



REQUEST FOR PROPOSAL B0004036

Purchasing Department
3221 McKelvey Road
Bridgeton MO 63044

SPECIFICATIONS
FOR
FIRE EXTINGUISHERS, SUPPRESSION SYSTEMS INSPECTION AND EXTINGUISHER
REPAIR SERVICES

FOR ADDITIONAL INFORMATION, CONTACT:

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

RFP CLOSING DATE: Thursday, January 28, 2020
RFP CLOSING TIME: 2:00 p.m., CST

Date Issued: January 4, 2021



REQUEST FOR PROPOSAL
B0004036

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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 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 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 B0004036

BUYER: KeJuan Torrence (314) 539-5226

DATE ISSUED: Friday, January 8, 2021

ITEMS/SERVICE REQUESTED: Fire Extinguishers, Suppression Systems Inspection and Extinguisher Repair Services

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, January 28, 2021 @2:00pm 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

Center for Nursing and Health Sciences 5600 Oakland Avenue St. Louis MO 63110	Forest Park 5600 Oakland Avenue St. Louis MO 63110	Florissant Valley 3400 Pershall Road St. Louis MO 63135
Meramec 11333 Big Bend Road Kirkwood MO 63122	South County 4115 Meramec Bottom Road St. Louis MO 63129	Highland Park 5460 Highland Park Drive St. Louis MO 63110
Wildwood 2645 Generations Drive Wildwood MO 63040	Harrison Center 3140 Cass Avenue St. Louis MO 63106	Corporate College 3221 McKelvey Road St. Louis MO 63044

Is your company/firm certified as: Minority Owned Business Enterprise_____ Woman Owned Business Enterprise_____

Payment Terms: _____
(Unless otherwise stated, terms will be Net 30)

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.

Contract Period:	Three (3) years
Contract Start Date:	March 1, 2021
Contract End Date:	February 29, 2024
Estimate of Dollar Expenditure:	\$75,000.00

Contract Liaison Person (to be completed by bidder)

(Name/Title)
Tel No.: _____
Fax No.: _____
Email: _____

St. Louis Community College is soliciting bids to establish a contract for Fire Extinguishers, Suppression systems inspection and Extinguisher Repair services throughout the College District.

GENERAL INFORMATION

A. SCOPE OF CONTRACT

The successful bidder will be responsible for providing the following services to all College locations listed below:

- 1) Annual inspections of portable fire extinguishers as required per current NFPA/OSHA standards (NFPA-10)
- 2) Hydrostatic and 6-year maintenance testing for fire extinguishers
- 3) Repairs, recharging, refilling and other tests to fire extinguishers in accordance with current NFPA codes
- 4) Loaner extinguishers at no charge to the College while units are being serviced
- 5) Semi-annual inspections of suppression (Ansul) systems per current NFPA/OSHA standards (NFPA-10 & 17)
- 6) Repairs to suppression systems in accordance with current NFPA codes
- 7) Complete safety reports as per NFPA/OSHA requirements
- 8) Must leave loaner extinguishers of like protection when St. Louis Community College extinguisher removal is required
- 9) Will return all removed extinguishers to St. Louis Community College, once serviced, substitution is not permitted
- 10) Return all St. Louis Community College condemned extinguishers to St. Louis Community College
- 11) Monitor extinguisher expiration dates and contact campus representative to schedule inspection/testing/certification in time to avoid certification expiration

The College reserves the right to expand and/or decrease the number of locations that will require service, and to add/subtract extinguishers as required. The College reserves the right to purchase new replacement extinguishers outside of this contract.

REQUIRED MATERIALS

All bidders are required to provide the following materials with their bid. Failure to provide this information may result in the disqualification of your firm's bid.

FIRE AND SAFETY REPORT SAMPLE:

A sample of your firm's Fire and Safety Report must be included. This report must meet all NFOA/OSHA reporting requirements. The report must include service location, month/year of report, equipment location, type and size, date of last hydro testing and six (6) year maintenance, the service performed and any comments or recommendations.

SUPPRESSION SYSTEMS CERTIFICATION:

Bidders must provide proof that their firm is certified to perform service on the suppression (Ansul) systems.

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 statutes, 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.

RESTRICTIONS ON REPAIRS/PRIOR NOTICE

The College requires notification be made to the employee initiating service for authorization to proceed whenever repairs to extinguishers exceed 50% if the units' replacement cost, prior to the commencement of work.

SECTION I. – PRICING

A. Fire Extinguisher Services – List your firm’s pricing (per cylinder) for the following services: Note (*) indicates price offered must include the cost the OSHA Inspection Tag for recording monthly self-inspections on CO2 extinguishers only.

1. ABC	2.5lbs	\$ _____
	5lbs	\$ _____
	10lbs	\$ _____
	20lbs	\$ _____
2. BC	2.5lbs	\$ _____
	5lbs	\$ _____
3. CO2	5lbs	\$ _____
	10lbs	\$ _____
	15lbs	\$ _____
	20lbs	\$ _____
4. Halon	5lbs	\$ _____
	9lbs	\$ _____
	13lbs	\$ _____
5. K-Class	260	\$ _____
6. Wet Chem	2.5gal	\$ _____
	6ltr	\$ _____
7. Purple-K	10lbs	\$ _____
8. Water	2.5gal	\$ _____
9. Suppression System (Ansul)		\$ _____
10. Industrial System		\$ _____
11. Tandem Tank System		\$ _____

B. Fire Extinguisher Replacement Parts

List your firm’s price for the following replacement parts where applicable:

Item	Description	CO2 5lb	ABC 5lb	Halon 5lb	Water 2.5gal
1	Gauges	\$ _____	\$ _____	\$ _____	\$ _____
2	Horn	\$ _____	\$ _____	\$ _____	\$ _____
3	Hose	\$ _____	\$ _____	\$ _____	\$ _____
4	O-Rings	\$ _____	\$ _____	\$ _____	\$ _____
5	Pins & Chains	\$ _____	\$ _____	\$ _____	\$ _____
6	Seals	\$ _____	\$ _____	\$ _____	\$ _____
7	Seat & Stem	\$ _____	\$ _____	\$ _____	\$ _____
8	Safety Disc	\$ _____	\$ _____	\$ _____	\$ _____
9	Service Verification Collar	\$ _____	\$ _____	\$ _____	\$ _____
10	Hazardous Material Information Label	\$ _____	\$ _____	\$ _____	\$ _____

C. Suppression System Semi-Annual Inspection Charge

Per Unit \$ _____

List below (or attach) the services provided with this inspection:

D. FM-200 or Similar MFG Suppression Systems Semi-Annual Inspection Charge

Per Unit \$ _____

List below (or attach) the services provided with this inspection:

E. Fusible Link Replacement Charge

Per Unit \$ _____

F. Labor Rate

For Labor not covered by the Inspection Charge (Item C. Above)

Per Unit \$ _____

G. Minimum Service Charges

Does your firm have a minimum and/or hourly service charge? If so, what is the charge and when/how is it applied?

Explain below:

H. Loaner Fire Extinguishers

Does your firm provide loaner fire extinguishers when units are taken into the shop for service? What is the fee?

Rate \$ _____

Explain below:

I. Fire and Safety Report Charges

List charges, if any, for providing the College the Fire and Safety Reports required in the "Scope of Contract".

J. Product Lines

Please provide the names of all manufactures for which your firm can provide full repair service and note any brands that you are not able to service. List below or attach with bid response.

K. Other Charges

List any other charges not previously listed in this bid that will be applicable to this contract:

SECTION II. – WARRANTIES & ESCALATION

Warranties:

What is the warranty period and covered items for extinguisher service and/or recharge? Explain below:

What is the warranty period and covered items for suppression system service? Explain below:

Price Escalation:

The College is asking Year 1 of three years to be firm, as this contract is for a period of three (3) full years. Indicate below if prices quoted for this bid are firm/fixes for each contract year.

- A. Year 2: Firm Pricing: () Yes () No, if no, indicate Max Increase _____ %
- B. Year 3: Firm Pricing: () Yes () No, if no, indicate Max Increase _____ %

SECTION III. – 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 IV. – 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.

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 notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as 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.

TERMS AND CONDITIONS OF PURCHASE (continued)

11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.
12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.
13. **ASSIGNMENT OR SUBCONTRACT** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College's written consent and any attempted assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.
14. **TERMINATION OF CONTRACT** The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier's Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.
15. **LAW GOVERNING THIS CONTRACT** This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.
16. **COMPLIANCE WITH APPLICABLE LAWS** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.
17. **NON-DISCRIMINATION IN EMPLOYMENT** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing 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 extent that the damages are caused by any act or omission of the Supplier or its agents, suppliers 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 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 Contract for the purchase of FIRE EXTINGUISHERS, SUPPRESSION SYSTEM INSPECTION AND EXTINGUISHER REPAIR SERVICES, as more fully described in B0004036 (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 _____)
) SS.
COUNTY OF _____)

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: