

INSTRUCTIONS TO ALL BIDDERS

B0002843

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 must be sealed and delivered to the Department of Purchasing, 300 S. Broadway, St. Louis, MO 63102 on or before the time and date stipulated in the Invitation for Bid document. All late bids will be rejected.
3. Please affix the College Address Label enclosed in your bid packet to the outside of your bid package. This label contains information relevant to the bid and will help insure that it is properly filed, recorded and scheduled for the bid opening.
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 document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.
5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.
6. “Brand Name” product identification will occasionally be used to identify quality and characteristics of an item. Bids will be accepted on alternate items unless designated a “no substitute” as long as complete written specifications are enclosed with the bid. The College will not be obligated to consider alternate proposals submitted without this documentation.
7. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.
8. 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 change or amendment, unless specifically so designated by the College.
9. The College retains the right to make an award on an “item by item” or “all or nothing” basis and to determine what constitutes the lowest bid meeting all specifications.
10. Requests 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.
11. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

DELIVERY AND INVOICING INFORMATION

1. Delivery of all products and services must be completed by the date offered in this Invitation for Bid. 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.
2. Invoices must be submitted in duplicate to:
Accounts Payable
St. Louis Community College
300 S. Broadway
St. Louis, MO 63102
Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.
3. On bids offered as F.O.B. Origin, freight not allowed, all freight charges must be prepaid and added to the invoice. St. Louis Community College will accept no collect shipments. All collect shipments will be returned to the shipper at his/her expense without penalty or re-stocking charge to the College. All F.O.B. origin shipments must be fully insured for replacement cost.
4. All shipments must contain a packing list referencing the College’s purchase order number.
5. All shipments should be addressed to the College Receiving Department at the location or locations specified. Failure to comply may cause substantial delay in payment. The College renders payment only when delivery of goods and services has been certified by the Receiving Department. The seller bears complete responsibility in complying with this requirement.
6. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.



INVITATION FOR BID NO. B0002843
(Rebid of B0002817)

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COORDINATOR/BUYER: BEVERLY GARNER

Phone: (314) 539 -5234

DATE ISSUED: May 3, 2011

ITEM/SERVICE REQUESTED: PURCHASE OF A RESEARCH GRADE MICROSCOPE WITH APPICATION SOFTWARE

Sealed bids will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 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 AND TIME OF BID OPENING: May 17, 2011 @ 2:00 P.M., LOCAL TIME

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. 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 change or amendment, unless specifically so designated by the College.

Requested deliveries should be made to St. Louis Community College Receiving Department at the following location(s):

_____ College Center
300 South Broadway
St. Louis MO 63102

_____ Forest Park
5600 Oakland Avenue
St. Louis MO 63110

_____ Florissant Valley
3400 Pershall Road
St. Louis MO 63135

_____ Meramec
11333 Big Bend Blvd.
Kirkwood MO 63122

_____ Wildwood
2645 Generations Drive
Wildwood MO 63040

_____ SCEUC
4115 Meramec Bottom Road
St. Louis MO 63129

X Other: STLCC Bridge Park - Plant Life Sciences
1005 N. Warson Road
Olivette, MO. 63132

Requested Delivery: May 30, 2011
Payment Terms: _____
(unless otherwise stated, terms will be Net 30)

Delivery Offered: _____
F.O.B.: Origin _____ Destination _____

Est. Freight Charge: _____

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. (60 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid is 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)

FEDERAL TAX ID: _____

EMAIL: _____

(Print Name and Title)

(Authorized Signature)

(Company Address)

(City/State/Zip Code)

Bid is accepted for the College by:

(Signature)

(Title)

Items/Sections Accepted:

Optic Carrier for DMI4000 B or DMI6000 B.

U-shape lens system including 2 deflection prisms and 1x tube lens

Leica Application Suite: LAS Core-Package

Leica CTR4000 Electronics Box with built-in power supply AC 90-250 V, 50-60Hz, with plugs for two 12V 100W Halogen-Lamps (incident and transmitted). Including cable for the connection to Microscope.

Fluor Turret, motorized 6 position fast fluorescence disc.

Excess to filter cubes via a drawer for easy and fast change of filter cubes without tools. Including fluorescence module existing of: Fluorescence Intensity Manager (FIM) to decrease light intensity in 5 increments, centerable field diaphragm, 12 different, aperture diaphragms (round and rectangular), with fast shutter. No motorized magnification changer but equipped with a fixed 1x tube lens, Motorized and encoded 6 position fluorescence filter turret; Fast filter cube change (0.2 seconds) Filter cube exchange does not require the use of any tools; upgradeable to integrated fast filter wheel for fast switching of excitation in less than .05 seconds.; Zero pixel shift registration filter cubes with light trap; 12 preset (motorized) filed apertures (circular and square) and shutter (0.1 seconds); Fluorescence intensity manager (FIM) attenuates fluorescence intensity in 5 reproducible steps and effectively protects probes against bleaching. Electronically controlled with no neutral density filters to wear out; Motorized excitation manager for leveling different fluorescence intensities in 17 reproducible steps; Rectangular and round field diaphragms to fit the eyepieces or chip size of the camera.

Binocular Fix Tube

With:

Siedentopf design for optimal ergonomoy: eyepiece module in 2 directions mountable (up and down)

Field of view 25 mm

Eyepiece diameter 30 mm

Variable interpupillary distance range 55 mm to 75 mm :

Viewing 45°

Manual side port module holding optics to guide the light 100% to a left photo-port.**Filter system A4 ET, k****Filter system L5 for blue excitation filter: BP 480/40,**

Dichromatic mirror: 505, suppression filter 527/30 size KET, k

Filter system TX2 ET, K**Set of light rings PH 0-3 for condenser S23/S28****Condenser head 0.55 S28****Motorized S1 - S28 condenser** base for condensers S1 up to S28 for free working distances 1 to 28mm.

Field of view 25mm.

The Condenser base features:

7-position disk to accommodate light rings, IC prisms or modulation slits. The disk can be equipped, individually. All transmitted light contrasting methods are possible (BF,PH, DF, Pol, DIC, IMC), including motorized aperture diaphragm, including fixed mount for interchangeable condenser heads. Possibility to mount polarizer and to mount filter holder (diameter 32mm). Including height adjustment and field diaphragm adjustment, including fixation of for Koehler illumination and adjustment tools and tool-box, suitable for all magnifications 1, 25 up to 100x. Position appropriate prism for DIC or phase ring into place based on chosen contrast technique and objective; Integrated motorized polarizer for (optional) DIC and PO contrast techniques. Automatically adjusts aperture diaphragm based on objective in place and chosen contrast technique.

Manual and Coded Transmitted Light Illumination Arm,

with integrated tilting mechanism for specimens or micromanipulator clearance, integrated manual field diaphragm, integrated manual filter magazine for 2 replaceable filter positions, - one position factory equipped with a shutter, CQC "Condenser Quick- Changer" for all manual and motorized condensers, automated coded condenser identification, standard lamp housing adapter for all Leica lamp housings, integrated duct for the lamp housing cable.

Lamphousing 107/2 for transmitted light, with non-adjustable lamp mount for Halogen lamp 12V 100W, with 1-lens collector and heat protection filter, mains cable 2,50 m

12V 100W tungsten halogen lamp

Prior Lumen 200 illumination systems with manual light attenuator, 2 meter light guide, microscope adapter and 200 watt bulb.

Three point mounted regular fixed stage 248 mm x 212mm.

Aluminum, ceramic-coated, extremely scratchproof, precisely plane-parallel, including a round 88 mm insert with 10 mm opening. Prepared for right and left adaptation of object guide.

Object guide for regular, heatable or cooling fixed stages, with a size of 248 mm x >200 mm, with ergonomic, deep-lying coaxial control drive, with an extremely accurate and sensitive adjusting knob, with ceramic coated contact surface. No interference with documentation ports or function elements of the microscope. Travel Range: 83 x 127 mm (e.g. for Multi arrays). For precise positioning several inserts (>20 heatable or non-heatable) can be fixed with an accurate click-mechanism

Universal holding frame M, suitable for fixed stages with object guide of inverted microscopes

DM IL, DM IRB or DM IRE2. Using the Universal Mounting Frames M it is possible to fix petri dishes with diameters from 24 mm up to 68 mm or to fix slides with a length up to 120mm. Depending on the diameter and the height of petri dishes two movable holding devices are adjusted. Outer holder dimensions (LxWxH) in mm: 165 x 100 x 5

Objective HC PL FLUOTAR 10x/0.30 PH1

Free working distance: 11.0 mm. For use with and without Cover Glass Suitable for Phase Contrast, not suitable for Incident Light, except Fluorescence

Objective HCX PL FLUOTAR L 20x/0.40 CORR PH1

Free working distance: 6.9 mm
For use with Cover Glass of 0 - 2 mm thickness
Suitable for Phase Contrast, not suitable for Incident Light, except Fluorescence

Objective HCX PL FL L 40x/0.60 CORR PH2

Free working distance: 3.3 - 1.9 mm
Cover glass: 0-2
Useful and recommended for Integrated Leica Modulation Contrast (IMC)
Suitable for Phase Contrast, not for Incident Light, except Fluorescence

Objective HCX PL FLUOTAR 63x/1.25 OIL 0.17

Free working distance: 0.19 mm
For use with a 0.17 mm Cover Glass (DIN/ISO)
Not suitable for Incident Light, except Fluorescence

Eyepiece HC PLAN s 10x/22 Br. M

Leica DFC310 FX is a digital CCD color camera with a 1392 x 1040 pixel interline transfer sensor. Pixel size 6.45 μm x 6.45 μm , color filter RGB (Bayer), high dynamic range >60dB, 12 bit A/D converter, and trigger capability. Active Peltier cooling allows exposure times between 4 μsec - 10 minutes. Two pixel clock rates (40 MHz and 20 MHz) with max. 20 full frames per second. Various black/white binning modes (2x2, 4x4, 8x8). Fast data transfer and power supply via FireWire #IEEE1394b 9-pin cable. Ideal suited for multicolor fluorescence applications including time lapse recordings and documentation of stained morphological high color fidelity. Recommended video adapter 0.7x. Supported operating system: PC Win2000, XP, Leica DFC Twain Software for PC included

C-Mount adapter 0.55x HC, for 1/2" and 0.55" cameras

LAS AF AF6000 Core Software, operates without the need for a dongle.

Offers the following functionality for microscopes and cameras:

- control of one or more compatible Leica DFC cameras for image acquisition
- full control of camera features exposure, gain, binning, black white and gamma level, region of interest image capture.
- Leica Hardware configurator, enabling configuration of compatible microscopes. Experimental setup and user interface
- Workflow oriented user interface for ease of use and ergonomoy
- Intuitive setup of experiment conditions for fast setup and acquisition
- Optimized data handling for fast acquisition and large data set display
- Automatic recording of experimental parameters for reference or reloading for subsequent experiments. Viewing organizing and exporting data.
- Full image viewer including annotations and image overlay.
- Experiment tree for data management save, rename, copy, delete, export as tif, avi, jpeg.
- Access to experimental conditions for export as XML or applying to another experiment. Image processing and measurement.
- Adjust contrast, brightness and gamma on every image
- Merge crop and image arithmetic
- Intensify, length and area measurements
- Measurements of area intensities through image stacks
- Online measurement whilst displaying a live images
- Possibility to add additional application modules fully integrated into core application.
- Additional modules will be protected by a hardware license key; additional components
- Features context sensitive Online help. Includes user manual. Optional modules required for multi-channel acquisition, mark and find, stitching, time-lapse experiments, Z-Stack acquisition and acquisition with non-Leica cameras.

Dongle for AF6000

optional modules are required to add additional modules to the AF6000 core module. AF6000 Multi-Channel Acquisition allows the definition of up to 8 acquisition channels per experiment. Each acquisition channel can be defined with different contrasting techniques and with different acquisition parameters.

ATTACH DETAILED ITEMIZED SPECIFICATIONS OF THE SYSTEM YOU ARE OFFERING.

BRAND/MODEL OFFERED: _____

PLEASE ATTACH A DETAILED ITEMIZED QUOTE WITH YOUR RESPONSE.

2. Explain in detail the Warranty offered:

3. On-site training on the proper operation and general maintenance of all parts of microscope. (Actual date and time will be arranged with staff at the time of delivery) \$ _____

4. Freight. Packaging and Delivery Cost, if applicable \$ _____

TOTAL COST: \$ _____

- 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.
- 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.
- 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, sub-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.
- 23. YEAR 2000 COMPLIANCE** The Supplier warrants that each hardware, software and firmware product delivered under this Contract, without limitation, shall be able to accurately process data, including, but not limited to, calculating, recording, reporting and sequencing, from, into and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with product documentation provided by the manufacturer, provided that all listed or unlisted product (e.g., hardware, software, firmware) used in combination with such listed product properly exchange data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products of a system. The Supplier shall demonstrate to the satisfaction of the College the capability of the product to perform the aforementioned date functions. The College may, prior to acceptance, require the Supplier to demonstrate to the satisfaction of the College the capability of a product to perform the aforementioned date functions. Failure to meet this requirement is a defect and the College may decline to accept the product or service. In that event, the Contract shall be terminated automatically and the vendor shall return any sums the College may have paid to the seller. This Year 2000 warranty and remedy shall be in addition to any other which may be provided with respects to defects other than Year 2000 performance. It shall not be limited by any disclaimers or limitations elsewhere contained in the Contract.

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to the state of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e. g., St. Louis Community College) to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) – Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services: and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at www.uscis.gov scroll to the bottom of the

page and select the E-verify link



or by calling **888-464-4218**.

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.

(rebid of B0002817)

AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

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"):

_____.

I am the _____ for Contractor and I have personal knowledge of the facts stated herein.

On or about _____, Contractor entered into a contract with St. Louis Community College, for the provision of **Purchase of an Research Grade Microscope with Application Software** as more fully described in Contract **B0002843** (hereinafter referred to as "Contract").

Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

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.

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.

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.

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.

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.

(rebid of B0002817)

AFFIDAVIT

Dated this _____ day of _____, 2011.

_____)

STATE OF MISSOURI

) SS.

COUNTY OF _____)

On this ____ day of _____ in the year 2011, 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.

Notary Public

My Commission Expires: