REQUEST FOR PROPOSAL NUMBER B0003983

Department of Purchasing
3221 McKelvey Road
Bridgeton, MO 63044

SPECIFICATIONS FOR SOCIAL MEDIA MANAGEMENT PLATFORM

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Purchasing Supervisor
Phone: 314 539-5227 or email: cgreen2@stlcc.edu

Last Date to Submit Questions: Friday, September 18, 2020

IFB CLOSING DATE: Monday, September 28, 2020
IFB CLOSING TIME: 2:00 p.m., local time

Date Issued: September 4, 2020
# Table of Contents

**St. Louis Community College Request for Proposal B0003983**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUEST FOR PROPOSAL NUMBER B0003983</td>
<td>1</td>
</tr>
<tr>
<td>SPECIFICATIONS</td>
<td>1</td>
</tr>
<tr>
<td>FOR</td>
<td>1</td>
</tr>
<tr>
<td>SOCIAL MEDIA MANAGEMENT PLATFORM</td>
<td>1</td>
</tr>
<tr>
<td>Request for Proposal B0003983 for Social Media Management Platform</td>
<td>3</td>
</tr>
<tr>
<td>M/WBE Participation Clause:</td>
<td>3</td>
</tr>
<tr>
<td>INSTRUCTIONS TO ALL BIDDERS</td>
<td>4</td>
</tr>
<tr>
<td>REQUEST FOR PROPOSAL NUMBER B0003983 - INVITATION</td>
<td>5</td>
</tr>
<tr>
<td>CONTRACT OR BLANKET ORDER AGREEMENTS</td>
<td>6</td>
</tr>
<tr>
<td>SCHEDULE FOR RECEIPT OF PROPOSALS AND CONTRACT AWARD:</td>
<td>7</td>
</tr>
<tr>
<td>SUBMISSION OF PROPOSAL(S)</td>
<td>7</td>
</tr>
<tr>
<td>INTRODUCTION</td>
<td>8</td>
</tr>
<tr>
<td>SCOPE OF WORK &amp; SPECIFICATIONS</td>
<td>8</td>
</tr>
<tr>
<td>ARCHITECTURE REQUIREMENTS</td>
<td>9</td>
</tr>
<tr>
<td>ENGAGEMENT METHODOLOGY &amp; SUPPORT</td>
<td>10</td>
</tr>
<tr>
<td>DELIVERY</td>
<td>11</td>
</tr>
<tr>
<td>PROPOSAL FORMAT AND SUBMISSION</td>
<td>12</td>
</tr>
<tr>
<td>ADMINISTRATIVE DETAILS AND CHECKLIST</td>
<td>14</td>
</tr>
<tr>
<td>GENERAL TERMS AND CONDITIONS</td>
<td>15</td>
</tr>
<tr>
<td>NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS RE: RSMO 285.530</td>
<td>18</td>
</tr>
<tr>
<td>AFFIDAVIT</td>
<td>19</td>
</tr>
</tbody>
</table>
Request for Proposal B0003983 for Social Media Management Platform

M/WBE Participation Clause:

St. Louis Community College is committed to providing equal opportunities for business growth and development to Minority and Women-Owned Business Enterprises (M/WBEs). St. Louis Community College will ensure that M/WBEs are given the opportunity to do business with the college by increasing the amount of business placed with such enterprises when possible. The goal is to ensure supplier diversity is part of both the pool of suppliers and part of the supply chain in all areas of the College’s sourcing activities in our Procurement and Engineering and Design Departments.
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College ("College") welcomes all interested parties to participate in its competitive bid process. Respondents will be expected to submit proposals 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. Proposals must be sealed and delivered to the Department of Purchasing, 3221 McKelvey Road, Bridgeton, MO 63044 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 proposals 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 proposal 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 Proposer. 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. 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 RFP 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 Request for Proposal. Proposers are to sign and include all addendums with each bid being submitted.

9. Proposers 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
   3221 McKelvey Road
   Bridgeton, MO 63044

   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 NUMBER B0003983 - INVITATION

BUYER: Cynthia Green (314) 539-5227

DATE ISSUED: September 4, 2020

ITEMS/SERVICE REQUESTED: Social Media Management Platform

Sealed proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 3221 McKelvey Road, Bridgeton, MO 63044 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: Monday, September 28, 2020 at 2:00 p.m., Local Time

If this request for proposal 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 Respondent. By signing and submitting this RFP, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a response, 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 proposal. 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.

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.

_________________________________________
(SELLER – Company Name)/FEIN#

____________________________
(Signature)

____________________________
(Printed Name and Title)

____________________________
(Company Address)

____________________________
(City/State/Zip Code)

Bid is accepted on behalf of the College by:

Cynthia Green, Purchasing Supervisor

Signature

Sections Approved:
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: One (1) year, with four (4) optional, one (1) year renewals

Requested Contract Start Date: October 23, 2020

Estimate of Contract Quantity or Dollar Expenditure: To Be Determined

Contract Liaison Person (to be completed by bidder):

_____________________________________________
(Name/Title)

Tel No. _______________ Fax No. ________________
(Telephone)

E-mail address ________________________________
SCHEDULE FOR RECEIPT OF PROPOSALS AND CONTRACT AWARD:

The following schedule for Request for Proposal number B0003983 will outline the approximate course of events to be followed in the evaluation and award of a contract for banking and related services for St. Louis Community College. This schedule is provided for the purpose of assisting you in planning and does not constitute a guarantee that all dates listed will actually be adhered to. All vendors will be notified, however, if there is a significant change in this schedule.

Friday, September 4, 2020 Request for Proposal released via email
Friday, September 18, 2020 Deadline for receipt of questions
Monday, September 28, 2020 Deadline for receipt of proposals – 2:00 p.m.
Monday, October 5, 2020 Notification of recommendation for award to College’s Board of Trustees
Friday, October 23, 2020 Contract award date, contingent upon approval by the College’s Board of Trustees

SUBMISSION OF PROPOSAL(S)

Proposals may be submitted via email at cgreen2@stlcc.edu on or before Monday, September 28, 2020 at 2:00 PM CST. All bid submissions must reference B0003983 in the Subject Line.

Department of Purchasing
St. Louis Community College
3221 McKelvey Road
Bridgeton, MO 63044
Attn: B0003983

All questions regarding this RFP must be submitted in writing to Cynthia Green, Purchasing Supervisor at cgreen2@stlcc.edu. Addenda will be issued to answer all questions that are submitted in writing; all addenda will be posted on the College’s website at https://www.stlcc.edu/departments/procurement.aspx. Bidders must check the College’s website prior to submission of responses to ensure all addenda are reviewed, signed and submitted with bid responses.

Unless otherwise amended, the deadline for submission of proposals is: Monday, September 28, 2020 at 2:00 PM CST.

All proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.
INTRODUCTION

1.1 St. Louis Community College (hereinafter referred to as “College” or “STLCC”) invites all interested and qualified parties to submit proposals to provide a social media management platform, in accordance with all terms and conditions contained in this Request for Proposal document.

SCOPE OF WORK & SPECIFICATIONS

The College intends to obtain the services of a qualified firm to provide the services outlined below. Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them and explain them in their response. The following requirements are the minimum service level that will be acceptable and are to be met by all submitted proposals:

1. Ability to monitor multiple social pages from one platform (e.g. one department’s Facebook and Twitter at the same time).
2. Ability to manage multiple social media personas (Facebook, Twitter, LinkedIn, Google +).
3. Ability to manage multiple blogs (i.e., Word Press).
4. Ability to monitor top consumer websites and services.
5. Ability to support time delayed posting of content to social networks.
6. Ability to track customers’ conversations and to respond in-platform to social interactions.
7. Ability to post the same content to multiple social networks at once from a single interface.
8. Ability to integrate with established contact lists.
9. Ability to mine, aggregate and summarize actionable information from social media.
10. Ability to monitor frequency (e.g. trends about follower numbers, wall posts etc.).
11. Ability to monitor follower demographics.
12. Ability to conduct longitudinal trend analysis.
13. Ability to retroactively mine data.
14. Ability to measure the sentiment of what is being said in the social cloud.
15. Ability to measure sarcasm.
16. Ability to identify influencers. Please specify the level of control the company has over defining influencers.
17. Ability to archive social interactions for analysis and compliance purposes (e.g. time stamp for e-discovery).
18. Vendor provides mobile browser access compatible with all popular mobile browsers. Specify if HTML5.
19. Ability to access the platform through a PC web browser: IE 8 or higher.
20. Ability to integrate with social media services through web services/dedicated API connectors, e.g. REST or SOAP. Vendor to provide API reference documents.
   Vendor to list all CRM systems that they integrate with.
22. Ability to define users groups for different roles and responsibilities within the SMMP.
   Ability to map to brand and portfolio hierarchies as well as organizational hierarchies.
   Vendor to specify which directory services they integrate with (i.e., LDAP, AD and Federated AD).
23. Specify system’s support for parent-child permission relationships that map to brand
   and brand portfolio hierarchies (e.g. brand manager automatically inherits permissions
   for all products in their brand portfolio).
24. Ability to easily extend the system in the future with new functionality or modifications
   to existing functionality.
25. Describe any and all integration with existing systems, including [specify::]: SAP, Business
    Vantage Point, One Lisa, Maintenance Procurement 2, SharePoint Server 2010
    (Enterprise and Standard), SharePoint Foundation 2010, OpenText Portal, and Business
    Objects.
26. Ability to exchange data and interoperate with existing enterprise systems.
27. Ability to define ad-hoc and scheduled methods for data exchange and interoperate
    with BI and data warehouse applications (e.g. Crystal, Business Objects).
28. Ability to support single sign-on. Vendor to describe or specify support for VPN
    connections.
29. Ability to provide a software-as-a-service (hosted) solution as a deployment method.
30. Specify tenancy, i.e., single vs. multi. How do you address data security?
31. Vendor to specify backups (i.e., same DC or another one).
32. Ability to provide technical assistance for product engineering.

ARCHITECTURE REQUIREMENTS

1. **Access Controls**
   Define users groups and determine permission requirements.

2. **Extensibility**
   The ability to extend the system in the future with new functionality or modifications of
   existing functionality and the ease at which this is achieved.

3. **Integration**
   Components are able to exchange data and interoperate with existing enterprise
   systems. Specify software products that integrate well with the solution under
   consideration.

4. **Client operating systems supported**
   Client operating systems supported by the solution.

5. **Server operating systems supported**
6. **Single sign-on**

   Enables users to authenticate only once (through the portal) to access various systems in the enterprise. Must integrate well with existing or planned security model.

7. **Scalability**

   The number of concurrent users that can be supported on this system and whether the system can be scaled across servers.

8. **Programming language used**

   Programming language(s) is/are used in this solution.

9. **Minimum hardware requirements**

   Describe the minimum and recommended hardware requirements for both client and server.

10. **Database servers supported**

    Database servers are natively supported and/or used by the product.

11. **Software-as-a-service or on-premise**

    Identify if this is a software-as-a-service (hosted) solution or a traditional desktop or on-premise application.

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**ENGAGEMENT METHODOLOGY & SUPPORT**

Describe how you work with clients to deliver services and/or products.

1. **Customer support**

   Provides toll free customer support 24 hours, seven days per week.

2. **Data management**

   Provides data management design that supports integration and sharing of data among all applications.

3. **Implementation support**

   Provides complete turnkey on-site implementation and project management support.

4. **Training**

   The type of training provided to technicians.

5. **Software updates**
Provides future software releases and updates to all applications as part of regular software maintenance fees.

6. **Technical documentation**

Provides technical documentation for support staff including system overviews, design, flowcharts, and file layouts.

7. **User manuals**

Provides complete set of user manuals for all software applications to document and explain system features and functions.

**DELIVERY**

For any hosted, vendor-managed components:

1. Identify the responsibilities matrix between customer and provider.
2. Identify the structures and process that exist that would allow local customizations.
3. Installation
4. Any installation services provided remotely must be done in accordance with STLCC security team requirements
5. Identify upgrade rollout schedule (major and minor release frequencies)
6. Identify what upgrades render system unavailable
7. Identify the manner in which upgrades, bug or security patches are made available

**Implementation**

1. Describe the recommended implementation project plan for an institution the size of St. Louis Community College – in particular the time from purchase to implementation.
2. Describe your experiences with phased, departmental implementations.
3. Describe the process for functional configuration of the system including changing or modifying pre-loaded information or populating initial tables with College information.

**Documentation and Training**

1. Describe the types of online training materials, tutorials, and any other help modules provided for functional usage of the system that will benefit both college personnel and student users.
2. Describe documentation for technical usage including installation, operation, use, and administration of the system.
3. Describe the system capabilities for providing context sensitive, on-line help features imbedded in forms/screens.
4. Specify and describe any help files provided by the system, and whether they can be customized for College’s instance(s) of the system.
5. Describe the training services available
6. Describe the normal or suggested training times and formats for end users: central office, faculty, and departmental personnel.
7. Describe options for addressing the cost of training as part of the purchase and ongoing usage of the system.
Maintenance and Support
1. Describe if, and how, you provide 24x7 support and the time frame for guaranteed initial response time.
2. Specify whether you will provide on-site support of initial installation, if requested.
3. Describe other services for supporting the system such as:
4. Describe any online user communities that exist.
5. Describe methods of communicating with your customers.
6. Describe any client gatherings/conventions that are held.
7. Do you include clients in testing upgrades or other system enhancements? How would a client volunteer for these activities?
8. Describe how clients report system problems to your organization.
9. Describe the normal response time and the process to address a customer contact about a system problem.
10. Describe the procedure for a client to make recommendations for system modifications or enhancements addressing both the process and your responsiveness to recommendations.
11. Describe the procedure for issue escalation.
12. Describe your best practices for institutional support personnel following implementation – the types and skills of staffing that are required.

PROPOSAL FORMAT AND SUBMISSION

All bidders must provide the following information in their response:

1. Description of your firm, its history and size, credential and/or certifications, the locations in which it operates and the number of employees.
2. A comprehensive description of the product or service to include how the proposed solution satisfies the goals and requirements listed in Sections 2 and 3 of this RFP.
3. An itemized list of all services and/or functions that will be provided.
4. The vendor must provide a project plan and timeline for implementation that complies with the established timeline provided in the background section.
5. The vendor must provide information about the number and expertise of team members dedicated to implementation at the College.
6. The vendor must provide information on the scope of training provided to College administrators and faculty members.
7. The vendor must provide sample of training materials provided to other clients.
8. The vendor must provide references from at least three other community college clients who have adopted these products within the past two years. If this is not possible, an explanation and/or substitution of similar clients may be acceptable.
9. The vendor must provide evidence of timely responses to problems and adequate technical support provided to other clients.
10. The vendor must specify what resources the College must provide to ensure a smooth implementation.
11. The vendor must describe the level of ongoing technical support that will be provided following implementation.
12. The vendor must provide a 24-month history of upgrades to the system and how those were communicated to vendors.
13. Provide customer service hours.
14. Provide your complete fee structure(s) and payment schedule based on implementation deliverables for all applicable services/software.
15. Provide annual maintenance fees and escalations.
16. Provide your company’s Minority/Woman/Disadvantaged Business Enterprise status or other diverse status.
17. Provide details about your company’s demonstrated commitment to sustainability.
18. Vendors must also provide their policy for fee reductions when the solution does not perform as documented.
19. Provide any other relevant information concerning your firm of your proposed service that you believe may be helpful to the College in evaluating your proposal.
ADMINISTRATIVE DETAILS AND CHECKLIST

1. This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

3. The College reserves the right to accept other than the lowest fees quoted.

4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College’s Board of Trustees.

5. The College’s Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

7. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law. Every effort will be taken, to the extent that it is legal to do so, to keep responses confidential. Notwithstanding the above, St. Louis Community College will not be held accountable if material from responses is obtained by other parties without written consent of the proposer.
1. **CONTRACT PERIOD**
The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. **REVISIONS TO THE SCOPE OF WORK**
In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. **COORDINATION OF ACTIVITIES**
The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. **CONFIDENTIALITY**
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. **REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL**
The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor’s replacement of such personnel while under contract with the College. The contractor agrees and understands that the College’s agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor’s proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better that originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

6. **CLARIFICATION OF CONTRACT**
The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor’s proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

7. **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.

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

9. **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.

10. **INSURANCE/INDEMNIFICATION**
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other
claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

11. INSURANCE/CERTIFICATES & LIMITS

The following insurance shall be taken out and maintained at the Contractor’s expense:

A. Workers’ Compensation and Occupational Diseases shall have statutory limits.

B. Employers’ Liability shall be in an amount not less than $100,000 (Coverage B).

C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the “Hold Harmless Agreement” must be fully insured under this policy for the liability limits set forth above.

Contractor’s Protective Liability coverage must be included for the liability limits set forth above. The Contractor’s Comprehensive General Liability Insurance shall include and provide:

1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.

2. A broad form property damage endorsement.

3. Completed operations liability.

4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.

D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES

The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS

Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD

The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor’s work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION

Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day’s prior written notice.

16. CONTRACTOR INSURANCE

Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.
17. **COLLEGE LIABILITY**
The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all claims made by any employee who may be injured on the College’s property by any cause to the extent attributable to the Contractor’s negligence and from all costs arising from such claim or claims including court costs and reasonable attorney’s fees.

18. **SAFETY**
It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

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

20. **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.

21. **ASSIGNMENT OF AGREEMENT**
The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. **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.

23. **COMPLETE AGREEMENT**
The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS RE: RSMO 285.530

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 a Social Media Management Platform, as more fully described in B0003983 (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 ________________, 2020.

_____________________________________

STATE OF
COUNTY OF

On this____day of ______________ in the year 2020, 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.

________________________________________
Signature of Person Executing Affidavit

______________________________
Signature of Notary Public

My Commission Expires: