



**INVITATION FOR BID**

**B0004078**

Purchasing  
3221 McKelvey Road  
Bridgeton, MO 63044

**SPECIFICATIONS  
FOR  
SAFETY FOOTWEAR**

FOR ADDITIONAL INFORMATION, CONTACT:

Rachel Shelley, Buyer  
Phone: (314) 539-5262  
Email: [STLCCbids@stlcc.edu](mailto:STLCCbids@stlcc.edu)

January 11, 2022	Date Issued
January 27, 2022	Last Date to Submit Questions
February 3, 2022	IFB CLOSING DATE: 3:00 PM, CST
February 25, 2022	Notification of Recommendation for Award Contract award date, contingent upon approval by the College's Board of Trustees

**Table of Contents**



.....1

**INVITATION FOR BID B0004078 .....3**

**CONTRACT OR BLANKET ORDER AGREEMENT .....4**

**Minority and Women-Owned Business Enterprises Participation Clause: .....5**

**INSTRUCTIONS TO ALL BIDDERS .....6**

**CONTRACTUAL REQUIREMENTS .....8**

**PRICING PAGE.....9**

**TERMS AND CONDITIONS .....12**

**EXHIBIT A .....15**

**EXHIBIT B .....16**

**INVITATION FOR BID B0004078**

**BUYER: Rachel Shelley (314) 539-5262**

**DATE ISSUED: January 11, 2022**

**ITEMS/SERVICE REQUESTED: Safety Footwear**

**Proposals will be received at <https://stlcc.bonfirehub.com> until the time and date given herein. 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: February 3, 2022 at 3:00 PM, CST**

If this IFB 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 Respondent. By signing and submitting this IFB, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this IFB. All purchases are subject to the terms and conditions contained in and attached to this IFB. By submitting a response, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one (1) or more “Purchase Orders” in connection with the contract formed by acceptance of this proposal. 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.

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 IFB 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 on behalf of the College by:**

**KeJuan Torrence, Interim Purchasing Supervisor**

\_\_\_\_\_  
**Signature**

**Sections Approved:**

**CONTRACT OR BLANKET ORDER AGREEMENT**

The purpose of this IFB 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 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 12 months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period:                      One (1) year, with three (3) optional, one (1) year renewals  
Contract Start Date:                March 1, 2022  
Potential Contract End Date:      February 28, 2026  
Estimate of Dollar Expenditure:   \$32,000.00

**Contract Liaison Person (to be completed by bidder):**

\_\_\_\_\_  
**(Name/Title)**

\_\_\_\_\_  
**(Phone)**

\_\_\_\_\_  
**(Email)**

**INVITATION FOR BID B0004078**

**Safety Footwear**

**Minority and Women-Owned Business Enterprises Participation Clause:**

St. Louis Community College is committed to providing equal opportunities for business growth and development to Minority and Women-Owned Business Enterprises (M/WBEs). St. Louis Community College will ensure that M/WBEs are given the opportunity to do business with the college by increasing the amount of business placed with such enterprises when possible. The goal is to ensure supplier diversity is part of both the pool of suppliers and part of the supply chain in all areas of the College's sourcing activities in our Procurement and Engineering and Design Departments.

## INSTRUCTIONS TO ALL BIDDERS

### General:

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Respondents 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. Proposals **MUST** be submitted electronically at <https://stlcc.bonfirehub.com> on or before the time and date stipulated in the Invitation for Bid (IFB) document. Potential bidders are advised that all unsigned bids will be rejected.
3. **All late bid will be rejected including late samples.**
4. 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 **Exhibit B** **MUST** be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)
5. **All bids MUST be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the College IFB 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.
6. Bidders may submit more than one (1) bid proposal. No penalty or credit will be given for submitting multiple proposals. If multiple proposals are offered, each proposal **MUST** be individually signed. **If alternate items are offered for bid, each item MUST be clearly identified by manufacturer name/style number in the pricing section. In addition, complete written specifications MUST be mailed for product evaluation purposes, or the bid may be disqualified. Samples of alternates MUST be submitted to the address below prior to the closing date and time.** All samples will be available for return once the contract has been awarded. The successful bidder’s products may be retained for the term of the contract for quality assurance purposes.

**Mail Samples to:** Purchasing

Attn: Rachel Shelley for B0004078  
3221 McKelvey Road  
Bridgeton, MO 63044

7. The College reserves the right to make the sole determination of whether any alternate product offered is equal to the product specified and qualifies as an acceptable alternate.
8. **All questions regarding this IFB MUST be submitted in writing at <https://stlcc.bonfirehub.com>. Addenda will be issued to answer all questions that are submitted in writing; all addenda will be posted at <https://stlcc.bonfirehub.com>. Bidders MUST ensure all addenda are reviewed, signed and submitted with bid responses.**
9. The College, at its sole discretion, reserves the right to make the final decision on which bid submitted best meets its need.
10. 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.

11. If this proposal 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 Proposer. 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 IFB. All purchases are subject to the terms and conditions contained in and attached to this IFB. By submitting a proposal, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one (1) 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.
12. Proposers are to check the College's website at <https://stlcc.bonfirehub.com> to ensure all addendums are included with submission of bid responses.
13. Invoices MUST be submitted in duplicate to:
  - Accounts Payable
  - St. Louis Community College
  - 3221 McKelvey Road
  - Bridgeton, MO 63044
  - Or
  - [apayable@stlcc.edu](mailto:apayable@stlcc.edu)
  - a) Invoices MUST reference the purchase order number, show unit and extended price on each item and list the "ship to" address.
14. The College renders payment only after delivery of services. All payments are distributed electronically by Paymode-X.
15. St. Louis Community College is a tax-exempt public institution. The College's tax-exempt Missouri I.D. is **11166584**.

### **Evaluation of Bids:**

In addition to price, the College reserves the right to consider other issues, such as quality of selection, range of products offered, delivery services, frequency of price changes and bidder's efforts in the area of sustainability in the evaluation of this bid. All bidders should complete Additional Information - **Exhibit A**.

### **Award:**

1. The College reserves the right to award this contract on a section-by section or all-or-nothing basis, whichever is deemed by the College to be in its own best interest.
2. The College reserves the right to award this contract to more than one (1) bidder.
3. The College reserves the right to make sole determination of which alternate products offered meet the specifications of the bid.
4. The College reserves the right to reject any bids that do not provide pricing, with or without escalation for the entire contract duration.
5. The College reserves the right to inspect the bidder's facility as a precondition of award, to determine bidder's ability to meet contract requirements.

### **Administrative Details and Checklist:**

1. This IFB does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to

accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this IFB if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.
3. The College reserves the right to accept other than the lowest fees quoted.
4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College's Board of Trustees.
5. The College's Board of Trustees has the sole authority to award a contract as a result of this IFB process.
6. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law. Every effort will be taken, to the extent that it is legal to do so, to keep responses confidential. Notwithstanding the above, the College will not be held accountable if material from responses is obtained by other parties without written consent of the proposer.

### **CONTRACTUAL REQUIREMENTS**

#### **General:**

1. The successful bidder will be required to provide shoe mobile services.
2. The successful bidder will be required to deliver all orders complete, pre-sorted, individually packaged and labeled by employee, to their respective campus for distribution.
3. College Delivery Locations:

Forest Park	Florissant Valley	Meramec
5600 Oakland Avenue	3400 Pershall Road	11333 Big Bend Road
St. Louis, MO 63110	St. Louis, MO 63135	Kirkwood, MO 63122
South County	Wildwood	
4115 Meramec Bottom Road	2645 Generations Drive	
St. Louis, MO 63129	Wildwood, MO 63040	
4. Invoices MUST reference only one (1) Purchase Order per invoice.



**PRICING PAGE**

**Category 1- Market Basket of a few items we may purchase.**

**The proposed pricing for items 1-3 shall be firm, fixed and include all shipping costs.**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Size Range</u></b>	<b><u>EA Unit Price</u></b>
<b>1</b>	<b>Boot 1</b>	___ - ___	\$ _____
	Waterproof leather upper	___ - ___	\$ _____
	Breathable waterproof lining	___ - ___	\$ _____
	Shaft height: 5.5"	___ - ___	\$ _____
	Heel height: 1.5"	___ - ___	\$ _____
	Rubber outer sole		
	Cement construction		
	ASTM F2413-18 M/I/C EH compliant with individually fitting left and right safety toe caps		
	Required sizes: M 7 to 12, 13 (Min.)		
	Benham, Men's Harley-Davidson, Composite Toe Hiker D94481		
	or approved equal		
	Standard Colors available: _____		
	Additional Sizes available: _____		
	Brand/Style No. Offered: _____		

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Size Range</u></b>	<b><u>EA Unit Price</u></b>
<b>2</b>	<b>Boot 2</b>	___ - ___	\$ _____
	Waterproof full grain leather	___ - ___	\$ _____
	Breathable mesh upper	___ - ___	\$ _____
	Shock absorbing insole and midsole	___ - ___	\$ _____
	Breathable mesh lining	___ - ___	\$ _____
	Oil and slip resistant outsole		
	ASTM F2413-18 M/ I/ C EH compliant		
	Required sizes: M 8-1/2 to 12, 13, 14		

Merrell J11617  
or approved equal

Standard Colors available: \_\_\_\_\_

Additional Sizes available: \_\_\_\_\_

Brand/Style No. Offered: \_\_\_\_\_

<u>Item</u>	<u>Description</u>	<u>Size Range</u>	<u>EA Unit Price</u>
3	<b>Boot 3</b>	___ - ___	\$ _____
	Waterproof leather upper	___ - ___	\$ _____
	Moisture-wicking mesh lining	___ - ___	\$ _____
	Removable cushioned footbed	___ - ___	\$ _____
	Polyurethane cushioned midsole	___ - ___	\$ _____
	Oil and slip resistant TPU outsole		
	Direct attach construction		
	ASTM F2413-18 M I/75 C/75 EH		
	HYTEST Knox Direct Steel-Toe 13751		
	or approved equal		

Standard Colors available: \_\_\_\_\_

Additional Sizes available: \_\_\_\_\_

Brand/Style No. Offered: \_\_\_\_\_

**Category 2 - Escalation:**

List the maximum, annual price percent increase for the periods listed below for line items 1-3:

Year 2 Pricing 1 PCT \_\_\_\_\_%

(applied to Year 1 bid pricing)

Bidder MUST identify below by checking appropriately if the stated percentage is an INCREASE or DECREASE.

Increase: \_\_\_\_\_ or Decrease: \_\_\_\_\_

Year 3 Pricing 1 PCT \_\_\_\_\_%

(applied to Year 2 bid pricing)

Bidder MUST identify below by checking appropriately if the stated percentage is an INCREASE or DECREASE.

Increase: \_\_\_\_\_ or Decrease: \_\_\_\_\_

Year 4 Pricing 1 PCT \_\_\_\_\_%

(applied to Year 3 bid pricing)

Bidder MUST identify below by checking appropriately if the stated percentage is an INCREASE or DECREASE.

Increase: \_\_\_\_\_ or Decrease: \_\_\_\_\_

**Category 3 – General Discount(s) Offered:**

The College reserves the right to purchase items not specifically listed in Category 1. Indicate below the price basis for these items, the discount percent offered against this price base and the title/publication to be referenced. (Attach additional sheets if necessary). **Discounts offered shall remain firm for the life of the contract.**

Discount Offered	Base Price Source	Date	Frequency of Publication	Warranty Offered	Catalog/Website Access

If the above structure for discounting is not applicable, please explain your company’s method for pricing:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Category 4 – Shoe Mobile Service:**

Please address any pricing as it applies to providing shoe mobile services to the College locations.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1. CONTRACT PERIOD**

The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the IFB and extend for a period of one (1) year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

### **2. REVISIONS TO THE SCOPE OF WORK**

In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

### **3. COORDINATION OF ACTIVITIES**

The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

### **4. CONFIDENTIALITY**

Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

### **5. REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL**

The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor's replacement of such personnel while under contract with the College. The contractor agrees and understands that the College's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph MUST be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

### **6. CLARIFICATION OF CONTRACT**

The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid (IFB) or the contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB document shall govern.

### **7. FORCE MAJEURE**

Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

### **8. GOVERNING LAW**

This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

### **9. BANKRUPTCY OR INSOLVENCY**

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

### **10. INSURANCE/INDEMNIFICATION**

The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers' Compensation Acts, Workers' Occupational Disease Acts, and from any other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by

## **TERMS AND CONDITIONS (continued)**

either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the "Hold Harmless Agreement". This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

### **11. INSURANCE/CERTIFICATES & LIMITS**

The following insurance shall be taken out and maintained at the Contractor's expense:

- A. Workers' Compensation and Occupational Diseases shall have statutory limits.
- B. Employers' Liability shall be in an amount not less than \$100,000 (Coverage B).
- C. Comprehensive General Liability: Bodily Injury and Property Damage: \$2,000,000 Combined Single Limits (or Bodily Injury and Property Damage \$2,000,000). Contractual Liability coverage including the "Hold Harmless Agreement" MUST be fully insured under this policy for the liability limits set forth above.  
Contractor's Protective Liability coverage MUST be included for the liability limits set forth above.  
The Contractor's Comprehensive General Liability Insurance shall include and provide:
  1. Coverage for bodily injury and/or property damage on an "occurrence" basis with an approved definition.
  2. A broad form property damage endorsement.
  3. Completed operations liability.
  4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols "X", and/or "C" and/or "U". The College shall be named as additional insured.
- D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: \$500,000 combined single limits (or \$250,000/\$500,000 Bodily Injury, \$500,000 Property Damage). This insurance MUST include non-owned, hired or rented vehicles as well as owned vehicles.

### **12. TAXES**

The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

### **13. PAYMENTS**

Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within 30 days of receipt of invoice.

### **14. PAYMENTS WITHHELD**

The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor's work is unsatisfactory or incomplete for a particular period.

### **15. CANCELLATION**

Either party may terminate or revise this agreement if agreed to by giving the other party 14 day's prior written notice.

### **16. CONTRACTOR INSURANCE**

Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College's property including Workers' Compensation, Employees' Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.

### **17. COLLEGE LIABILITY**

The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold

## **TERMS AND CONDITIONS (continued)**

it harmless from any and all claims made by any employee who may be injured on the College's property by any cause to the extent attributable to the Contractor's negligence and from all costs arising from such claim or claims including court costs and reasonable attorney's fees.

### **18. SAFETY**

It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

### **19. COMPLIANCE WITH APPLICABLE LAWS**

The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

### **20. NON-DISCRIMINATION IN EMPLOYMENT**

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

### **21. ASSIGNMENT OF AGREEMENT**

The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

### **22. NOTICE AND SERVICE THEREOF**

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

### **23. COMPLETE AGREEMENT**

The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto MUST be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.

**EXHIBIT A**  
**ADDITIONAL INFORMATION**

**Location(s) of Warehouse:**

Do you have a local warehouse? Yes \_\_\_\_\_ No \_\_\_\_\_

Please list locations.

---

---

---

---

---

---

**Additional Charges:**

Only those charges that are listed within this document will be honored by the College. Please list any other charges that may be applied by your firm during the life of contract that have not been previously mentioned, and show how they are applied and how often (delivery charges, over-size up charge, etc.):

---

---

---

---

---

---

**References:**

Please provide a minimum of three (3) references:

<b>Company Name</b>	<b>Contact Person</b>	<b>Phone</b>
_____ / _____	_____ / _____	_____ / _____ (_____) _____
_____ / _____	_____ / _____	_____ / _____ (_____) _____
_____ / _____	_____ / _____	_____ / _____ (_____) _____

**EXHIBIT B**

**NOTICE AND INSTRUCTIONS TO BIDDERS**

**REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO**

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 \$5,000 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)]

The 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 (US) Effective 1-1-2009. Company shall comply with the provisions of Section 285.525 through 285.550 RSMo. 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.

The College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at [www.uscis.gov](http://www.uscis.gov) scroll to the bottom of the page and select the E-Verify link



or by calling (888) 464-4218. You may also access the website to begin the registration process at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>.

If you have any questions, please contact the College, Purchasing Department at (314) 539-5227.



**EXHIBIT B (continued)**

**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 Safety Footwear, as more fully described in B0004078 (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.

**EXHIBIT B (continued)**

**AFFIDAVIT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
STATE OF

COUNTY OF

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the within Affidavit, and acknowledged to me that \_\_\_\_\_ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_ and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Signature of Person Executing Affidavit

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: