

METROPOLITAN COMMUNITY COLLEGE

3200 BROADWAY -- KANSAS CITY, MISSOURI 64111

(816) 604-1100

Purchases of Supplies and Services INQUIRY FOR PRICE -- NOT AN ORDER

An Equal Opportunity Employer

BID NUMBER

6990

November 25, 2013

DATE

Quotations are requested on the following list of materials, articles or services for delivery to College or Department designated, subject to the conditions of the inquiry.

1. Submit one copy of proposal in a sealed envelope marked "Quotation on Bid Number (As Shown)."
2. Prices must be stated in units of quantity specified and extended in total column.
3. Proposals, to receive consideration, must be received prior to time designated in this inquiry.
4. The Board of Trustees reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed to its interest, and to award by item, combination of items or lot.
5. MO SALES AND USE TAX Not applicable to any purchase. Exemption certificate furnished as required.
6. Any bid may be withdrawn at any time prior to that specified herein for the opening of bids, but no bid may be withdrawn for a period of sixty (60) days thereafter.
7. Instructions, manufacturer's catalog numbers, etc., where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance required, and shall not be construed to exclude proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by bidder must be clearly noted and described and must meet the prescribed specifications as to standard of quality, general design and performance required.
8. Samples requested, if any, must be furnished free of expense, and if not destroyed or required in connection with the award or delivery will, upon request, be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
9. Prices quoted, unless otherwise stated by bidder, are to include any packing, crates, containers, etc., necessary to complete delivery as designated herein.
10. It is to be understood the bidder, if awarded an order or contract agrees to protect, defend and save harmless the Board of Trustees from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the Board of Trustees from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
Insofar as Workman's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate or receipt of the Industrial Commission of MO, showing that he has paid into the State Insurance Fund the necessary premiums, whenever in the opinion of the Board of Trustees certificates are deemed necessary.
11. A 5% preference shall be granted to all firms, corporations, or individuals doing business as a Missouri firm, corporation or individual on all contracts other than new construction, provided the additional cost to the District does not exceed \$500.
12. Information pertaining to any item of this request may be obtained by email: Purchasing.info@mccck.edu.

PURCHASING MANAGER

3200 BROADWAY, KANSAS CITY, MO 64111

Closing time of bids: 11:00AM December 11, 2013

Diane Pasheo
Purchasing Manager

MATERIAL, ARTICLES OR SERVICE	UNIT PRICE	TOTAL
FEDERAL EXCISE TAX NOT APPLICABLE TO ANY PURCHASE. Exemption certificates will be furnished where necessary		
SEALED BID FOR Microscope Maintenance as per attached specifications.		
BIDS ARE TO BE CONTAINED IN SEALED ENVELOPES MARKED		
SEALED BID NO. 6990 Microscope Maintenance And addressed to the:		
PURCHASING MANAGER METROPOLITAN COMMUNITY COLLEGE 3200 BROADWAY KANSAS CITY, MISSOURI 64111		
Above Prices Are to be Quoted F.O.B. College or Department Designated		
TERMS: _____% cash discount if paid within _____ days from delivery and acceptance of goods.		

THIS CERTIFICATE MUST BE EXECUTED BY BIDDER

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned agrees, if this bid be accepted within the time stipulated above in paragraph 6, to furnish any or all of the items upon which prices are quoted in accordance with the specifications applying at the price set opposite each item.

Delivery, to destination as shown above, of any or all of the items, to be completed within _____ days from receipt or order. ←

IMPORTANT → As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Typed/Printed Name of Company

Company Mailing Address

Signature

City, State, Zip

Typed/Printed Name and Title

Phone Number / Fax Number

Form No. 1.0178

Metropolitan Community College is requesting bids from qualified bidders for maintenance services for a variety of microscopes throughout our five campuses.

The initial term of the Agreement awarded to the successful bidder selected by MCC under this Bid Request (the "Contractor") will begin on or about January 1, 2014 and continue through December 31, 2016, with an option to renew for two (2) additional one (1) year periods, based on mutually agreeable pricing and quality of service. Prices are to remain firm throughout the term of the contract; however prices may be adjusted at the end of each contract year. Increases may not exceed the average monthly CPI for Urban Consumers for the previous 12 months or 5%, whichever is lower.

MCC Locations for Microscopes

MCC-Penn Valley
3200 Pennsylvania
Kansas City, MO 64111

MCC-Health Sciences Institute (H S I)
3444 Broadway
Kansas City, MO 64111

MCC-Longview
500 SW Longview Road
Lee's Summit, MO 64081

MCC-Maple Woods (Biology Dept. & Vet Tech Dept.)
2601 NE Barry Road
Kansas City, MO 64156

MCC-Blue River
20301 East 78 Highway
Independence, MO 64057

Award Criteria

All proposals will be evaluated on the following point scale.

- | | |
|---------------------------------|----|
| 1. Cost | 60 |
| 2. Experience and reputation | 15 |
| 3. Questionnaire answers | 15 |
| 4. References/background checks | 10 |

MCC may request that the bidders identified as providing the most applicable and attractive bid responses make a presentation to the MCC Selection Committee. MCC may contact references provided by bidders.

Scope of Work

1. General Requirements:

- A Scheduled Preventive Maintenance: as predetermined at each campus may be once a year or a semester. Each lab utilizing microscopes will need a survey of their microscopes and each is to be examined and put into good working condition. It is estimated that one-half of each campus' microscopes will be examined each year on a rotating basis with the other half examined the next year.

This will include but may not be limited to: Cleaning, Aligning, Adjusting and Testing of microscopes.

- C Each MCC department to utilize the contractor's services will arrange for the service either on a regularly scheduled or "as needed" basis. Separate Purchase Orders may be processed throughout the year at the same contracted rates.

- D The contractor shall perform all services during normal business hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding official MCC holidays. Service may be provided on nights or weekends when arrangements are made in advance with an individual campus' authorizing personnel. Indicate any additional charge for non-normal hour maintenance service. All preventive maintenance is to be done on site.
- E The contractor shall furnish all material, labor, vehicles, equipment and supplies necessary to perform the services required herein.

2. Performance Requirements:

- A The contractor shall provide requested services within five (5) working days after a request for regular maintenance service is made, or by the date mutually agreed upon between the campus authorizing personnel and the contractor. Requests that are deemed "emergency" or needing repair will require a call-back within twenty-four (24) hours and service within 2 days.
- B The contractor is to utilize the following method for maintenance.
 - Disassemble all major components, wipe them down with alcohol
 - Clean all lenses and objectives with non-corrosive solution
 - Check all components of the microscope for proper assembly and test each for defects (lens, reticule, prism and mirror surfaces)
 - Check parfocality and parcentricity of each lens system
 - Inspect lamps and lamp sockets, wiring connections, fuse holders and fuses
 - Safety check power cord for proper ground and conductivity. Replace any plug or cord not up to code.
 - Inspect lubrication on bearings and ways, slides, gear trains and other mechanical components
 - Tighten and align all stage components for proper X/Y movement
 - Replace all worn parts as needed
 - Reassemble the microscope, aligning the light source and any other parts as required
 - Test the microscope to make sure it will function at its highest efficiency.
 - The use of any non-corrosive solution is to be approved by the MCC authorizing personnel in advance.

Any variation from these procedures must be indicated and explained with additional pages.

- C Miscellaneous Parts and Pieces:

While it is expected that the cost of parts are NOT included in the maintenance charges, costs for parts will expected to be at industry standard averages. Consideration will be given to vendors offering educational or volume discounts. Please include a sample price list of some items commonly used for replacement.
- C. Travel or Service Call Charges are to be included in the maintenance charge estimate and is not be added as an extra.
- D The contractor's personnel assigned to perform services under the contract must, at all times, wear a photo ID badge which reflects the contractor's company name.
- E The contractor and/or its agents or employees agree to comply with all laws, statutes, regulations, rulings, or enactments of any governmental authority. Contractor shall obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of the work.

- F. The vendor shall not automatically attach company-related stickers to each microscope after maintenance unless approved by the MCC campus authorizing personnel in advance.

Proof of Insurance

Bidders must submit with their bid response a certificate of insurance evidencing their insurance coverage in the following policy types and in at least the minimum amounts as set forth below:

- a) Commercial general liability with the minimum amounts set at \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include broad form blanket contractual liability insurance and completed operations insurance indemnifications;
- b) Commercial crime coverage with the minimum amount set at \$2,000,000 for employee theft coverage, and which includes a blanket employee dishonesty bond;
- c) Automobile liability insurance with the minimum amount set at \$1,000,000 combined single limit per accident; and
- d) Employer's liability insurance with the minimum amount set at \$50,000 and workers compensation insurance in such amounts as required by the laws of the State of Missouri. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable state governmental immunities law.

NOTE: The Contractor must, prior to commencing services under the Agreement, provide MCC with a certificate of insurance evidencing MCC as an additional insured and which shall state that such coverage will not be cancelled without thirty (30) days written notice to MCC. Any failure by Contractor to maintain insurance policies as required in the Agreement will not relieve it of any contractual obligation or responsibility herein.

Invoices

Purchase Orders will be processed for each location, per MCC Fiscal Year (July – June). The vendor shall submit invoices by campus to the Purchasing Department for services performed at each location. Invoices must be accurate and reflect current contract pricing and specific P.O. number. Inaccurate invoices will not be paid until corrected invoices or credit memos are received. Payments by MCC to the vendor for services rendered shall be made in accordance with MCC's regular payment terms of net 30 days. Please provide any early payment discount available.

Cancellation

If MCC chooses not to renew this contract at the end of the initial 3-year period, the vendor will be notified, in writing, 30 days prior to the end of the contract of MCC's intent of non-renewal. However, either party may cancel the agreement during the initial 3-year period, or subsequent 1-year periods, by providing a 90-day written notice to the other party.

Questions

Questions regarding this bid should be emailed to: purchasing.info@mccckc.edu. Responses will be shared with all potential vendors who respond to this request via the "Acknowledgement of Receipt". (see the last page of this document).

Bid Proposal

The following are estimates of numbers and types of microscopes currently being used in classrooms. Bid cost must be inclusive of all expenses (except parts), mileages, deliveries and fuel costs.

A Current campuses with microscopes

Campus Location	Number of scopes	Brand	Model	Unit Price For Preven.	Unit Price On-call (Hr.)
1) Penn Valley	28	Nikon	YS2-T	_____	_____
	20	Nikon		_____	_____
	28	Leica	ATC2000	_____	_____
	6	American Optical		_____	_____
2) Health Science Inst.	1	Zeiss w/AC	CS/NC-2	_____	_____
	14	Olympus	CXL2	_____	_____
	16	Olympus	CX21	_____	_____
3) Longview	58	Olympus	CX-21	_____	_____
	29	Nikon	Alphaphot-2YS2-H	_____	_____
4) Maple Woods Biology	1	Zeiss	Axiostar w/camera	_____	_____
	1	Zeiss	Axiostar doublehead	_____	_____
	1	Zeiss	Axiostar PLUS phase contrst	_____	_____
	52	Zeiss	Axiostar	_____	_____
	9	Nikon	Alphaphot 2 (YS2)	_____	_____
	2	Swift	M3300-D	_____	_____
	25	Swift	M4000-D	_____	_____
	34	Labomed	CxL	_____	_____
	9	Swift	M28 Zoom dissecting~	_____	_____
	3	Swift	Ultralite dissecting~	_____	_____
	2	Bausch&Lomb	ASZ25L3dissecting~	_____	_____
	1	Nikon	SMZ-1B dissecting~	_____	_____
	5) Maple Woods Vet Tech	1	Nikon	Teaching scope	_____
1		Olympus	Trinocular	_____	_____
8		Olympus	CX-21 Binocular	_____	_____
28		Labomed	400LX	_____	_____
6) Blue River	58	Nikon	Alphapot-2 YS2	_____	_____
	57	Zeiss	PrimoStar	_____	_____
	1	Zeiss	PrimoStar binocular	_____	_____
	57	Labomed	4CxL	_____	_____
	20	Bausch & Lomb & Ken-A-Vision	stereoscopes/ dissecting~	_____	_____
	5	Ken-A-Vision	compound (Very old)	_____	_____

~Dissecting microscopes will be serviced only on a "call" basis. They will not be part of a regular maintenance schedule

B Repairs

Whether at the campus or off site, minimum charge for repair or service call: _____

C Education Discount on Parts

Please include a sample list of parts commonly used at time of repair with market pricing. _____

D Volume Discount

E Vendor Questionnaire:

Additional pages may be attached

Describe the approach you would take to accomplish the requested services, if it varies from Section 2B of this document?

Are your technicians located within the Kansas City metropolitan area? If not, what are your time thresholds for repairs/non-preventive maintenance?

If required, what is your policy on "loaner" microscopes if repairs are necessary off-campus?

Does your firm have specific experience with educational organizations? Detail the depth and breadth of this experience.

Do you have additional unique business features, pricing arrangements, special services or other value added services your firm would provide which have not already been discussed? Comments should be specific.

What differentiates your firm from others in your field?

State whether there is a minimum/maximum number of microscopes to be examined per service call.

List names of three (3) organizations, with contact information, of current clients.

A sample Services Agreement is attached for review.

Tobacco-Free/Non-Smoking Policy

All MCC locations are completely tobacco-free and non-smoking, both indoors and outside. No tobacco products of any kind are allowed. Contractor's personnel will be required to follow this policy.

Equal Opportunity

Metropolitan Community College is firmly committed to the policy of equal opportunity in employment to all persons irrespective of race, creed, color, national origin or sex, and will contract only with persons and firms subscribing to such policy. In signing this bid document in connection with furnishing of supplies, equipment or performance of work, the contractor agrees to comply with the Fair Labor Standards Act, Civil Rights Act of 1964 as amended, Executive Order No. 11246, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws, Federal Executive Orders and Municipal Ordinances.

5% Preference

5% preference shall be granted to all firms, corporations, or individuals doing business as a Missouri firm, corporation, or individual provided the additional cost to MCC does not exceed \$500.

Minority & Women Business Enterprise Participation

It is the practice of Metropolitan Community College (MCC) to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College, including Minority and Women Business Enterprises (M/WBEs).

MCC encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary supplier/contractor being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation. MCC will consider certifications from agencies not located in Missouri for M/WBEs not located in Missouri with the approval of the Purchasing Manager.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

Bidders must indicate their MBE and WBE participation levels committed to this project on the "M/WBE Participation Form" included in this document. The names and percent participation of each MBE and WBE should also be provided on this form.

The contractor/supplier shall provide annual reports (or more frequently if requested) of the financial participation of M/WBEs. The report shall include the name(s) and address(es) of the certified M/WBEs, products or services provided and the total dollar amount or percentage of utilization. The annual report shall also include, separately, all second tier participation the contractor/supplier may have. MCC will monitor the contractor/supplier's compliance in meeting the M/WBE participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating M/WBEs are less than the amount committed to in the contract, MCC may cancel the contract or suspend or debar the contractor/supplier from participating in future contracts.

If a participating M/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor/supplier must obtain other certified M/WBEs to fulfill the M/WBE participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Purchasing Manager for any new M/WBE participants. This approval shall not be arbitrarily withheld. If the contractor/supplier cannot obtain an M/WBE replacement, the contractor/supplier must submit documentation to the Purchasing Manager detailing all efforts made to secure an M/WBE replacement. The Purchasing Manager shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure the participation of M/WBEs and whether the contract will be amended to change the M/WBE participation commitment.

SAMPLE MCC FORM

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is by and between the Junior College District of Metropolitan Kansas City, Missouri aka Metropolitan Community College, a public community college district and political subdivision of the State of Missouri (MCC), whose principal address is 3200 Broadway, Kansas City, Missouri 64111 and <insert full legal name of contractor>, a <state where business is located and type of legal entity, i.e. "Missouri corporation">) and > (Contractor), whose principal address is <list Contractor's full address>.

Contractor is in the business of providing microscope maintenance services and has submitted a written Proposal for the Districtwide maintenance of a variety of MCC microscopes in response to MCC's Bid Request #6990 – Microscope Maintenance issued on _____, 2013; and

MCC desires to retain the services proposed by Contractor and Contractor represents and warrants to MCC that it has demonstrated a high degree of experience, training, and proficiency in its conduct of various prior and similar functions and has the requisite expertise and resources and is technically and professionally capable of performing the obligations under this Agreement.

In consideration of the foregoing, MCC and Contractor agree to the terms and conditions set forth below and as set forth in the exhibits referenced herein.

1. Scope of Services.

- 1.1. Contractor agrees to provide and fully execute services as outlined herein and as further detailed in the Exhibits, attached hereto and incorporated herein as Exhibit A – MCC's Bid Request #6990 – Microscope Maintenance (Request), and Exhibit B – Contractor's Response to Bid Request #6990 – Microscope Maintenance (Proposal), unless superseded by the terms and conditions of any subsequent amendment or addendum.
- 1.2. Contractor understands and agrees that its responsibilities hereunder include all services, equipment, products, materials, and supplies necessary and reasonably inferable in or incident to the proper execution of the comprehensive objective hereunder and shall be included and performed as if they were detailed under this Agreement, as is the responsibility for the professional and technical competence and performance of its employees in the implementation of services described in this Agreement.
- 1.3. If there are any conflicting terms between the documents hereunder, the order of precedence shall be: 1) This Agreement; 2) Exhibit A; and 3) Exhibit B. However, if any amendments or addendums are subsequently executed, then said amendments or addendums to the Agreement shall take precedence over any and all contractual documents listed above and herein.

2. MBE/WBE Participation/Compliance. Contractor shall remain in compliance with its MBE/WBE (M/WBE) participation levels committed to in this Agreement, if any under the Proposal. Contractor shall provide written reports as requested by MCC of the financial participation of M/WBEs. The report shall include the names and addresses of the certified M/WBEs, services, equipment, products, materials, or supplies provided, and the total dollar amount or percentage of utilization.

3. Term and Termination.

- 3.1. Term. The term of this Agreement shall commence on or about January 1, 2014 (Effective Date) and shall continue through December 31, 2016, unless terminated earlier in accordance with the terms and conditions set forth herein.

- 3.2. Termination for Convenience. MCC reserves the right to terminate the Agreement without cause by giving Contractor written notice of the intent to terminate at least thirty (30) days before the termination date set out in the notice. In the event of such termination, MCC shall only be liable for payment of services delivered prior to the termination date.
 - 3.3. Termination for Cause. Either party reserves the right to terminate the Agreement immediately if the other party fails to comply with any terms or conditions of the Agreement and such failure continues for twenty (20) days following receipt of written notice from the objecting party.
 - 3.4. Subsequent Proposal. If MCC elects to advertise for proposals upon notice of termination for any reason, Contractor shall not be permitted to consider its former work or proposal as a current proposal.
4. Compensation.
- 4.1. Fee. In consideration of the services performed hereunder, and upon receipt of properly itemized invoices, MCC shall pay an annual amount not to exceed \$_____. The Contractor shall submit separate invoices to the Purchasing Department for services performed at each MCC location. Invoices must be accurate and reflect current contract pricing and a specific Purchase Order (PO) number. Purchase Orders (PO) will be processed for each MCC location, per MCC Fiscal Year (July – June). MCC agrees to pay all undisputed amounts within thirty (30) days of receipt of a properly itemized invoice. The Contractor agrees that no other payment of any kind shall be due for services provided hereunder. Any Services that cause Contractor to so exceed this amount without a proper contract amendment or addendum shall be performed at Contractor's sole risk and liability and MCC shall have no obligations therefore.
 - 4.2. Performance. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either in whole or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory service.
5. Dispute Resolution. If a dispute should arise in connection with the Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation by promptly initiating negotiations between the parties' representatives who have authority to settle any issue, dispute, or controversy.
6. Independent Contractor.
- 6.1. Status. The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties. Contractor represents and warrants that it is now and shall remain a separate and independent entity from MCC. Accordingly, no employee, agent, or representative of Contractor shall be deemed to be the employee, agent, or representative of MCC. Contractor shall be solely responsible for any acts or omissions of its employees, as well as payment of all invoice taxes; FICA, FUTA, and other tax liabilities for said employees, and agrees to indemnify MCC in accordance with the indemnification provisions under this Agreement.
 - 6.2. State and Federal ID Number. Contractor shall have on file with MCC prior to services being performed Contractor's State of <_____> Tax Identification Number and Federal Employer ID Number. Contractor acknowledges and agrees that MCC may furnish those Contractor numbers to federal, state, and local tax authorities.

7. Contractor's Representations and Warranties.

- 7.1. Standard of Care. Contractor represents and warrants it shall perform services based on a standard of professional competence and best practices using that degree of care, diligence, and skill ordinarily possessed and exercised in performing the type of services hereunder. Contractor further represents and warrants that all individuals assigned to provide services under this Agreement will have the relevant expertise, skills, and training to perform the services in a professional manner. If Contractor fails to meet the foregoing standards, without in any way diminishing the rights and remedies otherwise available to MCC, Contractor will perform at its own cost, and without reimbursement from MCC, the professional maintenance services necessary to correct errors and omissions which are caused by Contractor's negligent failure to comply with the above standard.
- 7.2. Legal Compliance. Contractor represents and warrants it shall have the capability of and be financially responsible for complying with all applicable federal, state, county, and local laws and regulations regarding the employment, compensation, and payment of its personnel, including without limitation unemployment insurance, and worker's compensation.
- 7.3. Non-Discrimination. In connection with services provided under the Agreement, Contractor represents and warrants that it shall not discriminate against any employee, or any other person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.
- 7.4. Taxes. Contractor represents and warrants that it shall pay any and all applicable taxes attributable to its activities and operation pursuant to this Agreement. Contractor shall be responsible for collecting and remitting any sales, use, or excise taxes applicable to its operations or activities hereunder.
- 7.5. Compliance with Laws. Contractor represents and warrants that it shall observe, perform, and comply with or require compliance with all federal, state, and local laws, ordinances, rules, and regulations and all amendments thereto which in any manner may affect the operations and activities undertaken by Contractor pursuant to this Agreement. Finally, Contractor shall comply with all policies, procedures, regulations, and guidelines of MCC.

8. Liability Requirements.

- 8.1. Insurance. Contractor agrees to maintain the following insurance throughout the term of this Agreement: a) workers' compensation and employer's liability for its employees in amounts as required by Missouri law; b) general liability in the amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall name MCC as an additional insured; and c) professional liability in the amounts of \$1,000,000 per claim and \$2,000,000 in the aggregate. Upon the execution of this Agreement, Contractor agree to provide MCC proof of insurance, which shall state such coverage will not be cancelled without thirty (30) days written notice. Failure of Contractor to so provide or maintain any insurance as requested hereunder will not relieve it of any contractual obligation or responsibility herein.
- 8.2. Indemnity. Contractor shall indemnify, defend, and hold harmless MCC, its trustees, officers, employees, agents, students, and representatives against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including reasonable attorneys' fees, for injury or damage to persons or loss or damage to property occurring or allegedly occurring in connection with any action, inaction, or conduct committed by Contractor or by its employees, agents, or representatives during the term of this Agreement.
- 8.3. Non-Waiver. The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to MCC under applicable state governmental immunities law.

- 9. Notices. All notices, demands or communications relating to this Agreement which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or via overnight courier to the respective addresses listed below or to such other address as either party may later furnish by written notice to the other party.

If to MCC, notices or communications shall be sent as follows:

Legal: Chief of Staff to the Chancellor
Metropolitan Community College
3200 Broadway
Kansas City, Missouri 64111

All Other: Attn: < _____ >
Metropolitan Community College
3200 Broadway
Kansas City, Missouri 64111

If to Contractor, notices or communications shall be sent to:

< _____ >
< _____ >
< _____ >
< _____ >

- 10. Governing Law. This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. Contractor waives any objection to the venue of any action arising under this Agreement, which is brought in the federal or state courts located in the state of Missouri and waives any claim that such action has been brought in an inconvenient forum.
- 11. Powers and Authority. Neither party may sign any document, perform any act, or make any commitment nor undertaking on behalf of the other party without such other party's express written consent.
- 12. Tobacco-Free Policy. Contractor agrees to strictly abide by MCC's tobacco- free policy, meaning all types of smoking and smokeless tobacco products are prohibited. At all times, MCC shall have the right to enforce such policy pursuant to the terms of this Agreement and under law.
- 13. Force Majeure. Neither party shall be liable for damages or have the right to terminate the Agreement for any delay or default in performance if the delay or default is due to conditions or circumstances beyond its control; such conditions include, but are not limited to, acts of God, acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages, or any other cause beyond the reasonable control of the party obligated to perform and which cannot be overcome by reasonable diligence and without unusual expense.
- 14. Successors and Assignments. Contractor and its partners, successors, executors, administrators, and representatives are bound to MCC in respect to all terms, covenants, agreements, and obligations hereunder. During the term of this Agreement, Contractor shall not assign, transfer, sublet, or sublease all or any part thereof in any manner inconsistent with the terms of this contract. Unless specifically stated to the contrary in any written consent hereunder, no assignment, transfer, sublet, or sublease will release or discharge the assignor from any duty or responsibility under this Agreement.
- 15. Waiver. Waiver by MCC of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of MCC.

- 16. Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- 17. Survival. The provisions of this Agreement are intended to survive, including but not limited to the sections related to representations, warranties, remedies, indemnification, and limits of liability, all of which shall survive expiration, termination of the Agreement.
- 18. No Third Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, MCC or Contractor in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies on any third party beneficiary.
- 19. Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.
- 20. Counterparts. This Agreement may be executed in counterparts, which together constitute one and the same Agreement. If a party sends a signed copy of this Agreement via digital transmission, such party will, upon request by the other party, provide an originally signed copy of this Agreement.
- 21. Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement and may not be amended, waived, or discharged except by agreement in writing executed by a representative from MCC and Contractor who is authorized to so execute.

The parties have caused this Agreement to be executed and do each hereby represent and warrant that their respective signatory whose signature appears below has been and is, on the day and year written below, fully authorized by all necessary and appropriate actions to execute this Agreement.

Junior College District of Metropolitan
Kansas City, Missouri

<insert full legal name of Contractor >

By: _____

By: _____

Name: David L. Disney

Name: _____

Title: President, Board of Trustees

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT OF RECEIPT

**This Form Must be Completed and Emailed/faxed Upon
Receiving the Request for Proposal**

6990 – Microscope Maintenance

Please fill in the requested information below and return by email or fax, as acknowledgement that you have received the Request for Proposal noted above.

Metropolitan Community College
Purchasing Department
Email to: purchasing.info@mccckc.edu
Or Fax: 816-759-1221

**By doing this, we will be able to provide notification of any
addenda to the RFP.**

Name of Firm: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Name: (Print) _____

Title: _____

Email address: _____

Signature: _____ Date: _____

_____ Yes, our company does have an interest in responding.

_____ No, our company does NOT have an interest in responding.

Email or fax this to MCC prior to **4:00pm on December 6, 2013.**