ST. LOUIS COMMUNITY COLLEGE E-BID FORM

General Requirements

St. Louis Community College (the “College”) requires that all bids be received in the College’s Purchasing Department by emailing to cgreen2@stlcc.edu or faxing to (314/539-5227) on or before the time and date of the bid opening specified below or their BID MAY BE REJECTED.

The College retains the right to reject any and all bids, to award a bid on an item-by-item or all-or-nothing basis and to make the sole determination of what constitutes an acceptable equal product. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College’s specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request.

The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College’s list of bidders in good standing.

INVITATION FOR BID #: B0004000

DATE & TIME OF BID OPENING: December 10, 2020 2:00 PM CST LOCAL TIME

Item/Service Requested: Annual PCI Support and Scan Agreement for up to three (3) years

Purchased For: District - Wide

Coordinator/Buyer: Cynthia Green

Telephone: 314-539-5227

College request ship date of: TBD

College requests Net 30 Terms

And FOB destination

Bidder quotes ship date of: ________________________________

Bidder quotes Delivery: ________________________________ Bidder Quotes Payment Terms: ________________________________

Freight: ________________________________ Payment Terms: ________________________________

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

Quoted By: Name and Title/Signature

Company Name (Seller)

Federal Tax ID

Company Address

Email Address

Phone (Area Code/Telephone)
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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.
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: Three (3) Years

Requested Contract Start Date: To Be Determined

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 ________________________________
SPECIFICATIONS AND PRICING:

St. Louis Community College (College) is soliciting bids for annual PCI Support and Scan Agreement District Wide.

The college will interview respondents to assess qualifications.

Item 1   Annual PCI Support and Scan Agreement

Annual Fee @ $______________ each    Three (3) Year Total $____________________

Support and Agreement to include 40 hours of Support for:

- Information Security Advising
- Access to certified PCI QSAs
- Pen Testing
- Table Top exercises
- Access to canned PCI policies and procedures

Agreement offered
GENERAL TERMS AND CONDITIONS

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 than 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 Annual PCI Support and Scan Services, as more fully described in B0004000 (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: