



INVITATION FOR BID B0004039

Purchasing Department
3221 McKelvey Road
Bridgeton MO 63044

SPECIFICATIONS
FOR
ARTS & DRAFTING SUPPLIES

FOR ADDITIONAL INFORMATION, CONTACT:

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

RFP CLOSING DATE: Friday, January 29, 2020
RFP CLOSING TIME: 2:00 p.m., CST

Date Issued: January 8, 2021



INVITATION FOR BID
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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 Invitation for Bid document. **All late bids will be rejected.**
3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. **The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)**
4. **All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the College Invitation for Bid 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 Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to 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.
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 Invitation for Bid 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**.

INVITATION FOR BID NUMBER B0004039

BUYER: KeJuan Torrence (314) 539-5226

DATE ISSUED: Friday, January 8, 2021

ITEMS/SERVICE REQUESTED: Arts and Drafting Supplies

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: Friday, January 29, 2021 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

Meramec 11333 Big Bend Blvd. Kirkwood MO 63122	Forest Park 5600 Oakland Ave. St. Louis MO 63110	Florissant Valley 3400 Pershall Rd Florissant MO 63135
Wildwood 2645 Generations Dr. Wildwood MO 63040	Meramec Bottom – South County 11333 Big Bend Blvd. Kirkwood MO 63122	Harrison Education Center 3140 Cass Ave. St. Louis MO 63106

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)

<p>Bid is accepted for the College by:</p> <p>_____</p> <p>Cynthia Green, Purchasing Supervisor</p> <p>Items/Sections Accepted:</p> <p>_____</p>

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
Contract Start Date:	March 1, 2021
Contract End Date:	February 29, 2024
Estimate of Dollar Expenditure:	\$35,000.00

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 the routine purchase of art and graphic supplies for a period of three (3) full years. This contract will be used by the Art and Graphic departments at all locations

The College may choose to award this contract to more than one bidder if proven through the evaluation to be in the best interest of the College. The evaluation of the contract will be based on pricing and product selection.

Should an alternate brand/product be offered in bid, same should be noted and item and description be given. The College reserves the sole right to make the determination of whether any alternate brand/product offered meets specifications.

NOTE: AS A CONDITION OF AWARD, THE SUCCESSFUL BIDDER MUST SIGN AND HAVE NOTORIZED THE ATTACHED "AFFIDAVIT A" BEFORE THE AWARD CAN BE MADE.

Bidders must include their current catalogs/websites and current price lists with their bid response. Failure to do may result in the disqualification of their bid.

Section I: Art and Graphic Products

Item	Description	Product No.	Brand	UofM	Unit Cost
<i>Cutting Tools</i>					
1.	No. 611 Xacto Blades	_____	_____	pk	\$ _____
2.	No. 411 Xacto Blades	_____	_____	pk	\$ _____
3.	X2000 Xacto Knife	_____	_____	ea	\$ _____
4.	Logan Model 4000 Hand Mat Cutter	_____	_____	ea	\$ _____
5.	Logan Blades	_____	_____	pk	\$ _____
6.	Chartpak Blades #16 (180-81)	_____	_____	pk	\$ _____
7.	Olfa Snap Off Blade Cutter	_____	_____	ea	\$ _____
8.	Olfa Square Blade	_____	_____	pk	\$ _____
<i>Adhesive, Tapes, etc.</i>					
1.	3M 6065 Spraymount	_____	_____	ea	\$ _____
2.	3M 6060 Spraymount	_____	_____	ea	\$ _____
3.	3M Adhesive 77-579-015	_____	_____	ea	\$ _____
4.	3M BX256 Artist Tape – ½"	_____	_____	ea	\$ _____
5.	3M Double Sided Tape #665 ¾" wide	_____	_____	ea	\$ _____
6.	3M Wall Mounting Tab #7221	_____	_____	pk1	\$ _____
7.	Scotch 202 ¾" Masking Tape	_____	_____	ea	\$ _____
8.	Scotch Brand 256 (non-stick) Artist Tape	_____	_____	rll	\$ _____
9.	Scotch #924 Adhesive Transfer Tape ¾" wide	_____	_____	rll	\$ _____
10.	Scotch 3M #811 Magic Plus Tape, 1" Core	_____	_____	rll	\$ _____
11.	Scotch 3M #811 Magic Plus Tape, 3" Core	_____	_____	rll	\$ _____
12.	Scotch 3M 568 Roll Adhesive	_____	_____	rll	\$ _____
13.	Double Track Adhesive film 24" x 36"	_____	_____	ea	\$ _____
14.	Brand Wrinkle-Free Rubber Cement	_____	_____	gal	\$ _____
15.	Framers Tape II	_____	_____	ea	\$ _____
16.	Krylon #1306 Workable Matte Fixative	_____	_____	ea	\$ _____
17.	Poster Board #82 8-ply/ 22" x 28" yds	_____	_____	ea	\$ _____
18.	Poster Board #16 8-ply/ 36" x 50" yds	_____	_____	ea	\$ _____
<i>Drawing Paper Products, Poster/Matt Boards, Foam Core</i>					
1.	Crescent Matt Board 32" x 40" (various colors)	_____	_____	ea	\$ _____
2.	Crescent Matt Board 28" x 44 (various colors)	_____	_____	ea	\$ _____
3.	Crescent Non-perm Illustration Board 20" x 30"	_____	_____	ea	\$ _____
4.	Crescent Colored Paper, Bar Harbor Gray 20"x32"	_____	_____	sht	\$ _____
5.	Crescent Art Paper	_____	_____	sht	\$ _____
6.	Matt Board 32" x 40" Velcro	_____	_____	ea	\$ _____
7.	Bainbridge White Illustration Board 20" x 30"	_____	_____	ea	\$ _____
8.	Double Thick, 20" x 30"	_____	_____	bx	\$ _____
9.	Albanene Vellum 18" x 24"	_____	_____	sht	\$ _____
10.	Illustrations Board 99-cold press, single press	_____	_____	ea	\$ _____
11.	Parchment Tracing Paper 9" x 12"	_____	_____	sht	\$ _____

12. Parchment Tracing Paper 14" x 17"	_____	_____	sht	\$ _____
13. Foam Core 30" x 40" x 3/16"	_____	_____	sht	\$ _____
14. Foam Core 48" x 96" x 3/16"	_____	_____	sht	\$ _____
15. Foam Core 20" x 30" x 1/4"	_____	_____	sht	\$ _____
16. 11 x 17 Inkjet Photo Paper	_____	_____	pk	\$ _____
17. 8½ x 11 Inkjet Photo Paper	_____	_____	pk	\$ _____
18. 18 x 24 Rubylith	_____	_____	ea	\$ _____
19. 18 x 24 Amberlith	_____	_____	ea	\$ _____
20. Plotter Paper 24" x 150"	_____	_____	rll	\$ _____
21. Plotter Paper 36" x 50"	_____	_____	rll	\$ _____
22. Plotter Paper 36" x 150"	_____	_____	rll	\$ _____
23. RSA709 18 x 24 medium fast blueprint paper	_____	_____	ea	\$ _____
24. RSA709 24 x 36 medium fast blueprint paper	_____	_____	ea	\$ _____
25. Bristol Board Sizes 9 x 12	_____	_____	ea	\$ _____
26. Bristol Board Sizes 11 x 14	_____	_____	ea	\$ _____
27. Bristol Board Sizes 14 x 17	_____	_____	ea	\$ _____
28. English Treothane Professional Brayer 50mm	_____	_____	ea	\$ _____
29. English Treothane Professional Brayer 75mm	_____	_____	ea	\$ _____
30. English Treothane Professional Brayer 100mm	_____	_____	ea	\$ _____

Inks, Mediums, Pens, Pencils, Markers, Brushes, Palette, etc.

1. Berol Prismacolor Art Marker (various colors)	_____	_____	ea	\$ _____
2. Calligraphy Markers (various colors)	_____	_____	ea	\$ _____
3. Fine Illustrator Pen-Back	_____	_____	ea	\$ _____
4. Sakura Pigma Micron Pens	_____	_____	ea	\$ _____
5. Design Drawing Pencil	_____	_____	ea	\$ _____
6. Charcoal Pencils, 4B or 6B	_____	_____	ea	\$ _____
7. Artist Pastels, 48 Color Set	_____	_____	ea	\$ _____
8. Artist Pastels, 12 Earthtones	_____	_____	ea	\$ _____
9. Artist Acrylic (all colors)	_____	_____	ea	\$ _____
10. Graphite Pencils: 4B, 6B, 7B, 8B or 9B	_____	_____	ea	\$ _____
11. Graphite Jume Pencil: 4B, 6B or 8B	_____	_____	ea	\$ _____
12. Conte Crayons Assortment	_____	_____	pk	\$ _____
13. Domestic Charcoal	_____	_____	bx	\$ _____
14. Alphacolor Char-Kole Squares	_____	_____	bx	\$ _____
15. Canson Disposable Palette 9 x 12	_____	_____	ea	\$ _____
16. Plastic Palette Knife	_____	_____	ea	\$ _____
17. Wonder White Bright 6 Brush Set	_____	_____	set	\$ _____
18. Kneaded Erasers, Large	_____	_____	ea	\$ _____
19. Art Gum Eraser	_____	_____	bx	\$ _____
20. Gel Medium-pint	_____	_____	ea	\$ _____
21. Burnt Plate Oil	_____	_____	qt	\$ _____
22. Burnt Plate Oil	_____	_____	gal	\$ _____
23. Etching Ink Opaque White	_____	_____	ea	\$ _____
24. Etching Ink White	_____	_____	ea	\$ _____
25. Holbein Gouache tubes	_____	_____	set	\$ _____
26. Holbein Acrylic Gouache tubes	_____	_____	set	\$ _____
27. Holbein Watercolor tubes	_____	_____	set	\$ _____

Miscellaneous

1. Cutting Mat, 24" x 36"	_____	_____	ea	\$ _____
2. Plastic Push Pins	_____	_____	bx	\$ _____
3. 45 Degrees Alvin Triangle	_____	_____	ea	\$ _____
4. Non-skid Stainless Steel Ruler – 24"	_____	_____	ea	\$ _____
5. Bestline Thinner	_____	_____	gal	\$ _____
6. Aluminum T-square, 36"	_____	_____	ea	\$ _____
7. 30 Degree Alvin Triangle	_____	_____	ea	\$ _____
8. 60 Degree Alvin Triangle	_____	_____	ea	\$ _____
9. Chromalux Stand without Bulb	_____	_____	ea	\$ _____
10. Ulano stencil remover	_____	_____	ea	\$ _____

Section II. – Printmaking

Item	Description	Product No.	Brand	UofM	Unit Cost
<i>Cutting Tools</i>					
1.	Creutex Monotype	_____	_____	oz	\$ _____
2.	Creutex Block Ink, Violet, magenta, yellow, etc.	_____	_____	oz	\$ _____
3.	Intense Black Etching Ink	_____	_____	lb	\$ _____
4.	Process Black Etching Ink	_____	_____	lb	\$ _____
5.	Process Blue Ink	_____	_____	lb	\$ _____
6.	Process Magenta Ink	_____	_____	lb	\$ _____
7.	Renaissance Black Ink	_____	_____	lb	\$ _____
8.	Indian Red Ink	_____	_____	lb	\$ _____
9.	Marx Violet Ink	_____	_____	lb	\$ _____
10.	Carbazole Violet Ink	_____	_____	lb	\$ _____
11.	Ultramarine Blue Ink	_____	_____	lb	\$ _____
12.	Vine Black Etching Ink	_____	_____	lb	\$ _____
13.	Yellow Ochre Etching Ink	_____	_____	lb	\$ _____
14.	Dark Brown Etching Ink	_____	_____	lb	\$ _____
15.	Graphic Chem Ink Etching Burnt Um	_____	_____	lb	\$ _____
16.	Rosin-fine Powder	_____	_____	lb	\$ _____
17.	Iron Perchloride Crystals	_____	_____	lb	\$ _____
18.	Copper Etching Solution	_____	_____	gal	\$ _____
19.	Lacquer Thinner	_____	_____	gal	\$ _____
20.	Denature Alcohol	_____	_____	gal	\$ _____
21.	Lithotine	_____	_____	gal	\$ _____
22.	Arches Cover – White 22” x 30”	_____	_____	ea	\$ _____
23.	18” Rubber Roller, 30 Durometer	_____	_____	ea	\$ _____
24.	Nitric Acid	_____	_____	pt	\$ _____
25.	Acetic Acid, 9%	_____	_____	pt	\$ _____
26.	Rives BFK, White printing making paper, 22x30	_____	_____	sht	\$ _____
27.	Cosmos blotter, 24” x 38”	_____	_____	ea	\$ _____
28.	Akua(water-based) intaglio inks, (all colors)	_____	_____	ea	\$ _____
29.	Copper Etching Plates, w/acid-resistance coating	_____	_____	ga	\$ _____
30.	Imagon Ultra Rapid Film, 24” x 10’	_____	_____	rll	\$ _____
31.	Imagon Ultra Rapid Film, 24” x 50’	_____	_____	rll	\$ _____
32.	Z Acryl Stop Out Resist	_____	_____	ea	\$ _____
33.	Solarplate, 6” x 8”	_____	_____	ea	\$ _____
34.	Solarplate, 8” x 10”	_____	_____	ea	\$ _____
35.	Akua Liquid Pigment (all colors)	_____	_____	ea	\$ _____
36.	Simple Green	_____	_____	gal	\$ _____
37.	Speedball Silk Screen inks (various colors)	_____	_____	qt	\$ _____
38.	Transparent Extender Base	_____	_____	qt	\$ _____

Section III. – Brands

Bidders are asked to list the discount offered on the following brands and/or their current catalog.

	<u>Discounts Offered</u>		Manufacturer
	Shelf	Catalog	
1. Kolinski Plus Spotter	_____	_____	_____
2. Vemco Supplies	_____	_____	_____
3. Mayline Products	_____	_____	_____
4. Chartpack Supplies	_____	_____	_____
5. 3M Products	_____	_____	_____
6. Letra Set Products	_____	_____	_____
7. BeRol Products	_____	_____	_____
8. Sandford Products	_____	_____	_____
9. Speedball Products	_____	_____	_____
10. Akua Intaglio Products	_____	_____	_____
11. Faber-Castell Goldfaber	_____	_____	_____
12. HK Holbein Products	_____	_____	_____
13. Other - _____	_____	_____	_____
14. _____	_____	_____	_____

Section IV. - Warranty

Below provide warranty information for manufacturer(s) and/or brand(s) offered. Attach additional information if needed.

Section V. – Escalation & Consumption

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 ____ %

Please provide details about your company’s demonstrated commitment to sustainability:

Section VI. – Delivery & Related Services

- 1. Shipping Chargers: Indicate shipping charges, if any, for local delivery:

- 2. Minimum Order: Does your firm have a minimum quantity/dollar amount for free delivery?

- 3. Delivery Lead-Times: Stock orders will be delivered within _____ working days of receipt of an order.(4 Days Maximum for standard orders is MANDATORY)
- 4. Emergency Order Lead-Time: Please indicate your company’s minimum lead-time for the delivery of emergency orders of stock items:

What is, if any, the charge for expediting or _____
- 5. Pick Up Orders: What is the lead-time required for Pick Up/Will Call Orders?

- 6. ORDERING PROCEDURES: Please provide the required information for placing orders with your firm:
Contact Name: _____ Phone No.: _____
Hours open for Pick-up by College personnel: _____
Email Address: _____
- 7. DELIVERY SERVICES: Please indicate the mode of transportation used, as the standard method of delivery, by your firm to the College (i.e.: company owned vehicle, contracted local delivery service, national parcel delivery service, OTR, etc...)

- 8. RETURNS: Please describe the conditions that must be met for order cancellation and/or returns. Be sure to mention any restocking fees that will apply:

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 ARTS AND DRAFTING SUPPLIES, as more fully described in B0004039 (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.

