REQUEST FOR PROPOSAL B0004021

Purchasing Department
3221 McKelvey Road
Bridgeton MO 63044

SPECIFICATIONS
FOR
CHARTER BUS SERVICE

FOR ADDITIONAL INFORMATION, CONTACT:
KeJuan Torrence, Buyer
Phone: (314) 539-5226
Email: Purchasing@stlcc.edu

RFP CLOSING DATE: Thursday, November 19, 2020
RFP CLOSING TIME: 2:00 p.m., CST

Date Issued: October 23, 2020
## REQUEST FOR PROPOSAL
B0004021

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</tr>
</tbody>
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St. Louis Community College is committed to providing equal opportunities for business growth and development to Minority and Women 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. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

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

2. Bids may be submitted via email to Purchasing@stlcc.edu or the Department of Purchasing, 3221 McKelvey Rd, Bridgeton, MO 63044, on or before the time and date stipulated in the Request for Proposal document. All late bids will be rejected.

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

4. All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid. Failure to sign the College Request for Proposal will result in automatic disqualification of the 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. No penalty or credit will be given for submitting multiple bids.

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

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

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

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

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

11. Invoices must be submitted to:

   DELIVERY AND INVOICING INFORMATION
   Accounts Payable
   St. Louis Community College
   3221 McKelvey Rd
   Bridgeton, MO

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

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

13. St. Louis Community College is a tax-exempt public institution. The College’s tax-exempt Missouri I.D. is 11166584.
REQUEST FOR PROPOSAL B0004021

BUYER: KeJuan Torrence (314) 539-5226

DATE ISSUED: Friday, October 23, 2020

ITEMS/SERVICE REQUESTED: Charter Bus Service

Bids will be received at the Department of Purchasing, St. Louis Community College, Corporate College, 3221 McKelvey Rd., 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: Thursday, November 19, 2020 at 2:00 p.m., cst.

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

Applicable Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Park</td>
<td>5600 Oakland Ave.</td>
<td>St. Louis MO 63110</td>
</tr>
<tr>
<td>Florissant Valley</td>
<td>3400 Pershall Rd.</td>
<td>St. Louis MO 63135</td>
</tr>
<tr>
<td>Meramec</td>
<td>11333 Big Bend Blvd.</td>
<td>St. Louis MO 63122</td>
</tr>
</tbody>
</table>

Is your company/firm certified as: Minority Owned Business Enterprise____Woman Owned Business Enterprise____

Payment Terms: ____ Freight: Origin____ Destination____
(Unless otherwise stated, terms will be Net 30)

Telephone:________________ Fax:________________

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

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

______________________________
(Seller – Company Name)/FEIN#

______________________________
(Signature)

______________________________
(Printed Name and Title)

______________________________
(Company Address)

______________________________
(City/State/Zip Code)

Bid is accepted for the College by:

______________________________
Cynthia Green, Purchasing Supervisor

Items/Sections Accepted: __________________________
CONTRACT OR BLANKET ORDER AGREEMENTS

The purpose of this Request for Proposal 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.

<table>
<thead>
<tr>
<th>Contract Period:</th>
<th>Three (3) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Start Date:</td>
<td>December 1, 2020</td>
</tr>
<tr>
<td>Contract End Date:</td>
<td>December 1, 2023</td>
</tr>
<tr>
<td>Estimate of Dollar Expenditure:</td>
<td>$125,000.00</td>
</tr>
</tbody>
</table>

Contract Liaison Person (to be completed by bidder)

________________________________________
(Name/Title)
Tel No.: _________________________________
Fax No.: _________________________________
Email: ___________________________________
SPECIFICATIONS AND PRICING

St. Louis Community College is soliciting bids to establish a contract for charter bus service for District Wide Athletics and including other departments “as needed” at the Forest Park, Florissant Valley, Meramec and Wildwood campuses.

Bidders shall quote current pricing on the items listed in the bid and provide the maximum cost escalations by categories for the subsequent contract periods as indicated.

SCOPE OF BID

25-passenger, 37 passenger, 49 passenger, 57 passenger and/or 61 passenger buses are required, not school buses. Potential bidders must have one or more of these buses in their fleet, but not necessarily all four (4) types of participate in this bid. Capacity specification will be provided when service is ordered.

Each bus must have air-conditioning and be mechanically dependable. DVDs and WIFI will be provided on all buses.

Local shuttle service may be required for other departments, also on an “as needed’ basis. Smaller buses will suffice.

Destinations of trips for Athletics will vary. A detailed schedule will be listed below. Vendor must be able to provide transportation for all anticipated trips.

CONTRACT REQUIREMENTS

All vendors are required to submit with their bid response a copy of their most current Carrier Safety Rating Letter as issued by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA). Failure to provide the most current safety rating letter may result in the disqualification of your bid.

INSURANCE REQUIREMENTS

Certificate: The successful bidder(s), at their own expense, shall have insurance, before commencement of operations, a certificate for comprehensive general liability insurance. A copy needs to accompany your bid response.

Rating: The insurance company must have a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of A.M. Best’s Insurance Report.

Maximum Limits: Insurance will provide the maximum limit of liability for injuries and death existing under the applicable Workman’s Compensation statues, ordinances or regulations.

Coverage Amounts: Insurance will provide comprehensive general liability insurance with a minimum bodily injury limit of $2,000,000.00, aggregate and property damage limits of $300,000.00, each occurrence and in the aggregate, specifically naming the College as an insured, 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 successful bidder(s) or its agents, subcontractors or employees.

Automotive: The successful bidder(s) shall provide comprehensive automotive liability policies with minimum bodily injury limits of $2,000,000.00, for each person and $2,000,000.00, for each occurrence and property damage limits of $2,000,000.00, for each occurrence, specifically naming the College as an additional insured.

DRIVER REQUIREMENTS

- Drivers must be properly licensed in the State of Missouri
- Drivers must be neat, courteous and does not smoke on buses
- The College will make reservations and payment for driver’s room when overnight stays are required
- Miscellaneous expenses, if any, must be included in the successful bidders’ charges. The College will not be responsible for any undocumented additional costs.

PICK-UP CAMPUS LOCATIONS

<table>
<thead>
<tr>
<th>Campus Location</th>
<th>Address</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forest Park Campus</td>
<td>5600 Oakland Avenue</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Louis MO 63110</td>
<td>Forest Park Gym</td>
</tr>
<tr>
<td>Florissant Valley</td>
<td>3400 Pershall Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Louis MO 63135</td>
<td>Campus Police Station</td>
</tr>
<tr>
<td>Meramec Campus</td>
<td>11333 Big Bend Blvd</td>
<td></td>
</tr>
<tr>
<td></td>
<td>St. Louis MO 63122</td>
<td>Campus Police Lot, use west</td>
</tr>
<tr>
<td></td>
<td></td>
<td>entrance at the Corner of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Couch and Rosehill Avenue</td>
</tr>
<tr>
<td>Wildwood Campus</td>
<td>2645 Generations Drive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wildwood MO 63040</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Campus Parking Lot</td>
</tr>
</tbody>
</table>
MISCELLANEOUS

The College requires a two (2) hour cancellation period due to rainouts, rescheduling or cancellations of events. Is there a penalty required by your company for a cancellation/change under these circumstances? If yes, please state below:

Also, please state your company’s policy on late arrivals of buses for pick-up and late arrivals to competitions.

SECTION I. - FLEET EQUIPMENT

Please indicate below if your company’s fleet contains any of the following capacity buses and indicate the age of the buses.

<table>
<thead>
<tr>
<th>Bus</th>
<th>Indicator</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>30</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>33</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>37</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>40</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Passenger</td>
<td></td>
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<tr>
<td>47</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>Passenger</td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>Passenger</td>
<td></td>
</tr>
</tbody>
</table>

Please specify any other buses not listed:

SECTION II. - REFERENCES

1. Name of Company/person __________________________________________________________
   Address __________________________________________________________
   Telephone Number ______________________________________________________
   Email ______________________________________________________________

2. Name of Company/person __________________________________________________________
   Address __________________________________________________________
   Telephone Number ______________________________________________________
   Email ______________________________________________________________

3. Name of Company/person __________________________________________________________
   Address __________________________________________________________
   Telephone Number ______________________________________________________
   Email ______________________________________________________________
SECTION III. – COVID RESPONSE

Please state your company’s preventative measures to combat the spread of Covid-19. If more space is needed, please detail on separate document and attach to bid.

____________________________________________________________________________________

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## SECTION IV. – ATHLETIC SCHEDULE

<table>
<thead>
<tr>
<th>Departure Date</th>
<th>Departure Time</th>
<th>Destination</th>
<th>Bus Size</th>
<th>Return Date</th>
<th>Sport</th>
<th>Pick Up</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/5/2021</td>
<td>4:00 PM</td>
<td>USA Baseball Stadium (Millington, TN)</td>
<td>56</td>
<td>2/7/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>2/9/2021</td>
<td>3:00 PM</td>
<td>Fort Scott CC (Fort Scott, KS)</td>
<td>40</td>
<td>2/10/2021</td>
<td>Men's Basketball</td>
<td>Forest Park</td>
<td>Terry Collins</td>
</tr>
<tr>
<td>2/12/2021</td>
<td>4:00 PM</td>
<td>Pete Goldsby Field (Baton Rouge, LA)</td>
<td>56</td>
<td>2/14/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>2/17/2021</td>
<td>1:00 PM</td>
<td>Missouri State University - West Plains</td>
<td>40</td>
<td>2/17/2021</td>
<td>Men's Basketball</td>
<td>Forest Park</td>
<td>Terry Collins</td>
</tr>
<tr>
<td>2/18/2021</td>
<td>8:00 AM</td>
<td>Nunez Community College (Chalmette, LA)</td>
<td>56</td>
<td>2/20/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>2/19/2021</td>
<td>8:00 PM</td>
<td>Metropolitan Community College - Penn Valley</td>
<td>56</td>
<td>2/20/2021</td>
<td>Men's/Women’s BB</td>
<td>Forest Park</td>
<td>Terry Collins/Jacob Yorg</td>
</tr>
<tr>
<td>2/25/2021</td>
<td>12:00 PM</td>
<td>Hinds CC (Booneville, MS)</td>
<td>40</td>
<td>2/27/2020</td>
<td>Softball</td>
<td>Meramec</td>
<td>Kristi Swiderski</td>
</tr>
<tr>
<td>3/5/2021</td>
<td>4:00 PM</td>
<td>North Central (Trenton, Mo)</td>
<td>56</td>
<td>3/6/2021</td>
<td>Men's/Women’s BB</td>
<td>Forest Park</td>
<td>Terry Collins/Jacob Yorg</td>
</tr>
<tr>
<td>3/9/2021</td>
<td>2:00 PM</td>
<td>Missouri State University - West Plains</td>
<td>40</td>
<td>3/9/2021</td>
<td>Volleyball</td>
<td>Meramec</td>
<td>Geoff Davis</td>
</tr>
<tr>
<td>3/14/2021</td>
<td>4:00 PM</td>
<td>Arkansas State Mid-South (West Memphis, TN)</td>
<td>56</td>
<td>3/15/2021</td>
<td>Men's/Women’s BB</td>
<td>Forest Park</td>
<td>Terry Collins/Jacob Yorg</td>
</tr>
<tr>
<td>3/18/2021</td>
<td>6:00 AM</td>
<td>Metropolitan CC - Maple Woods (Kansas City, Mo)</td>
<td>56</td>
<td>3/18/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>3/19/2021</td>
<td>1:30 PM</td>
<td>Metropolitan CC - Longview (Lee Summit, Mo)</td>
<td>40</td>
<td>3/19/2021</td>
<td>Volleyball</td>
<td>Meramec</td>
<td>Geoff Davis</td>
</tr>
<tr>
<td>3/26/2021</td>
<td>TBA</td>
<td>Region Final (Lee Summit, Mo)</td>
<td>40</td>
<td>3/27/2021</td>
<td>Volleyball</td>
<td>Meramec</td>
<td>Geoff Davis</td>
</tr>
<tr>
<td>4/10/2021</td>
<td>6:00 AM</td>
<td>Crowder College (Neosho, Mo)</td>
<td>56</td>
<td>4/10/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>4/12/2021</td>
<td>9:00 AM</td>
<td>State Fair CC (Sedalia, Mo)</td>
<td>56</td>
<td>4/12/2021</td>
<td>Men's/Women's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza/Jason Howard</td>
</tr>
<tr>
<td>4/11/2021</td>
<td>TBA</td>
<td>National Tournament (Cedar Rapids, IA)</td>
<td>40</td>
<td>4/15/2021</td>
<td>Volleyball</td>
<td>Meramec</td>
<td>Geoff Davis</td>
</tr>
<tr>
<td>4/16/2021</td>
<td>8:00 AM</td>
<td>Danville Area CC (Danville, IL)</td>
<td>40</td>
<td>4/16/2021</td>
<td>Softball</td>
<td>Meramec</td>
<td>Kristi Swiderski</td>
</tr>
<tr>
<td>4/24/2021</td>
<td>8:00 AM</td>
<td>Metropolitan CC (Independence, Mo)</td>
<td>56</td>
<td>4/24/2021</td>
<td>Men's/Women's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza/Jason Howard</td>
</tr>
<tr>
<td>4/27/2021</td>
<td>8:00 AM</td>
<td>Johnson County CC (Overland Park, KS)</td>
<td>40</td>
<td>4/27/2021</td>
<td>Softball</td>
<td>Meramec</td>
<td>Kristi Swiderski</td>
</tr>
<tr>
<td>4/30/2021</td>
<td>TBA</td>
<td>Sub Regional (TBA)</td>
<td>56</td>
<td>5/1/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>5/7/2021</td>
<td>TBA</td>
<td>Region Tournament (Joe Becker Stadium, Joplin, MO)</td>
<td>56</td>
<td>5/10/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>5/11/2021</td>
<td>TBA</td>
<td>Region Quarter Finals (Higher Seed)</td>
<td>56</td>
<td>5/11/2021</td>
<td>Men's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza</td>
</tr>
<tr>
<td>5/12/2021</td>
<td>TBA</td>
<td>Region Quarter Finals (Higher Seed)</td>
<td>40</td>
<td>5/12/2021</td>
<td>Women's Soccer</td>
<td>Meramec</td>
<td>Jason Howard</td>
</tr>
<tr>
<td>5/15/2021</td>
<td>TBA</td>
<td>Region Semi-Finals (Higher Seed)</td>
<td>56</td>
<td>5/15/2021</td>
<td>Men's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza</td>
</tr>
<tr>
<td>5/16/2021</td>
<td>TBA</td>
<td>Region Semi-Finals (Higher Seed)</td>
<td>40</td>
<td>5/16/2021</td>
<td>Women's Soccer</td>
<td>Meramec</td>
<td>Jason Howard</td>
</tr>
<tr>
<td>5/18/2021</td>
<td>TBA</td>
<td>Region Final (Higher Seed)</td>
<td>56</td>
<td>5/18/2021</td>
<td>Men's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza</td>
</tr>
<tr>
<td>5/20/2021</td>
<td>TBA</td>
<td>District Tournament (Region 2 Winner)</td>
<td>56</td>
<td>5/22/2021</td>
<td>Baseball</td>
<td>Meramec</td>
<td>Scott Goodrich</td>
</tr>
<tr>
<td>Date</td>
<td>Event Type</td>
<td>Venue Details</td>
<td>Miles</td>
<td>Date</td>
<td>Sport</td>
<td>Team</td>
<td>Name</td>
</tr>
<tr>
<td>------------</td>
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<td>----------------------------------------------------</td>
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<td>----------</td>
</tr>
<tr>
<td>5/24/2021</td>
<td>National Tournament</td>
<td>TBA</td>
<td>56</td>
<td>5/29/2021</td>
<td>Softball</td>
<td>Meramec</td>
<td>Kristi Swiderski</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>National Tournament</td>
<td>TBA National Tournament, MOBA Soccer Complex, Peachtree City, GA</td>
<td>40</td>
<td>6/8/2021</td>
<td>Women's Soccer</td>
<td>Meramec</td>
<td>Jason Howard</td>
</tr>
<tr>
<td>6/5/2021</td>
<td>National Tournament</td>
<td>TBA National Tournament, Stryker Soccer Complex, Wichita, KS</td>
<td>56</td>
<td>6/10/2021</td>
<td>Men's Soccer</td>
<td>Meramec</td>
<td>Ricardo Garza</td>
</tr>
</tbody>
</table>

*Attach separate document with pricing for the Athletic schedule above.*

Detail pricing:
- Pricing per mile ______________
- Pricing per hour ______________
- Detail pricing structure below:

SCHEDULING PROCEDURES:
Please provide the required information for scheduling trips with your firm:
- Phone: (___) ________ Contact Name: __________________
- Email Address: __________________
- Hours of operation ______________

SECTION V. – ESCALATION

Price Escalation:
Item pricing for Year 1 is to be firm. Please indicate the maximum percent escalation for the following periods:
A. Year 2: Firm Pricing; ___ Yes ___ No, If no, indicate Max Increase _____ %
B. Year 3: Firm Pricing; ___ Yes ___ No, If no, indicate Max Increase _____ %
TERMS AND CONDITIONS OF PURCHASE

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

2. **TRANSPORTATION CHARGES** The College will not accept “Collect” shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. **TIME OF DELIVERY** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. **INSPECTION AND ACCEPTANCE** No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier’s expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer’s written authorization. Such return shall in no way affect College’s discount privileges. Such right to return offered to the College arising from the College’s receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

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

6. **PACKAGING** the College will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. **SUPPLIERS WARRANTIES** Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College’s acceptance of said materials or goods, or by payment for them.

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

9. **INVOICES** Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. **INTELLECTUAL PROPERTY** Supplier guarantees that the articles described herein and the sale or use the will not infringe upon a U.S. or foreign patent, trademark other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College’s product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.
11. **FORCE MAJEUER** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

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

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

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

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

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

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

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

19. **INSURANCE** (a) Insurance Requirements The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of “A” or better and a financial rating of “AA” or better in the latest edition of Best’s Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen’s Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of $2,000,000.00 aggregate and property damage limit of $300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance covering the full value of the goods of the College in the possession of the Supplier. The Supplier shall provide comprehensive automobile liability policies with property damage limits of $2,000,000.00 and minimum bodily injury limits of $2,000,000.00 each person and $2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.
TERMS AND CONDITIONS OF PURCHASE (continued)

20. **INDEMNIFICATION**  The Supplier shall indemnify, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys’ fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extend that the damages are caused by any act or omission of the Supplier or its agents, subsuppliers or employees.

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

22. **COMPLETE AGREEMENT**  The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
ATTACHMENT A
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE

Effective 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.** 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](http://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](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 Contract for the purchase of CHARTER BUS SERVICE, as more fully described in B0004021 (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 ________________.

_____________________________

STATE OF )
COUNTY OF ___________ ) SS.

On this___day of ______________ in the year , 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

_____________________________
Notary Public

My Commission Expires: