mobile Tech Center trailer to and from events, including properly identified DOT operator markings pursuant to 49 CFR 390.21 FMCSR (Federal Motor Carrier Safety Regulations).

3) Field Staff to drive, maintain, and set-up the Mobile Tech Center for all scheduled events.

4) Maintain and repair Mobile Tech Center to meet DOT requirements and extend the life of the equipment.

Exclusions

The College’s Division of Career and Technical Education serves as the administrative entity for the Mobile Tech Center. The College will require all Mobile Tech Center requests for services to be processed and approved by the Mobile Tech Center (MTC) Assistant at the College. Exceptions to this policy may include:

- Routine maintenance on the Mobile Tech Center: including upgrades or repairs, wheel maintenance, washings, etc.
- Routine maintenance on the Mobile Tech Center generator: including regular oil changes and other generator maintenance needs.

Failure to comply with this requirement may result in the College’s denial of payment for invoices submitted without prior approval.

II. Service Region

An average of 11,000 participants visits the Mobile Tech Center each year. The College serves (a) all populations within the College district, (b) populations as requested throughout the state of Missouri, and (c) participants at various national conferences across the United States, including Austin, Texas; Kansas City, Missouri; and Indianapolis, Indiana.
II. Service Region (continued)

Below is a summary of the number of events, hours and participants the Mobile Tech Center has served over the past four (4) years. This information is being provided to give bidders a better understanding of the usages of the vehicle on an annual basis.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Number of Events</th>
<th>Estimated Hours</th>
<th>Event Audience</th>
<th>MTC Visitors</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 09 (July 2008-June 2009)</td>
<td>138</td>
<td>656</td>
<td>71,202</td>
<td>16,860</td>
<td>6,810</td>
</tr>
<tr>
<td>FY 10 (July 2009-June 2010)</td>
<td>104</td>
<td>479</td>
<td>33,231</td>
<td>7,940</td>
<td>4,424</td>
</tr>
<tr>
<td>FY 11 (July 2010-June 2011)</td>
<td>94</td>
<td>434</td>
<td>76,252</td>
<td>11,324</td>
<td>5,297</td>
</tr>
<tr>
<td>FY 12 (July 2011-October 2012)</td>
<td>94</td>
<td>415</td>
<td>129,254</td>
<td>9,434</td>
<td>3,402</td>
</tr>
</tbody>
</table>

III. Submission of Proposals

The following requirements must be met in order for the proposal to be considered:

A. All proposals shall include a comprehensive list of the services the bidder is qualified to provide to the College.

B. All proposals shall include a complete and concise description of the firm’s overall mobile event marketing experience, capabilities and areas of expertise as they relate to the stated requirements of this Request for Proposal along with a copy of the firm’s most recent financial statement.

C. All proposals shall include a list of all key staff that would be assigned to work on the College’s contract and their relevant experience.

D. All proposals shall include a comprehensive pricing summary for key services to be included in the contract.

E. All proposals shall include at least three (3) professional references, including name and telephone numbers of the person(s) the College may contact.
III. Submission of Proposals (continued)

G. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states:

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.

The affidavit included in Attachment A must be completed and notarized to meet this provision.

Timetable

The College anticipates that the following schedule will govern the process of selecting the Contractor(s) for the services called out for in this Request for Proposal. All potential bidders are expected to meet all deadlines for submission of materials.

<table>
<thead>
<tr>
<th>SCHEDULED ACTION</th>
<th>ANTICIPATED ACTION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposal Issued</td>
<td>October 3, 2012</td>
</tr>
<tr>
<td>Tour of Mobile Tech Center</td>
<td>October 10, 2012</td>
</tr>
<tr>
<td>Deadline for Receipt of questions from Potential Responding Bidders</td>
<td>October 24, 2012</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>October 31, 2012</td>
</tr>
<tr>
<td>Notification of Recommendation(s) for Award</td>
<td>November 12, 2012</td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td>January 1, 2013</td>
</tr>
</tbody>
</table>

1. Late proposals will be automatically rejected.
2. All proposals must be signed.
3. Modification of proposals may be made in writing prior to the scheduled opening of all proposals on **October 31, 2012 at 3:00 p.m. local time.**

Tour of College Mobile Tech Center

An opportunity for prospective bidders to tour the Mobile Tech Center will be provided on **October 10, 2012 from 3:00 to 4:30 p.m. at the Meramec Campus in Parking Lot Q.** Bidders are advised that the College will not provide those who fail to attend with alternate opportunities to obtain information which will be made available during the tour.
**Bidder’s Contact for Information**

Questions pertaining to the Request for Proposal should be submitted to:

Name: Cynthia Green  
Title: Assistant Controller  
Address: St. Louis Community College  
300 South Broadway  
St. Louis, MO 63102  
E-mail: cgreen2@stlcc.edu  
Phone/Fax: (314) 539-5227

The College will respond to all questions in an addendum which will be forwarded to all potential bidders prior to the bid opening date and time.

**Submission Deadline**

The current due date and time for submitting a signed bid response is October 31, 2012, at or before 3:00 p.m. local time. Potential bidders are advised that all late bids will be rejected. Potential bidders are also advised that all unsigned bids will be rejected.

Proposals may be submitted by email to cgreen2@stlcc.edu, mailed or delivered only to:

Office of Purchasing  
Attn: Bid Proposal B0003061  
St. Louis Community College  
300 South Broadway  
St. Louis, MO 63102

Proposals must be signed by an individual legally authorized to bind the company offering the bid. If multiple proposals are offered, each proposal must be individually signed.

The College, at its sole discretion, reserves the right to make the final decision on which bid submitted best meets its need.

**H. Evaluation of Bids**

All fully qualified bids will be read for content, evaluated and given preliminary scores. The evaluation of the bids will consist of 100 possible points in the following areas:

- Experience and qualifications of the bidder and references (25 points)  
- Services provided by the bidder (25 points)  
- Cost (including direct and indirect fees and any applicable service charges) (50 points)
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? _________________________________
TERMS AND CONDITIONS OF PURCHASE

1. CONTRACT TERMS The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract not withstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. TRANSPORTATION CHARGES The College will not accept “Collect” shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include 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 the will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.
11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. **ASSIGNMENT OR SUBCONTRACT** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College’s written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. **TERMINATION OF CONTRACT** The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier’s Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

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

16. **COMPLIANCE WITH APPLICABLE LAWS** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. **NON-DISCRIMINATION IN EMPLOYMENT** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

18. **NOTICE AND SERVICE THEREOF** Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. **INSURANCE** (a) Insurance Requirements The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of Best’s Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen’s Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance covering the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 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.
TERMS AND CONDITIONS (CONTINUED)

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 extend that the damages are caused by any act or omission of the Supplier or its agents, subsuppliers or employees.

21. Changes  The Manager of Purchasing may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place or delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Manager of Purchasing in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.

22. COMPLETE AGREEMENT  The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
ATTACHMENT A

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS

REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

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

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

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

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

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services: and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at www.uscis.gov scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT
The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about _________________, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of Operation and Management of Mobile Tech Center, as more fully described in B0003061 (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 _______________, 2012.

________________________________________

STATE OF __________ )
COUNTY OF __________ ) SS.

On this____ day of __________ in the year 2012, 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.

________________________________________
Notary Public

My Commission Expires: