

Book may be copied or printed.

Cover will be in black and white with a heavy clear plastic jacket overlay.

Front and back cover and five tabbed index pages to be on 80# white index.

Text will be black ink on white 20# stock.

All pages will be 5-1/2" x 8-1/2" size.

Text will be provided as a Word document.

Book to have 25 pages, printed front and back.

All pages are to be bound with black, heavy plastic coil.

A white pocket sleeve is to be inserted after the last page. Sleeve to be full size of book with a diagonal cut for inserting documents.

Tabs to be in black ink. No electronic version of tab information is available. Tabs may be printed on one or two lines as necessary. The font size is to be the same on all tabs.

Tabs will read:

Introduction

Screening for DV

Safety Planning

Service Planning

Case Management Issues

Quantity firm, no over-runs or under-runs allowed

A mock-up sample is available for viewing at

St. Louis County
Division of Procurement
41 S. Central Ave.
8th Floor
Clayton, Mo 63105

TERMS and CONDITIONS
FIRM FIXED PRICE SUPPLY CONTRACTS

1. **DEFINITIONS**
 - A. The term "County" as used herein, means St. Louis County, Missouri, acting through its Purchasing Department, 41 South Central, Clayton, MO and includes its designated representatives.
 - B. The term "Supplier" as used herein, means those mentioned as Vendor, Contractor, Seller in the Contract and includes their designated representatives.
2. **INSPECTION, ACCEPTANCE AND APPROVALS** - All items to be delivered under this contract shall, at all times and places, including the period of manufacture, be subject to inspection and test by County. County shall have access to all areas of Supplier's premises and to the premises of Supplier's subcontractors in which work on this purchase order is being performed. Supplier and Supplier's subcontractors shall provide all reasonable facilities for and assistance to County in the performance of their duties. County will accept or give notice of rejection of items delivered under this contract within a reasonable time after receipt. Acceptance shall not waive any warranty. All items to be supplied under this contract are subject to final inspection and acceptance by County notwithstanding any payment or other prior inspections or design approvals. County may, at its option, request prompt replacement or correction of rejected items at Supplier's expense, including an equitable reduction in the price of this contract for rejected items. Supplier shall not resubmit rejected items to County without prior written approval and instruction from County. Supplier shall identify resubmitted items as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.
3. **WARRANTY** - Unless otherwise agreed to in writing by the parties, Supplier warrants the items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County, its successors, assigns and citizens. Except for latent defects, notice of any defect or nonconformity must be given by the County to the Supplier within one (1) year after acceptance. County may at its option, return for credit or require prompt correction or replacement of the defective or nonconforming items or have the defective item corrected or replaced at Supplier's expense. Return to Supplier of any defective or nonconforming articles and delivery to County of any corrected or replaced items shall be at Supplier's expense. Defective or nonconforming items shall not be corrected or replaced unless specified on County's written order. Items required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as items originally delivered under this contract.
4. **ASSIGNMENTS** - This contract or any portions of this contract or any interest therein or any claim arising hereunder, shall not be assigned by the Supplier without the prior written approval of the County.
5. **PAYMENT** - Supplier will be paid for the items called for in this contract when the items are delivered and accepted by County and upon submission of certified invoices in triplicate. The price or prices stated in this contract are tax exempt, tax exemption #43-6003242. Supplier represents and warrants that the price or prices specified in this contract are the lowest price or prices for which he has sold like items or services to his most favored customer. In the event the stated prices are determined to be higher than the prices for which the items, or services, have been sold by Supplier to others, this contract price shall be reduced accordingly.
6. **CHANGES** - County may at any time, by a written order and without notice to sureties, make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or affects any other provision of this contract, an equitable adjustment shall be made in the price or delivery schedule or both, and in such other provision of this contract as may be affected, and this contract shall be modified in writing accordingly. Any claim by Supplier for adjustment under this clause shall be asserted within 15 days from the date of receipt of this written order directing the change, provided, however, that County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the equitable adjustment, County shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Supplier from proceeding with the contract as changed. Any action taken by the Supplier which affects any provision of this contract, including delivery and price, whether or not accomplished with concurrence of County's employees shall not entitle the Supplier to any equitable adjustment in accordance with this clause unless such action has been specifically directed by written order issued by the Purchasing Agent of St. Louis County, or his duly authorized representative.
7. **DELIVERIES** - Deliveries shall be made strictly in accordance with the delivery schedule defined in this contract and in the exact quantity ordered. Should Supplier fail to do this, the County may terminate this contract, in whole or in part in accordance with the "Termination" clause of this contract. County expressly retains all other rights or remedies provided by law for any violation of this clause and no action by County shall constitute a waiver of any such right or remedy.
8. **RESPONSIBILITY FOR SUPPLIES** - Except as otherwise provided in the contract, Supplier shall be responsible and bear all risks for loss and damage to the items required by this contract, (1) until they are delivered at County's facilities, regardless of F.O.B. point or point of inspection or acceptance; and (2) if such items are rejected. Unless otherwise specified in this contract, Supplier shall sufficiently package the items to be delivered hereunder to protect such items during transportation and storage.

9. **COUNTY FURNISHED PROPERTY** - Supplier shall keep segregated and clearly marked, all property furnished by County and all property to which County acquired title by virtue of this contract and shall maintain complete inventory thereof. Supplier assumes the risk of loss of, or damage to such property while in Supplier's care, custody or control. Upon termination or expiration of this contract, Supplier shall deliver such property to the extent not incorporated in delivered end products to County in good condition subject to ordinary wear and tear.
10. **CALIBRATION OF STANDARDS** (Gages, Instruments and Testers) Within the certification intervals determined by the County to be appropriate and unless specific intervals are stated elsewhere in this contract, all standards pertinent to this contract shall be calibrated at least once per year at Supplier's expense against laboratory standards traceable to the National Bureau of Standard (N.B.S.) of the United States.
11. **SUBCONTRACTS** - Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price, whichever is less, for any items called for hereunder, without County's prior written approval.
12. The Supplier agrees to protect, indemnify and save harmless the County from all attorney's fees, costs, expenses and damages arising out of (1) any infringement or claim of infringement of patents, trade marks or copyrights in the use or resale of any articles covered by this order unless material or articles hereby ordered are made specifically to County's design or method; (2) failure by Supplier to comply with all applicable Federal and State Laws and regulations enacted now or to be enacted in the future pertaining to the services, material or articles ordered and labor expended in this contract; and (3) all claims, suits, actions, costs, counsel fees, expenses, damages, judgements or decrees by reason of any person or persons being injured or property being damaged or destroyed because of any fault, negligence or defect, latent or otherwise, in the material or articles purchased or their design, or during or as a result of the work or services to be performed pursuant to this order.
13. **WAIVERS** - Failure of County to insist on performance of any of the terms and conditions or requirements of this contract shall not be construed as a waiver of such terms, conditions or requirements and the same shall remain in full force and effect for the duration of this contract.
14. **CHOICE OF LAW** - The contract shall be governed and interpreted according to the laws of the State of Missouri, St. Louis County Ordinances and all applicable Federal Laws.
15. **TERMINATION**
(a.) General - The performance of work under this contract may be terminated by County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Any such termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work under this Contract is terminated, and the date upon which such termination becomes effective. If such notice does not indicate that the termination is pursuant to either subparagraph (b.), (c.), or (d.), of the paragraph entitled "Termination" County shall have the right to so indicate within (30) days. If no notice is delivered within the 30 day period, or such longer period as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph (d.), of the paragraph entitled "Termination."
(b.) Convenience - The performance of work called for in this contract may be terminated in whole, or from time to time in part, by the County for its convenience. In such case, County will pay costs which are determined to be reasonable, allocable and consistent in accordance with generally accepted accounting practice consistently applied with profit determined at 10% of incurred costs.
(c.) Bankruptcy or Insolvency - In the event of the institution of any bankruptcy proceedings by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustees or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate this contract without further cost or liability.
(d.) Default - County may terminate the whole or any part of this contract in either of the following circumstances:
(1) If the Supplier fails to deliver the items required by this contract within the time specified herein; or
(2) If Supplier fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure.
In the event of termination under subparagraph (d.), County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items, provided, however, Supplier shall not be liable for such excess cost where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include, fires, floods, earthquakes, strikes and acts of the public enemy. The rights of County provided in this subparagraph (d.) shall be in addition to any other rights provided by law or this contract.
16. **RELEASE VOID** - County representatives shall not be required to waive or release any rights in connection with any visits to Supplier or Supplier's subcontractor's premises. Supplier agrees that no such waiver or release shall be pleaded by Supplier or any third persons in any action or proceedings.
17. **SUPPLIER AGREES TO COMPLY** with the requirements of the Federal Office of Safety and Health Administration as specified in Federal Register, Volume 37, Number 33, dated February 17, 1972.
18. **SUPPLIER IS FURTHER REQUIRED** to impose these requirements on his subcontractor and Suppliers wherever it applies.