INVITATION FOR BID NUMBER B0003096

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

SPECIFICATIONS

FOR

Contact for 32 Kit C/Cavitron Plus Silver Dental Hygiene Kits

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

IFB OPENING DATE:  Friday, October 12, 2012
IFB OPENING TIME:  3:00 p.m., local time

Date Issued:  October 2,  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 (FAX 314/539-5409) 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: B0003096 Issued On: 10-2-12

DATE & TIME OF BID CLOSING: Friday, October 12, 2012 at 3:00 p.m. LOCAL TIME

Item/Service Requested: Contract/32 Student Dental Kits/Cavitron Plus Silver Package (Kit C)

To Be Purchased For: Dental Hygiene Department, 5600 Oakland Avenue, St. Louis, Missouri 63110

Buyer: IRMA WITTENDORFER Buyer's Telephone: (314) 539-5226

College request ship date of: January 25, 2013

Bidder quotes ship date of: _____/_____/_____, terms & FOB destination.

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

Freight: $ ____________________________ Payment Terms: __________________

FOB Point: _______________________

Please Check: Minority Vendor: Yes______No________

________________________________________________
(Authorized Signature) (Company Name)

________________________________________________
(Printed Name and Title) (Company Address)

________________________________________________
(Area Code/telephone # / FAX #) (City/State/Zip Code)

BID IS ACCEPTED FOR THE COLLEGE BY: ____________________________, Assistant Controller

ITEMS/SECTIONS ACCEPTED: ______________________________________ SS ________________________________________
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: Seven Months (One Time Purchase)

Requested Contract Start Date: November 16, 2012

Estimate of Contract Quantity or Dollar Expenditure: To be Determined

Contract Liaison Person (to be completed by bidder):

__________________________

(Name/Title) E-mail address

__________________________

(Telephone)
St. Louis Community College is soliciting bids for a contract for the purchase of thirty-two (32) Student Dental Hygiene Instrument Kits/Cavitron Plus Silver Package (Kit C), which will be used for hands-on instruction by the students in the Dental Hygiene program located at the Forest Park campus.

GENERAL INFORMATION:
The tools specified in this bid make up Kit C, which is required by all students to participate in the Dental Hygiene program, therefore successful bidder(s) must be able to deliver all the items requested in this kit. Partial Kits will not be accepted.

The College understands that all items listed in the kits are generally available to all dental supply houses. Where specific brand names are required, they are stated and alternates will not be considered. Where brand names are not stated, alternates may be considered if they meet or exceed the specifications. The College reserves the sole right to make the determination of whether any alternate product offered meets specifications.

NOTE: In compliance with Sections 285.525 thru 285.550 RSMO, effective January 1, 2009, the successful vendor(s) must return a fully executed copy of the Affidavit as outlined in Attachment A-Affidavit, before the award can be made.

REQUIREMENTS OF SUCCESSFUL BIDDER(S):

1.) DELIVERY AND INSPECTION: The delivery date for 32 “C” kits is as follows:

2.) DATE AND TIME: Friday, January 25, 2013, at 1:00 a.m., Rom A-415

3.) LOCATION: St. Louis Community College-Forest Park
   5600 Oakland
   St. Louis, MO 63110

4.) CONTACT: Kim Polk
   At 314 644-9334 to confirm date and time of delivery.

The program capacity is thirty-two (32) students, therefore, thirty-two (32) Kit-C packages should be assembled and ready to be distributed on January 25th, 2013. These Kits can either be hand delivered or shipped to the Dental Hygiene Department to arrive on Friday, January 25th, as stated above. **But a representative of the company must be available on January 25th to inspect, assemble, distribute, and instruct students on usage of dental kit instruments.**

PRICING:
Prospective bidder to submit pricing per complete Dental Kit C, as this award will be made on an “all of nothing” basis. However, should we not receive a complete Kit C bid, the College has the discretion to make the award to more than one vendor.

PAYMENT (NOTE: This has been changed from prior years)
The College requires that payment by the student be made through the Forest Park campus bookstore so students may use their Federal Financial Aid funds.

Students will order and pay for their kits through the Campus Book Store. The Dental Hygiene Department will verify student payment and the Forest Park Campus Bookstore will issue a purchase order to the successful vendor.
The bidder should include the cost of the kit, shipping and insurance in the total price. The selected vendor will invoice the Forest Park Bookstore at 5600 Oakland, St. Louis, Missouri 63110. The Bookstore has agreed to keep student costs at cost with no mark up. Kits will be sold as non-returnable to the students. Students will contact vendor directly with warranty issues as outlined below.

**WARRANTY:**
Warranty information will be considered in the award of each kit. All instruments and materials included in the Kit C-Cavitron Plus Silver Package, are to be unconditionally guaranteed for two years or until the students’ graduation date.

Please include a copy of the warranty(s) offered for Kit-C with your bid response.

The Course Coordinator together with the representative will inspect all items in each kit on Friday, January 25, 2012. Items found to be broken, defective, missing or deemed unsuitable for teaching/learning purposes must be replaced by the successful vendor within one week of delivery at no additional charge to the student or the College.

**IN THE SPACE BELOW, EXPLAIN YOUR PROCEDURE FOR THE REPLACEMENT OF ANY INSTRUMENT FOUND TO BE DEFECTIVE OR BROKEN WHILE UNDER YOUR MANUFACTURER’S WARRANTY PERIOD.**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 1    | 32  | Ultrasonic Scaler/Cavitron Plus Silver Package (8161413)  
- Steri-Mate Handpiece  
- Midwest RDH Handpiece  
- Box of 100 NUPRO revolv Prophy Angles  
- Warranty: 3 year Warranty |
| 2    | 32  | Inserts (5 come with package + a bonus insert)  
- FSI-10 (30K) Insert (Cavitron 80294)  
- FSI-100 (30K) Insert (Cavitron 80798)  
- FSI-1000 (30K) Insert (Cavitron 80799)  
- FSI-SLI-10 (30K) Straight (Cavitron 80395)  
- FSI-SLI-R (30K) (Cavitron 80397)  
- FSI-SLI-L (30K) (Cavitron 80396) |

**INDICATE BELOW THE PRICE FOR KIT C:**

**PRICE PER KIT SHOULD INCLUDE DELIVERY, ETC.**

\[
\text{Kit} + \text{FRT/Delivery/Insurance} = \text{Per Student x 32 © Kits} = \$ \text{______________}
\]
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 the 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. 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 be 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. QUANTITY
Invoices for all 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 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 the use or sale or use of any product, apparatus, process, machine, material, composition or compound, purchased under this contract, or any violation of any intellectual property right of Supplier or his respective owners.

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 provisions 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. LIABILITY 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.
(b) Rental/Lease Agreements
The Supplier will maintain comprehensive general 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, subsuppliers or employees.

21. Changes
(a) 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 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 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 complies with the year 2000 standard. Further, the Supplier warrants that each hardware, software and firmware product delivered under this 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:

<table>
<thead>
<tr>
<th>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:</th>
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<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.</td>
</tr>
</tbody>
</table>

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 a Contract for 32 Kit C/Cavitron Plus Silver Dental Hygiene Kits as more fully described in bid proposal No. B0003096 (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.
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: