INVITATION FOR BID NUMBER B0003090

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

SPECIFICATIONS

FOR

Forest Park 44th Annual Academic Service Awards Banquet,
Friday, April 26, 2013

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

IFB OPENING DATE:  Friday, October 5, 2012
IFB OPENING TIME:  3:00 p.m., local time

Date Issued:  September 24, 2012
ST. LOUIS COMMUNITY COLLEGE FAX BID FORM Fax No. 314-539-5225

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 (FAX 314/539-5225) on or before the time and date of the bid closing specified below or BID SHALL 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 bid, they must include complete written specifications or 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 closing 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 NUMBER: B0003090 Issued On: 09/24/12

DATE & TIME OF BID CLOSING: Friday, October 05, 2012 at 3:00 p.m. LOCAL TIME

Item/Service Requested: Forest Park 44th Annual Academic Service Awards Banquet, Friday, April 26, 2013

Issued for: Forest Park Student Affairs, 5600 Oakland Avenue, St. Louis, MO 63110

BUYER: Irma Wittendorfer Buyer’s Telephone: (314) 539-5226

College request ship date of: April 26, 2013

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

Freight: $ ____________________________

Payment Terms: ____________________

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

________________________________________________ __________________________________________________
(Authorized Signature) (Company Name)

________________________________________________ __________________________________________________
(Printed Name and Title) (Company Address)

________________________________________________ __________________________________________________
(Area Code/telephone # / FAX #) (City/State/Zip Code)
ST. LOUIS COMMUNITY COLLEGE IS SOLICITING BIDS FOR FACILITIES (CENTRAL CORRIDOR) FOR THE
FOREST PARK CAMPUS 43rd ANNUAL ACADEMIC/SERVICE AWARDS BANQUET.

DATE AND TIME OF THE FUNCTION:  
**Friday, April 26, 2013**

6:00 p.m. to 10:00 p.m.

(allowable set up time: 4-5:30 p.m. Doors open at 5:30 p.m)

Registration area should be ready to go by 11 a.m.

APPROXIMATE NUMBER OF PEOPLE ATTENDING:  
**Approx. 550+ people**

TABLE SET UP:
- Tables are to be in rounds of 8 -10-with centerpieces, Head table on riser to accommodate 20
- Aisle down the middle of the set room
- Head table on riser to accommodate 20 people with table top lighted podium
  and microphone in center, 10 places on each side of podium.
- One (1) eight foot rectangular table for awards by standing mic.
  to be skirted with different color fromskirting on head table.
- Registration area with four (4) 8’ tables and ten (10) chairs
  skirted table – set up by 11 a.m.
- Water – coffee service set up by 4:30 p.m. for Registration area only.
- This event to take up the **Entire Grand Ballroom**

OTHER SET UP NEEDS:
- Leave space in back of room for band
- **Standing Piano in rear of room (must be on site)**
- Numbered table stands
- Hotel to provide vouchers for parking
- **NOTE**: Room must have a center isle to accommodate a double rowed
  processional to the head table.
- Hotels should not be “under construction” at the time of bidding
- Parking must be within 125 feet of the hotel entrance and accommodate 300+vehicles
- Hotel linens must be of superior/like new quality (free from tatters, stains & holes)
- Hotel skirting must be floor length

A sit down dinner is required consisting of a menu similar to that listed below:
(please include your sample menu with your bid)
- mixed green salad (preset) salad dressings
- chicken breast entree
- rice or potatoes
- seasonal vegetable medley
- assorted fresh rolls and butter
- dessert (choice of 2) cheese/carrot cake, apple pie
- coffee (regular and decaffinated), iced tea
- may be some vegans/vegetarians

Indicate the price per person for this function:  
$______________________________

Indicate the additional gratuity/service charge, if any:______________________________

Parking charge  No____ ,  Yes____,  (If yes, indicate special rates/voucher/ arrangements for parking
**Complimentary Parking preferred, $_______/car**

Indicate other charges to be assumed by the College for this function:______________________________

**Facilities must be accessible as required by the American’s with Disabilities Act of 1990:**

Please indicate:  Yes________________________________   No_______________________________

St. Louis Community College reserves the right to inspect facilities before making the final decision of award.

Please indicate the following:
a)Yes____ Purchase order is sufficient, Catering Contract will not require College’s Signature
b)No_____Purchase Order is not sufficient - Catering Contract will require College’s signature.
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, shipment 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.

TRANSPORTATION CHARGES

The College will not accept “Collected” 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 properly prepare and fully insure all items for replacement cost and include charges on invoice with bill of lading attached.

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.

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 non-conforming 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, shall 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 acceptance or approval of other items.

COMPLIANCE WITH SPECIFICATIONS

No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

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.

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, work and supplies, 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.

QUANTITIES

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

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.

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 property (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 the use or sale of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.

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.

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.

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.

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.

LAW GOVERNING THIS CONTRACT

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

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.

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.

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.

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 Worker’s Compensation statutes, ordinances or regulations.

(b) Minimum limits of liability insurance shall provide minimum liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 per 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 or caused by the negligent acts or omissions of the Supplier or its agents, 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.

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.

Changes

The Manager of Purchasing may, at any time, by written order, make changes or additions, in 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 work 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 changes ordered.

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.

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, test the Supplier’s demonstration 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 apply 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.