



**REQUEST FOR PROPOSAL NUMBER B0004085**

Department of Purchasing  
3221 McKelvey Road  
Bridgeton, MO 63044

**SPECIFICATIONS FOR Marketing Research and Consumer Insights, Strategic Marketing  
Planning/Campaign Creation, Graphic Design, Writing and Website Services**

FOR ADDITIONAL INFORMATION, CONTACT:  
Cynthia Green, Purchasing Supervisor  
Phone: 314 539-5227 or email: [cgreen2@stlcc.edu](mailto:cgreen2@stlcc.edu)

Last Date to Submit Questions: Friday, June 4, 2021

RFP CLOSING DATE: Friday, June 11, 2021

RFP CLOSING TIME: 2:00 p.m., local time

Date Issued: May 12, 2021

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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”): .....	22
2. I am the _____ for Contractor and I have personal knowledge of the facts stated herein. ....	22
3. On or about _____, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of Marketing Research and Consumer Insights & Related Services, as more fully described in B0004085 (hereinafter referred to as “Contract”). .....	22
4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.....	22
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.....	22
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.....	22
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.....	22
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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. ....	22

# Request for Proposal B0004085 for Marketing Research and Consumer Insights, Strategic Marketing Planning/Campaign Creation, Graphic Design, Writing and Website Services

## M/WBE 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

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Respondents will be expected to submit proposals 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 sealed and submitted at <https://stlcc.bonfirehub.com>. **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 proposals 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. 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.
7. 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 Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. 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 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.
8. Requests for clarification on RFP 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 Request for Proposal. Proposers are to sign and include all addendums with each bid being submitted.
9. Proposers are to check the College’s website at [www.stlcc.edu/purchasing](http://www.stlcc.edu/purchasing) 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.

## DELIVERY AND INVOICING INFORMATION

1. Invoices must be submitted in duplicate to:  
Accounts Payable  
St. Louis Community College  
3221 McKelvey Road  
Bridgeton, MO 63044

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

2. The College renders payment only after delivery of services. All payments are issued electronically by Paymode-X.
3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is **11166584**.

# REQUEST FOR PROPOSAL NUMBER B0004085 - INVITATION

**BUYER:** Cynthia Green (314) 539-5227

**DATE ISSUED:** May 12, 2021

**ITEMS/SERVICE REQUESTED:** Marketing Research and Consumer Insights, Strategic Marketing Planning/Campaign Creation, Graphic Design, Writing and Website Services

Sealed proposals will be received at <https://stlcc.bonfirehub.com> 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, June 11, 2021 at 2:00 p.m., Local Time

If this request for proposal 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 RFP, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a 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 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.

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

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

\_\_\_\_\_  
(SELLER – Company Name)/FEIN#

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(City/State/Zip Code)

Bid is accepted on behalf of the College by:

Cynthia Green, Purchasing Supervisor

\_\_\_\_\_  
Signature

Sections Approved:

## 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 with two (2) optional one year renewals

**Requested Contract Start Date:** August 1, 2021

**Estimate of Contract Quantity or Dollar Expenditure:** \$500,000.00

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

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

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
(Telephone)

**E-mail address** \_\_\_\_\_

# INTRODUCTION

St. Louis Community College (STLCC) is a premier provider of education and workforce training in the St. Louis metropolitan area. Since its founding in 1962, more than 1.2 million students have benefited from courses and services offered by the College.

STLCC is the largest community college system in Missouri and the second largest institution of higher education in Missouri. The college serves an area of more than 700 square miles that includes St. Louis City, St. Louis County, and portions of Franklin and Jefferson counties.

Nearly 50,000 individuals annually enroll in traditional college programs as well as continuing education and performance enhancing programs sponsored by employers. STLCC's four campuses – Florissant Valley, Forest Park, Meramec, and Wildwood – are shaped by their urban and suburban communities, and many programs are planned for the needs and special interests of their surrounding areas. STLCC also has education centers in south St. Louis County and north St. Louis City. The STLCC Corporate College in Bridgeton and Center for Workforce Innovation at Florissant Valley offer programs and services focused on workforce needs. STLCC also offers courses and training in area businesses, industries, and neighborhood and educational sites.

STLCC offers associate degree programs in areas including art, fine arts, science, applied science and teaching, as well as certificates of proficiency and specialization. In the past seven years, the college has awarded students with more than 14,700 degrees and certificates in programs such as allied health, business administration, general transfer studies, information systems, life sciences, engineering, and technology-related areas. Approximately 1,800 STLCC students annually transfer to Missouri four-year colleges and universities. Nearly 90 percent of all STLCC graduates remain in the region.

Through innovative partnerships and state-of-the-art programs, STLCC is a vital element of the local, regional, and state economy. The total economic impact of St. Louis Community College is more than \$2.5 billion.

## MISSION STATEMENT

Empowering Students. Expanding Minds. Changing Lives.

## CURRENT SITUATION:

College enrollment across the industry/sector is declining. However, enrollment and retention at St. Louis Community College is declining at a higher/disproportionate rate when compared to industry averages. This is attributed to a number of factors and assumptions:

- Declining population/smaller student pool
- Competition/More post-secondary education options
- Negative perception of STLCC/ Community College in general
- Lack of awareness/Investment in marketing



STLCC is confident that we can positively impact these enrollment, retention and perception trends by improving awareness of STLCCs educational offerings and the impact STLCC has on the community.

## RFP OVERVIEW:

St. Louis Community College invites all interested and qualified parties to submit a proposal for **Marketing Research and Consumer Insights, Strategic Marketing Planning/Campaign Creation, Graphic Design, Writing and/or Website Services**. STLCC recognizes that these are distinct areas of expertise and therefore will accept bids on any single area or combination of one or more areas of specialization identified below.

## ONE – RESEARCH AND CONSUMER INSIGHTS

### RESEARCH AND CONSUMER INSIGHTS:

Our partner(s) must be adept at conducting, analyzing, interpreting, and summarizing market research that results in actionable recommendations. Specifically, STLCC is seeking a partner to lead:

- STLCC’s audience segmentation study that will clearly identify and prioritize (by opportunity) our varying audiences. Data must include, but not be limited to, demographic, psychographic, behavioral, attitudinal, and media consumption (anticipate 5-8 segments)
- A situation analysis to define STLCCs marketplace/business environment and inform our brand positioning. The situation analysis must include, but not be limited to: SWOT analyses, 5 Cs analysis (company, collaborators, customers, competitors, climate/context)
- STLCCs brand health study to measure brand equity and awareness including ongoing quarterly monitoring reports, summaries, and insights

### ANALYSIS & MEASUREMENT:

Our partner(s) must be adept at measuring and analyzing pre- to post-performance based on predetermined criteria. In addition, our partner must be experienced at tracking performance throughout the process and recalibrating to optimize performance to achieve success metrics.

## TWO – STRATEGIC MARKETING PLANNING/CAMPAIGN CREATION

STLCC is seeking a strategic, creative agency to partner with the College’s internal marketing and communications team and media partner to achieve its marketing and communications goals and objectives. Agency partner(s) must excel following areas of expertise:

- Strategic planning
- Campaign development
  - Concept development
  - Strategically-sound, initiative-driven campaign creation

- Best-in-class class creative development and execution for digital (ie: video, social, web, ads) and traditional (ie: print, broadcast, outdoor)
- Account management: best-in-class brand/account management with extreme attention to detail and acute time and budget management skills
- Partnership and collaboration: team player who can partner and collaborate with STLCCs internal marketing and communications team and various agency partners (media) and vendors.
- Content and asset creation:
  - Seamless, multi-use content creation and application
  - Quick-turn original content development (videos, storytelling, article development, profile development, web design/edits.)

### THREE – GRAPHIC DESIGN SERVICES

STLCC is seeking turnkey graphic design services for both print and online marketing campaigns. The graphic designer will work within the STLCC brand and style guides, be detail-oriented and provide exceptional creative designs. Project types would vary and include requests such as: print and online ads, brochures, posters, billboards, programs, digital graphics for on-campus digital screens, social media graphics, photo retouching, infographics and logo creation. Graphic design files need to be provided in InDesign and Illustrator and saved per the client request of a pdf or jpeg ready for production and placement.

### FOUR – WRITING SERVICES

St. Louis Community College seeks professional writing services in support of marketing and communications for internal and external audiences. Writer(s) should have a strong background with experience in either journalism, public relations, communications, marketing, or other related fields. Writing projects may include, but are not limited to: content for annual reports, brochures, pamphlets, electronic and/or print newsletters, press releases, feature stories about STLCC faculty, staff, students, departments, etc., general collateral items, content for the STLCC website, social media and columns for industry publications. Writer(s) must be adept and knowledgeable of Associated Press style while also following STLCC brand standards for style, voice, tone, creativity and accuracy. Writer(s) should have at least five years of high quality, progressive experience, solid references and a portfolio that can be viewed electronically, either online or as PDFs. Writer(s) should submit projects assigned on behalf of the College as Microsoft Word documents ready for production and placement.

### FIVE – WEBSITE SERVICES

STLCC is seeking a partner to occasionally assist with web design, web editing, and front-end development work. The web designer/developer/editor will work within the STLCC brand and style guides, be detail-oriented and provide designs and content that creates an exceptional user experience. Some training and credentials setup will be necessary for the agency partner to have access to our CMS (Modern Campus). Our CMS is XML based but basic HTML, CSS, and JavaScript can be implemented.

Project types would vary between creating new web experiences, redesigning existing web pages, making edits to existing content, front end development of web assets to expand the functionality

and/or improve the user experience. Assistance setting up specific analytics tracking to measure the success of a new page or asset design/development would be needed as well.

## REQUIREMENTS / DELIVERABLES:

### Identify Area of Interest:

1. Clearly identify which area or combination of areas agency is bidding on.
  - Marketing Research and Consumer Insights
  - Strategic Marketing Planning/Campaign Creation
  - Graphic Design Services
  - Writing Services
  - Website Services

### Agency/Vendor Description:

1. Agency/Vendor name, contact information and web address. Include name, title, email address and direct telephone number of the individual who will serve as the agency’s primary contact.
2. Description of your agency, including its philosophy, unique point-of-difference, position in marketplace, strongest capabilities or service niches.
3. Organization structure: office locations; number of full-time employees showing the breakdown by function (management, account service, creative, planning/research, media, promotion, interactive, admin./financial, production, etc.).
4. Current client list, their tenure and key projects.
5. Accounts won in the past two years.
6. Accounts lost or resigned over the past two years and explain why the account has moved.
7. Current client account(s) that could be in potential conflict with STLCC.

### Account Management:

1. Please describe how your firm would organize a team for STLCC. Include titles, short biographies, reporting structure relationships, seniority levels, primary/day-to-day contact(s), location, and other pertinent data. Also include details on any portion of the campaign that would be outsourced.

### Agency Capabilities:

1. Does your firm have experience in the higher education and/or non-profit sector? If so, provide client name, project timeframe and type of project. Is the company still a client?
2. If you have no experience in these sectors, how will your team educate themselves? What percentage of the research costs would be attributable to educating the team?

3. What is your approach to project development, and what evaluation measures are imposed during your process to ensure that the thinking generated and solutions presented can best serve the interests of the client?
4. Discuss how your agency produces its best work. Please speak to the coordination between your account management, planning, and creative teams and discuss any best practices that you feel your agency is using in this regard.
5. Please describe the processes and tools your firm employs to evaluate and measure results of your marketing communications efforts. Please be specific as to overall program/campaign measurement.
6. Please provide a comprehensive list of research resources/tools that might be used during the course of this contract.

## Agency Experience:

Note: 1, 2 and 3 may be combined into a single case study according to the business(es) you are bidding on.

1. Present up to three consumer insights study case histories.
2. Present up to three brand-building/rebranding case histories.
3. Present up to three creative campaign case studies.
4. List your website URL.
5. Include any other information you believe would be important for us to consider.
6. List at least three clients (industry clients preferred) among your present roster who we might call as a reference for your capabilities and services.

## Fees:

Please define how your firm manages budgets, billing and invoicing.

1. Explain your hourly rate structure
2. Identify billing method
3. Explain how out-of-pocket expenses, including travel and talent, are billed

## Creative:

Fees and estimated number of hours to deliver example campaign identified below: Please line item estimated fee and hours for each deliverable.

- Concepts (3-5)
- Creative development of 1 concept including execution and application for the following elements:
  - Print: FP4C ad (2 executions)
  - Outdoor: Billboards – 2 executions
  - Campus Signage – poster, door cling, banner (1 each)
  - Creative assets (3 versions) that can be applied to email, website, internal use

- Video (for broadcast, digital TV and social)
  - 2, 2-3 minute edited videos
  - 5, :30 edited videos
- Radio
  - 2 :30 radio spots
  - 2 :15 radio spots
- Social Media Campaigns-2 executions
- Web Design/Development-2 executions

## EVALUATION

Proposals will be evaluated against several criteria:

- Proposal completeness
- Capabilities, experience and resources
- Creativity/expertise, as demonstrated via case studies and website
- Ability to measure and report results
- Cost
- References
- Simplicity of process

# SCHEDULE FOR RECEIPT OF PROPOSALS AND CONTRACT AWARD

The following schedule for Request for Proposal number **B0004085** will outline the approximate course of events to be followed for this RFP process. This schedule is provided for the purpose of assisting you in planning and does not constitute a guarantee that all dates listed will actually be adhered to. All vendors will be notified, however, if there is a significant change in this schedule.

May 12, 2021	Request for Proposal released
June 4, 2021	Deadline for receipt of questions
June 11, 2021	Deadline for receipt of proposals – 2:00 p.m.
June 11 – June 30, 2021	Evaluation Phase
July 5, 2021	Notification of Preliminary Award Recommendation
July 22, 2021	Recommendation Approved by College’s Board of Trustees
August 1, 2021	Contract start date, contingent on Board of Trustees approval

**\*Please note that all dates are tentative.**

## **SUBMISSION OF PROPOSAL(S)**

Proposals must be submitted at <https://stlcc.bonfirehub.com>.

All questions regarding this RFP must be submitted in writing at <https://stlcc.bonfirehub.com/> Addenda will be issued to answer all questions and posted at <https://stlcc.bonfirehub.com>.

The original solicitation document, all amendments (if any) and all questions and answers received during the solicitation process will be posted at <https://stlcc.bonfirehub.com>.

All potential bidders are encouraged to register at <https://stlcc.bonfirehub.com> to automatically receive updates.

**All proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.**

## Administrative Details and Checklist

1. This Request for Proposal 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 RFP 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 Request for Proposal process.
6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.
7. 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, St. Louis Community College will not be held accountable if material from responses is obtained by other parties without written consent of the proposer.

## **GENERAL 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 RFP and extend for a period of one 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. INDEPENDENT CONTRACTOR STATUS**

The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the College. The sole relationship with the contractor is as established by this contract. The contractor is responsible for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save and hold the College, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide evidence of compliance with these requirements.

### **6. FURNISHING MATERIALS**

Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **7. DEVELOPMENT OF MATERIAL**

The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the College. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of the College.



**8. 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.

**9. NON-EXCLUSIVE CONTRACT**

The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the College may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.

**10. 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 Request for Proposal or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

**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. GOVERNING LAW**

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

**13. 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.

**14. 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 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.

#### **15. 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”. St. Louis Community 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.

#### **16. 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)

#### **17. 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.

**18. 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.

**19. CANCELLATION**

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

**20. 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.**

**21. 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 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.

**22. 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.

**23. 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.

**24. 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 Amendment Act and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

**25. ASSIGNMENT OF AGREEMENT**

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

**26. 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.

**27. 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.

ATTACHMENT A

**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](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 St. Louis Community College, Purchasing Department at 314-539-5227.

# 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 ("Political Subdivision"), for the provision of Marketing Research and Consumer Insights & Related Services, as more fully described in B0004085 (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.

**AFFIDAVIT**

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

\_\_\_\_\_

STATE OF MISSOURI )  
                                  ) SS.  
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 Individual Executing Affidavit

\_\_\_\_\_  
Notary Public

My Commission Expires: