



**SOUTHEAST MISSOURI**  
STATE UNIVERSITY · 1873®

**REQUEST FOR PROPOSAL 5980**

**TITLE: TELEVISION SERVICES**

**DATE: NOVEMBER 15, 2021**

**BUYER: AMY HANCOCK**

**EMAIL: abhancock@semo.edu**

**PHONE: (573) 651-2021**

**PROPOSAL MUST BE RECEIVED NO LATER THAN:**

**DATE: JANUARY 5, 2022**

**TIME: 3:30 P.M.**

**DELIVERY INSTRUCTIONS**

**For USPS/FedEx/UPS, etc.  
Proposals must be mailed to:  
Purchasing Department**

**Southeast Missouri State University  
One University Plaza, Mail Stop 3280  
Cape Girardeau, MO 63701**

**OR delivered by offeror to:**

**Purchasing Department  
Academic Hall Room 200F  
Normal Avenue  
Cape Girardeau, MO 63701**

The notice of award is made subject to availability and appropriation of funds, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

**MUST BE SIGNED TO BE VALID**

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME		CURRENT DATE	
MAILING ADDRESS		TELEPHONE NUMBER/EXT.	
CITY	STATE	ZIP CODE	
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION		PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS	
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

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Terms and Conditions (08/27/2019)

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**INTRODUCTION AND BACKGROUND**

**INTRODUCTION**

Established in 1873, Southeast Missouri State University is a comprehensive, four-year public university located in Southeast Missouri with satellite locations in Sikeston and Kennett. The University's main campus is located in Cape Girardeau, Missouri, approximately 120 miles south of St. Louis, Missouri, and 165 miles north of Memphis, Tennessee. Southeast derives its authority from the people of Missouri through the Missouri State Legislature. While serving the region, state, nation, and world, the University maintains a strong commitment to the diverse twenty-four counties of southeast Missouri. As a multi-purpose institution, the University achieves its educational goals through the offering of degree programs and other learning experiences to its varied constituents. The University's community consists of approximately 9,000 students and 1,050 full and part-time faculty and staff. Additional information can be found on the University web page at [www.semo.edu](http://www.semo.edu).

The University is seeking a vendor to provide television service delivery over coax and/or IPTV. The University intends to award the project to a single sourced vendor for the provision of all programming, system installation, and maintenance services. Services shall be provided within all residence hall common areas, as well as all academic and administrative buildings on campus. The University desires local access channels as well as its choice of educational, international, and entertainment programming and the ability to revise and change services as deemed needed. The University's current channel lineup is listed in Exhibit A.

**BACKGROUND**

Current television services are provided to the University by Spectrum (Charter Communications). Spectrum is providing a Clear Qam signal to the University via a fiber optic connection to a head end rack located in our Kent Library building. The Clear Qam signal allows us to receive signal at each television without the need for a tuner box. From the head end, Spectrum installed cabling across the main campus utilizing our underground tunnel system to establish five (5) nodes and uses our single mode fiber to establish a 6<sup>th</sup> node at our River Campus site three (3) miles away. Buildings within each of these nodes are connected by either underground cabling or cabling through our tunnels. Other than the fiber optic cable connecting the River Campus, all head end equipment and cabling to, and including, the taps are owned and maintained by Spectrum. All drop cables from the taps to the television locations are owned and maintained by the University. The University currently has 55 buildings on the main campus being serviced by Spectrum. Within those 55 buildings, there are 1,636 drops in residence halls and 654 drops in the academic and administrative buildings, however, not all drops are active.

The University's data network consists of a 10 Gbps up/down connection from MORENet. That connection is then routed from our core switch to each individual edge switch stack via a single mode fiber connection providing a 10 Gbps link. From the edge switches to the endpoints, a 1 Gbps link is provided utilizing CAT 6 cabling.

**RFP AND PROJECT TIMELINE**

The University's anticipated time frame for this RFP process and project is as follows:

Issue RFP: November 15, 2021

University Holiday Closure: November 22 – November 26

On-Site Inspections Available: December 6 - December 10

University Holiday Closure: December 24, 2021 – January 3, 2022

RFP Closing Date: January 5, 2021

Contract Award Date: February 4, 2022

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**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The University is seeking proposals for television services and intends to award the project to a vendor who will have responsibility for all programming and maintenance services. Proposed system can be a new cable plant or an IP based system.

Currently, the University desires to reduce the number of TV drops and only provide service to 130 drops in residence halls common spaces and to approximately 59 drops in common spaces in academic and administrative buildings on campus as listed in Exhibit B.

1. The contractor shall provide and install all necessary equipment. Installation must be completed on or before June 30, 2022.
  - 1.1 The contractor shall perform an onsite inspection of the work area prior to proceeding with the installation. The contractor shall provide a site report of the required work to be performed and to identify any pre-existing damage in the work area.
  - 1.2 The contractor shall obtain approval from the University for the location of equipment, supplies, and access during work.
  - 1.3 The contractor shall not cut into or through girders, beams, concrete, tile, partitions, ceilings, or any other structure at the University without prior written approval from the University's Facilities Management Department.
  - 1.4 The contractor shall be responsible for the compliance of all persons employed by the contractor with the University's rules and regulations, as well as for any damage caused by these persons to University property or premises. The contractor's personnel must be recognizable by proper identification and a marked vehicle while on University property.
2. The contractor shall furnish all parts, labor, equipment, and materials necessary to ensure installed equipment is maintained in proper working condition.
3. The contractor shall coordinate the television services simultaneously with the current contractor until the University approves the transition.
  - 3.1 Upon award of the contract, the contractor shall work with the University and any other organizations designated by the University to ensure an orderly transition to ensure the continuity of television services required by the University.

4. Project Deliverables

Deliver bulk programming on a "plug and play" basis to support residence hall common spaces and academic and administrative offices.

- 4.1 Provide any necessary head end equipment to be located on campus.
- 4.2 Provide any necessary cabling, amplifiers, taps, etc. to deliver the signal from the head end to the existing coax drops at television locations.

- 4.3 If providing an IP based service, the solution must be compatible with the latest versions of the following platforms:
- Apple TV
  - Amazon Fire stick
  - Roku
  - iOS
  - Android
  - Mac OS
  - Windows
- 4.4 Provide comprehensive preventative and emergency maintenance support to include 24-hour toll-free phone number allowing for contact in the event of any service interruptions.
- 4.5 Provide a maintenance technician to respond within eight (8) hours for emergency outages and within 24 hours for non-emergency outages. Emergency outage shall be defined as one or more buildings without service or more than one channel interrupted campus wide.
- 4.6 Provide a client services representative.

5. Programming Services

- 5.1 Programming shall be provided through a cable TV or an IP based distribution system. Programming shall include entertainment, international, and educational programming as well as local network stations.
- KFVS 12 – CBS
  - KBSI 23 – FOX
  - WPSD 6 – NBC
  - WSIL 3 – ABC
- 5.2 The University shall have the ability to change programming services with sixty (60) days written notice to the vendor.
- 5.3 Vendor shall handle all program licensing, including copyright fees, necessary to acquire television services for the campus. The University will select the mix of programming from all channel offerings available.
- 5.4 Vendor shall have experience in providing television programming to colleges and universities.
- 5.5 Vendor shall provide on-line channel listing service in conjunction with all programming services.
- 5.6 Provide remote monitoring access to the Head End equipment (if installed).
- 5.7 HD programming should be delivered in 1080i or a minimum of 720p when available.

5.8 Vendor shall provide a listing of any additional programming that can be provided along with the associated costs of added programming.

6. Head End Requirements

6.1 Vendor shall locate the head end equipment in the current head end space which is in our Kent Library building. The University will provide access to the head end location.

6.2 Vendor shall provide all equipment and services necessary to receive and provide either cable or IPTV programming and local network programming. Head end equipment will be commercial grade equipment designed to deliver desired programming.

6.3 Vendor shall supply and install a UPS battery backup system into the head end.

7. Distribution Requirements

7.1 Vendor shall provide design, installation, activation, and proof of performance for the television distribution system.

7.2 All conduit and cables shall be concealed either underground or behind finished walls and ceilings. Most of the buildings are connected via an underground utility tunnel system which can be utilized.

7.3 Vendor may reuse all existing trunk and drop cables and all existing interior cable as necessary during this project. However, all existing head end equipment, amplifiers, taps, etc. are the property of Spectrum.

7.4 As-build documentation will be provided to the University within 30 days of activation.

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**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the RFP pertains to the offeror selected for final contract award (“contractor”).

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period which is anticipated to be July 1, 2022 through June 30, 2023. The University shall have the right, at its sole option, to extend the contract for nine (9) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
2. All fees and charges shall be as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself prior to the closing date of the Request for Proposal.
  - 2.1 Payment for all goods and services required herein shall be made after the successful completion of requirements as set forth in the contract and/or subsequent purchase order. The contractor shall submit an original invoice. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
  - 2.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
3. 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.
4. The contract between the University and the contractor shall consist of: (1) the bid solicitation and any amendments there to, and (2) the contractor's response to the bid solicitation. The University 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 bid solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the bid solicitation shall govern.
5. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least sixty (60) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor shall, at the option of the University, become property of the University. In addition, the University shall be entitled to an applicable pro-rated refund of the payment.
6. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources.

7. 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 University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility 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 University, 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 to the University evidence of compliance with these requirements.
8. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the contract period.
9. 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 University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
10. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work.
11. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
12. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Furthermore, the contractor shall indemnify, defend, and hold harmless the Board of Governors of the University, as well as the University's officers, agents, and employees, from and against all claims, loss, or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Governors, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
  - 12.1 The contractor shall not commence work under this contract until a certificate of insurance has been submitted to the University for all insurance required under this Article and such insurance has been approved; nor shall the contractor allow any subcontractor to commence on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.



12.2 The Contractor shall provide and maintain during the life of the contract until final acceptance of the work, insurance acceptable to the Owner which will afford protection and coverage in accordance with the requirements set forth below.

12.2.1 Workers' Compensation Insurance: Workers' Compensation Insurance for all of his employees at the site of the project, and, in case any work is sublet, contractor shall require any and/or all subcontractor(s) similarly to provide Worker's Compensation Insurance for all his employees unless such employees are covered by the protection afforded by contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workers' Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employer's Liability Insurance. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the contractor or any subcontractor are applicable thereunder. Workers' Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Missouri.

12.2.2 Public Liability and Property Damage Insurance: Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by the contractor or any subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

Public Liability and Property Damage

Bodily injury:

each person	\$100,000
each accident	\$1,000,000

Property damage:

each accident	\$500,000
aggregate	\$500,000

Automobile Public Liability and Property Damage

Bodily injury:

each person	\$100,000
each accident	\$1,000,000

Property damage:

each accident	\$100,000
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12.2.3 Insurance Covering Special Hazards: The Public Liability and Property Damage Insurance policy of policies of the contractor shall provide coverage for special hazards such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

- 12.2.4 University's Protective Liability Insurance: University's Protective Liability Insurance for protection of the University and the consultant, if any, protecting them against the standard hazards, except liability from operation of trucks and automobiles, and with the amount of coverage provided in the Public Liability and Property Damage Insurance of contractor.
- 12.2.5 Builder's Risk or Installation Floater Insurance: Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad comprehensive form, vandalism and malicious mischief, in an amount not less than the replacement cost of the work or the contract price, whichever is greater, with loss payable to contractor and University as their respective interest may appear. Such insurance may be written with Building and Contents Form of Endorsement. In the event Building and Contents Form of Endorsement contains an alterations and repairs permit, contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses and shall furnish the University copies of all endorsements. If Builder's Risk Reporting Form of Endorsement is used, contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal to the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, contractor's interest in the proceeds of such insurance, if any, shall be subordinated to the University's interest to the end that the University may receive full reimbursement for its loss.
- 12.3 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the University and shall be obtained and paid for by contractor.
- 12.4 The contractor shall furnish certificates showing that the University is covered by the required insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be canceled or altered except after ten (10) days' written notice has been received by the University."
- 12.5 Upon receipt of any notice of cancellation or alteration, contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered; and if contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificate or other evidence thereof, the University may obtain such insurance at the cost and expense of contractor without notice to contractor.
- 12.6 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the University does not assume any liability for

acts of contractor, and subcontractor or their employees in the performance of the contract.

13. The contractor shall furnish a payment and performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of his contract and for the payment of all persons performing labor on the project and furnishing materials in connection therewith under his contract as set forth in the standard form of performance/payment bond. The surety on such bond shall be a duly authorized surety company satisfactory to the University.
  - 13.1 The contractor shall furnish at no cost to the University, if requested, a properly certified copy of the current certificate of authority to transact business in the State of Missouri of the surety company executing the required bond, such certificate to remain on file with the University.
  - 13.2 If at any time the University, for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the payment and performance bond, the contractor shall within five (5) days after notice from the University, substitute an acceptable bond signed by such other surety or sureties as may be satisfactory to the University. The premiums on such bond shall be paid by the contractor. No further payments shall be due nor made until the new acceptable bond is furnished to the University.
14. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Governors, agencies, employees, and assigns.
15. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
16. In accordance with the provisions of Section 292.675 RSMo, any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project unless such employees have previously completed the required program.
17. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
  - 17.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws, and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.

- 17.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 17.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
  - Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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**OFFEROR'S INFORMATION**

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

1. An on-site inspection of the University's current service locations can be requested by contacting Amy Hancock via email at [abhancock@semo.edu](mailto:abhancock@semo.edu). A member of the Information Technology and Residence Life departments will be present to answer any questions. Inspections will only be offered from Monday, December 6 through Friday, December 10 during normal business hours.
2. Southeast currently issues all solicitations via the University's website at: <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently, and it is the offeror's responsibility to ensure that all applicable documents needed to satisfy the requirements of the Request for Proposal and any amendments thereto are included in the proposal package. Additionally, the University will update the website immediately upon contract award.
3. Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
  - 3.1 The offeror should include one (1) complete USB flash drive copy of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
  - 3.2 Proposal openings are public on the closing date and time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
  - 3.3 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Any offeror with questions should contact Amy Hancock, Senior Buyer. It is mandatory that all questions be sent via e-mail to [abhancock@semo.edu](mailto:abhancock@semo.edu). The offeror must submit all questions no later than Friday, December 17, 2021. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.

5. **EVALUATION CRITERIA:** The award of contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

- 5.1 Cost ..... 50%
- 5.2 Proposed System/Contractor Support/Experience ..... 50%

6. **COST:** The offeror's cost proposal should be based on a 10-year contract term. If the pricing is based on a different contract term duration, specifically identify the proposed duration, and describe why it is in the University's interest for the alternative duration. Additionally, the cost proposal should specifically address the following:

- 6.1. One Time Cost. Detail any one-time costs, if any, for any hardware, software and installation that will be billed to the University.
- 6.2. Monthly Cost. Provide the cost to provide service for each drop for local channels and any available channel packages and/or tiers per month. The monthly price must be inclusive of all services, equipment, materials, connectivity, and licenses, with no additional charge due or owing by the University. The monthly cost shall be paid monthly in arrears.
- 6.3. Add/Delete Cost. Provide the cost, if any, to add a new drop or delete a drop.
- 6.4. Minimum Commitment. Identify the minimum number of drops, if any that the University must subscribe for the monthly drop price to remain valid.
- 6.5. Optional Services. If any optional services are proposed, detail the associated costs.

7. **PROPOSED SYSTEM/CONTRACTOR SUPPORT/EXPERIENCE:** The offeror should present a written narrative which clearly and concisely states the method or manner by which the offeror proposes to satisfy the Scope of Work and Technical Requirements, if selected for contract award. The offeror should specifically address all of the following.

- 7.1 The offeror should provide a sequential description of the tasks proposed to accomplish the Scope of Work and Technical Requirements.
- 7.2 The offeror should describe in detail all equipment proposed. It is the offeror's responsibility to ensure all equipment proposed is adequately described. In addition, the offeror should specify all of the following: room size needed to accommodate proposed equipment, air conditioning requirements, electrical requirements, grounding requirements, rack sizes, sizes and mounting requirements for antennas, and any necessary cable runs into buildings.
- 7.3 The offeror should specify whether an on-site warranty will be provided. If so, the offeror should describe such in detail.
- 7.4 The offeror should specify whether a maintenance option is available after the initial warranty period expires, the type of services available, and the cost of such.
- 7.5 The offeror should describe how service calls will be received (such as 24 hours per day, seven days per week, etc.), the average response time, if travel will be billed, and the cost of such.

- 7.6 The offeror should state any additional professional services or incentives which will be provided to the University, especially those offered at no or minimum charge, in addition to fulfilling the Scope of Work and Technical Requirements.
- 7.7 The offeror should submit at least three (3) current customers who have acquired the same or similar type of equipment and/or services from the offeror. Each reference should include organization name, contact person with respective e-mail address, title, telephone number, and address. The offeror may utilize **ATTACHMENT 1** to provide this information. In addition, the offeror should provide a brief description of services performed for each customer.
- 7.8 The offeror should specify whether any specific individual will be assigned to the University as a single point of contact.
- 7.9 The qualifications of the personnel proposed by the offeror to perform the requirements specified herein will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience and qualifications of the staff proposed. In addition, the offeror should specify the personnel who are proposed to perform each task and the number of work hours each person will provide.
- 7.10 The offeror should submit a copy of all licenses and certifications which may be required for the proposed personnel.
8. **EVALUATION PROCESS:** After initially reviewing all proposals received, the University reserves the right to contact one, some, or all offerors to clarify or verify the proposal(s) and to develop a comprehensive assessment of the proposal(s). The University also reserves the right to request any missing proposal document if no competitive advantage will be realized. The University may request one, some, or all offerors to make an online demonstration/presentation to assist the University in developing a comprehensive assessment of the proposal(s). However, the offeror must not assume this will occur, and must therefore present as comprehensive a proposal package as possible. The University reserves the right to evaluate the offeror's proposal without requesting any additional information. Failure to submit all-inclusive information may cause an adverse impact on the evaluation of the offeror's proposal.
9. If the offeror requires the University to execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
10. **ATTACHMENT 2 - Vendor Business Information:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 2 with the proposal response. Completion of this Attachment does not affect contract award.
11. **ATTACHMENT 3 - Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity," the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should

complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this Attachment must be submitted prior to an award of a contract.

12. The attached Terms and Conditions for Request for Proposal (revised 08/27/19) are hereby incorporated. Offer's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the proposal.
13. By signature on the Request for Proposal cover sheet, the offeror affirms that all pricing information is submitted in accordance with the terms and conditions of Request for Proposal 5980.
14. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.



**SOUTHEAST MISSOURI STATE UNIVERSITY  
TELEVISION SERVICES  
REQUEST FOR PROPOSAL 5980**

**EXHIBIT A**

**CURRENT CHANNEL LINEUP**

7	SOUTHEAST CAMPUS INFORMATION	26	JCTV	39	History Channel HD	52	American Hero Channel
7	SOUTHEAST CINEMA	26	The Church Channel	39	Animal Planet HD	52	Discovery Fit and Health
7	CCIN	26	Smile of a Child	39	HGTV HD	52	ESPN Classic
7	Government Access	26	CSS (Charter Sports Southeast)	40	National Geographic HD	52	Lifetime Real Women
7	Educational Access	27	MTV HD	40	Travel Channel HD	53	Sundance
7	Local Origination	27	MTV 2 HD	40	Food Network HD	53	Ovation
8	ZUUS Country	27	SyFy HD	41	TLC HD	54	Boomerang
8	Heartland TV	28	CMT HD	41	Bravo HD	54	Fox College Sports - Central
8	ABC HD (WSIL)	28	VH-1 HD	41	Esquire HD	54	FX
8	NBC HD (WPSD)	29	LMN HD	42	E! HD	54	Mav TV
8	Classic TV	29	AMC HD	42	Oxygen HD	54	Fox Sports 2
9	PBS WORLD	29	Turner Classic Movies HD	42	OWN HD	54	UP
9	PBS CREATE	30	fx HD	43	AXS TV	55	Bloomberg
9	KFVS Weather	30	Comedy Central HD	43	Lifetime HD	55	Reelz Channel
9	CBS HD (KFVS)	30	Spike TV HD	43	Hallmark Channel HD	55	World Fishing Network
9	PBS HD	31	Fox Sports Midwest HD	44	TV Land HD	55	Sprout
10	Univision HD	31	HLN HD	44	GSN HD	55	CBS Sports Network
10	CSPAN HD	31	Regional Sports Extra Games HD	44	Nickelodeon HD	56	Centric
10	WGN HD	32	BTN HD	45	ABC Family HD	57	H2
11	QVC HD	32	CNBC HD	45	The Disney Channel HD	57	Fuse
11	Home Shopping Network HD	32	Golf Channel HD	45	Disney XD HD	57	DIY (Do It Yourself)
11	The Weather Channel HD	33	Fox Sports 1 HD	46	Women's Entertainment HD	57	TV One
12	Charter Media/FS Home Advtg Board	33	MLB Network HD	46	Hub HD	57	GAC
12	Charter Media/FS Home Advtg Bckstp	33	CNN HD	46	The Tennis Channel HD	58	CSPAN 3
12	Charter Media/FS Home Advtg Bird Eye	34	NBC Sports HD	47	Outdoor Channel HD	59	mtvU
12	Charter Media/FS Home Advtg First Base	34	MSNBC HD	47	The Sportsman Channel HD	59	MTV Jams
13	WDKA - MyTV	34	ESPN HD	48	Hallmark Movie Channel HD	59	Tr3s
13	WTCT - Independent	35	ESPN2 HD	48	Cooking Channel HD	59	VH-1 Classic
13	Cornerstore	35	FOX News Channel HD	48	ESPN Goal Line/Buzzer Beater HD	59	VH-1 Soul
23	CSPAN 2	35	Cartoon Network HD	49	ESPNNews HD	59	CMT Pure Country
23	Trinity Broadcasting/TBN	36	TruTV HD	49	ESPN U HD	59	Nick Jr
23	EWTV	36	USA HD	49	CBS Sports Network HD	59	Teen Nick
23	SBN	36	TNT HD	50	Destination America HD	59	Nicktoons Network
24	Shop NBC HD	37	TBS HD	50	The Science Channel HD	59	Nickelodeon Too
24	Inspirational Network HD	37	Discovery HD	50	Biography HD	59	LOGO
24	Jewelry TV HD	37	BET HD	51	NFL Network HD	59	MTV Hits
25	FX Movie Channel HD	38	Velocity	51	NFL RedZone HD	59	The Word Network
25	Independent Film Channel HD	38	A&E HD	51	Fox Business Network HD	61	NHL Network
26	ION Television	38	Investigation Discovery HD	52	BBC America	63	FOX HD (KBSI)

Note: The current channel numbers are in tiers (i.e., channel 50 is displayed as 50-1, 50-2, and 50-3)

**SOUTHEAST MISSOURI STATE UNIVERSITY  
TELEVISION SERVICES  
REQUEST FOR PROPOSAL 5980**

**EXHIBIT B**

**RESIDENCE HALL DROPS**

Building	Drop Count
Towers North	14
Towers South	13
Towers East	13
Towers West	14
Towers Complex	2
Myers Hall	5
Vandiver Hall	10
Merick Hall	17
Dobbins Center	5
LaFerla Hall	11
Sig Ep	2
Sigma Nu	2
Pike	2
Sigma Chi	2
Greek F	4
Greek G	3
Greek H	3
Greek J	4
Greek K	4
<b>Total</b>	<b>130</b>

**ACADEMIC AND ADMINISTRATIVE BUILDING DROPS**

Building	Drop Count
Academic Hall	4
Facilities Mngmt. Service Center	3
Holcomb Success Center	1
Houck	7
Parker	1
Rosengarten	4
Serena	1
Student Recreation Center	10
Show Me Center	15
University Center	4
1221 Broadway	1
Crisp Hall	3
Department of Public Safety	5
<b>Total</b>	<b>59</b>

**SOUTHEAST MISSOURI STATE UNIVERSITY  
TELEVISION SERVICES  
REQUEST FOR PROPOSAL 5980  
ATTACHMENT 1  
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 15, item 7.7 of RFP 5980.

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No . \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No . \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No . \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT 2 VENDOR INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

### **SECTION I**

#### **BUSINESS TYPE**

- |   |   |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri         | <input type="checkbox"/> F. Large, Non-Minority, Missouri     |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri     | <input type="checkbox"/> G. Large, Minority, Non-Missouri     |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri     | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business             |
| <input type="checkbox"/> E. Large, Minority Missouri          | <input type="checkbox"/> J. Unable to Classify                |

#### **DEFINITIONS:**

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

*For example*: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

**SECTION II**

**SERVICE-DISABLED VETERAN STATUS**

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
MO Address of Service-Disabled  
Veteran Business

**SECTION III**

**BLIND OR SHELTERED WORKSHOP**

Indicate appropriate business classification (s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind Workshop

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

\_\_\_\_\_

**Organization Contact Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Certification Number:** \_\_\_\_\_  
(or attach a copy of certificate)

**Certification Expiration Date:** \_\_\_\_\_

\_\_\_\_\_  
Authorization Signature of Participating Organization  
(Organization of the Blind or Sheltered Workshop)

\_\_\_\_\_  
Date

**ATTACHMENT 3  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

\_\_\_\_\_  
**Authorized Representative's Name  
(Please Print)**

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Company Name (if applicable)**

\_\_\_\_\_  
**Date**

**ATTACHMENT 3 continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
**Authorized Business Entity Representative's Name (Please Print)**

\_\_\_\_\_  
**Authorized Business Entity Representative's Signature**

\_\_\_\_\_  
**Business Entity Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.



**ATTACHMENT 3 continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the University for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
 commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
 \_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**

**SOUTHEAST MISSOURI STATE UNIVERSITY  
TERMS AND CONDITIONS  
REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply:

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed proposal prior to the specified opening date and time.
- c. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- d. **Contract** means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- e. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- j. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
- m. **Shall** has the same meaning as the word must.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

**2. APPLICABLE LAWS, REGULATIONS, AND POLICIES**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

### **3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Department. Such communication should be received at least seven (7) calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven (7) calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Southeast monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP and any Amendments are available for viewing and printing from the University's website. Registered offerors may be electronically notified of the proposal opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an RFP after issuance. E-mail notification of the amendment or cancellation will not be issued.

### **4. PREPARATION OF PROPOSALS**

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges and must be stated FOB destination, unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- h. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

### **5. SUBMISSION OF PROPOSALS**

- a. All proposals must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a proposal shall not be honored.

- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto, in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

## **6. PROPOSAL OPENING**

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.
- b. Proposals which are not received in the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Under extraordinary circumstances, the Purchasing Department may authorize the opening of a late proposal. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: (1) University offices were closed due to inclement weather conditions or other unforeseen reasons, and (2) postal or courier services were delayed due to labor strikes or unforeseen "Acts of God".

## **7. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The University reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. The final determination of contract award shall be made by the Purchasing Department.
- n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- o. Any proposal award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

## **8. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and

(4) University's acceptance of the proposal by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **9. INVOICING AND PAYMENT**

a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.

b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **10. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **11. INSPECTION AND ACCEPTANCE**

a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

## **12. WARRANTY**

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

## **13. CONFLICT OF INTEREST**

a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **14. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

#### **15. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **16. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, posted to the University's website, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

#### **17. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **18. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **20. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

#### **21. EMERGENCIES**

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

#### **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/27/2019