



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

INVITATION FOR BID 6028

TITLE: CLASSROOM TECHNOLOGY EQUIPMENT

DATE: DECEMBER 12, 2024

BUYER: TANYA STEVENS

EMAIL: tstevens@semo.edu

PHONE: (573) 651-2588

BID MUST BE RECEIVED NO LATER THAN:

DATE: JANUARY 16, 2025

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

For USPS/FedEx/UPS, etc.

Bids must be mailed to:

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

OR delivered by bidder 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, and the selection of the lowest and best bidder is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

The bidder 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 bid. 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

**SOUTHEAST MISSOURI STATE UNIVERSITY
CLASSROOM TECHNOLOGY EQUIPMENT
INVITATION FOR BID 6028**

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The contractor shall provide classroom technology equipment for Southeast Missouri State University (hereinafter referred to as "University") in accordance with all terms, conditions, and requirements stated herein. The contractor must provide hardware and software which meet the specifications listed herein.

1. The contractor must be able to provide each of the items listed below to the University on an as needed basis. Brand names and model numbers are utilized as references only. The University will consider all other brands equal or better.

1.1	LCD Projector, Lamp, WXGA, 4200 Lumen	NEC NP-MC423W
1.2	LCD Projector, Laser, WXGA, 4300 Lumen	NEC NP-M430WL
1.3	LCD Projector, Laser, WXGA, 5200 Lumen	NEC NP-PE506WL
1.4	LCD Projector, Laser, WUXGA, 5200 Lumen	NEC NP-PE506UL
1.5	LCD Projector, Laser, WUXGA, 6000 Lumen	NEC NP-P627UL
1.6	LCD Projector, Laser, WUXGA, 7100 Lumen	NEC NP-PV710UL-W1-13ZL
1.7	LCD Projector, Laser, WXGA, 5200 Lumen	Panasonic PT-VMW51U7
1.8	LCD Projector, Laser, WUXGA, 5200 Lumen	Panasonic PT-VMZ51U7
1.9	Short Throw Projector, WXGA, 3800 Lumen	Panasonic PT-TMW380U
1.10	Universal Ceiling Mount	Chief RPAU
1.11	Suspended Ceiling Kit	Chief CMA-450
1.12	STEM-CAM Visual Presenter 2, Document Camera	Elmo 1379 (TT-12W)
1.13	1:2 HDMI Distribution Amplifier	Kramer VM-2HXL
1.14	HDMI over CAT6 Extender	Altona AT-AVA-EX70-2PS-KIT
1.15	Ceiling Speaker – 80W	JBL Control 24C
1.16	4x1 4K HDMI Switcher	Creston HD-MD4X1-4KZ-E
1.17	Wireless Presentation Unit	Kramer VIA-CONNECT2 Pro
1.18	Audio Amplifier	Crown XLS1502
1.19	HD Scaling Auto Switcher and Extender 400	Creston HD-MD-4K-400 KIT
1.20	Networkable 2 Channel 200-Watt Amplifier	Atlas DPA-102PM
1.21	LCD Flat Panel Mount	Peerless PLCM-UNL-CP
1.22	65" x 104" Electric Screen	Da-Lite 20892
1.23	72" x 110" Electric Screen	Da-Lite 34464
1.24	72.5" x 116" Electric Screen	Da-Lite 70222
1.25	69" x 92" Electric Screen	Da-Lite 89750
1.26	113" Diagonal Electric Screen	Da-Lite 34460
1.27	164" Diagonal Electric Screen	Da-Lite 34468
1.28	43" Commercial Display 4K	Panasonic TH-43CQE2U
1.29	50" Commercial Display 4K	Panasonic TH-50CQE2U
1.30	55" Commercial Display 4K	Panasonic TH-55CQE2U
1.31	65" Commercial Display 4K	Panasonic TH-65CQE2U
1.32	75" Commercial Display 4K	Panasonic TH-75CQE2U
1.33	86" Commercial Display 4K	Panasonic TH-86CQE2U

1.34	98" Commercial Display 4K	Panasonic TH-98CQE2U
1.35	75" 750Q 4K LED 4K Multi-Touch Display w/ USB Type-C	Newline TT-7521Q
1.36	180 Degree Video Conferencing Camera	Jabra PanaCast 50, 8200232
1.37	Webcam 4K	Aver COM520PR2
1.38	Wall/Ceiling Mount Kit	COMSVCMT
1.39	USB Extender Plus R	Extron 60-1471-13
1.40	USB Extender Plus T	Extron 60-1471-12
1.41	DTP HDMI 4K 330 Rx	Extron 60-1331-13
1.42	DTP HDMI 4K 330 Tx	Extron 60-1331-12
1.43	UCS 601	Extron 60-2042-01
1.44	DTP T SW4 HD 4K	Extron 60-1625-01
1.45	TLP Pro 725M (White)	Extron 60-1563-03
1.46	DPH 101 4K PLUS	Extron 60-1686-01
1.47	DTP HD DA8 4K	Extron 60-1438-51
1.48	DTP CrossPoint 82 4K IPCP Q MA 70	Extron 60-1583-93
1.49	PI 115	Extron 60-1233-02
1.50	EX-UBT	BiAMP Tesira 443.9
1.51	29U-1AT(PL)D-R	Biamp POE Injector
1.52	AVB VT4 (DSP)	BiAMP TesiraFORTE 452.9
1.53	Devio SCR-20C	BiAMP SCR-20C

2. The equipment must be new. Used, demonstration, or reconditioned equipment will not be accepted.
3. The contractor must provide a minimum one-year warranty for all equipment. The warranty shall commence upon written acceptance of the item from the University's Purchasing Department or upon payment of such, whichever occurs first.
 - 3.1 The contractor must provide 24/7 telephone support for the entire warranty period at no additional charge. The University prefers the repair be completed within one (1) business day after notification.
 - 3.2 The contractor shall warranty the equipment to be free from defects in material and workmanship under normal use and service. In the event of a component failure, the replacement shall have its own one-year warranty beginning with the date of shipment of the replacement.
4. The University will order on an as needed basis and does not guarantee a specific quantity for any item. The University will issue a purchase order when classroom technology equipment is needed. Verbal notification shall not be accepted in lieu of a written purchase order.
5. All pricing submitted must be applicable for single purchases as well as packaged items.
6. Installation of the equipment will be accomplished solely by University personnel. However, the contractor may be required to conduct an on-site visit to evaluate and recommend equipment needed in a particular area at no cost to the University.

- 6.1 The on-site visit must be accomplished no later than five (5) business days after a request is received from the University.
 - 6.2 The on-site visit may require travel to such areas as the University's regional campuses located in Kennett and Sikeston, as well as any future centers the University may add.
7. The contractor may be required to provide on-site technical support at the expense of the University. The firm fixed not-to-exceed rate per hour for this service must be stated on the Pricing Page. Support must be accomplished no later than two (2) business days after the request is received from the University.
8. Liquidated Damages:
 - 8.1 The contractor shall understand and agree that the University shall have, at its sole option, the ability to assess and recover liquidated damages from the contractor. Since the amount of actual damage would be difficult to establish, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - 8.2 In the event the contractor fails to deliver any equipment within the specified delivery time as stated by the contractor, the contractor shall pay liquidated damages in the amount of one percent (1%) of undelivered items for each University business day delivery exceeds the specified date.
 - 8.3 The contractor and the University shall agree that liquidated damages shall not be considered as a penalty for the contractor's failure to deliver, but shall constitute a payment for damages suffered by the University due to the contractor's failure to deliver.
 - 8.4 The University reserves the right to deduct the liquidated damages payment from the contractor's invoice or invoice the contractor for payment.

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GENERAL CONTRACTUAL REQUIREMENTS

This portion of the IFB pertains to the bidder 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 February 01, 2025, through January 31, 2026.
 - 1.1 The University shall have the right, at its sole option, to extend the contract for additional twelve-month periods. 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.
 - 1.2 If an extension option is exercised, the contractor shall agree that the prices shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
 - 1.3 The University anticipates the contract life to be five (5) years. The University reserves the right to extend the contract beyond five (5) years, if in the best interest of the University.

2. All prices shall be as indicated on the Pricing Page of 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 which the contractor might have fully informed itself of prior to the opening date of the Invitation for Bid.
 - 2.1 All manufacturer/supplier price decreases to the contractor shall be passed on to the University. In the event of a manufacturer/supplier price decrease, the contractor’s contract price shall decrease to the University at the same rate.
 - 2.2 Payment shall be made after the successful delivery of all items. The contractor shall submit an original invoice and reference the respective purchase order number. The original invoice may be submitted through email. Faxed invoices shall not be accepted. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
 - 2.3 All payments shall be made in arrears. The University will not make any advance deposits.
 - 2.4 In the event the scope of work and/or technical specifications are revised by the University, additional compensation shall be considered and negotiated at that time.

3. 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 technical specifications covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.

4. 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 at anytime in conjunction with or in replacement of the contractor's service.
5. 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.
6. The contractor shall fully coordinate its activities in the performance of the contract with those of the University.
7. In the event of manufacturer discontinuation of a contract item, the contractor shall substitute an item with equal or better capabilities for equal or less cost than the discontinued item. The contractor shall not substitute any item without approval of the University.
 - 7.1 The University shall be the final authority as to the acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
 - 7.2 The contractor is responsible for ensuring all components will continue to work together as a result of a model number or any other change in equipment.
8. The contractor shall agree that the University shall not be responsible for any liability incurred by the contractor or his/her employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and installation of equipment provided by the contractor, except as otherwise provided in the contract.
9. 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. 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 Regents, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the contractors to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably

reliable. In the event the insurance coverage is canceled, the University must be notified immediately.

10. 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 Regents, agencies, employees, and assigns.
11. 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 the contractor or any other person engaged in the contracted work.
12. 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.
13. Upon expiration, termination or cancellation of the contract, the contractor shall continue providing warranty services in accordance with the terms and conditions, requirements, and specifications of the contract for a period not to exceed one (1) year after the expiration or cancellation date of the contract. The contractor shall also deliver, FOB destination, all records, documentation, reports, data, recommendations and/or printing elements, etc., which were required to be produced under the terms of the contract, to the University within seven (7) days after receipt of the written request.

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BIDDER'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation, amendments (if any) will be posted to the website. Please note that it is the bidder's sole responsibility to check the website to obtain any additional information posted for the IFB. The University will also update the website upon award.
2. Bids must be completed, signed, and returned, with all necessary attachments, to the Purchasing Department by the opening date and time as specified on the IFB cover sheet. The University only requests the pages completed by the bidder and any additional pages added by the bidder. Copies of the original Invitation for Bid package or any exhibits thereto are not needed.
 - 2.1. In addition to one (1) physical paper copy, the bidder should include one (1) complete USB flash drive copy of the bid for distribution to the appropriate evaluation personnel.
3. Any bidder with questions should contact Tanya Stevens at (573) 651-2588 or via email at tstevens@semo.edu. All bidders and/or anyone else acting on their behalf must direct their questions or comments regarding the IFB, evaluation, etc., to the Purchasing Department. Bidders may not contact other University employees regarding any of these matters while the IFB and evaluation are in process.
 - 3.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications, or requirements of the IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. The bidder must submit such in writing no later than seven (7) calendar days prior to the IFB opening date via email to tstevens@semo.edu.
4. **EVALUATION PROCESS:** The award of a contract resulting from the IFB shall be based on the lowest and best bid received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the criteria listed below may result in minimal subjective consideration and/or in rejection of the bidder's package.
 - 4.1 Cost.....50%
 - 4.2 Experience and Reliability of Bidder's Organization 25%
 - 4.3 Technical Capabilities/Proposed Method of Performance/Contractor Support 25%
5. **COST:** Cost will be evaluated based upon the firm, fixed prices as indicated by the bidder on the Pricing Page.
 - 5.1 The bidder shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.

- 5.2 All prices shall be stated FOB destination and include all costs, such as shipping, warranty, on-site visit, etc.
6. **EXPERIENCE AND RELIABILITY OF BIDDER'S ORGANIZATION:** Experience and reliability of the bidder's organization will be considered in the evaluation process. Therefore, the bidder is advised to submit any information which documents successful and reliable experience in past performances. Specifically, the bidder should submit a short narrative that details their experience in the classroom technology equipment industry to include years of service and level of product and technical knowledge. The bidder should also submit at least three (3) references, preferably from higher education institutions. Each reference should include organization name, contact person with respective e-mail address, title, telephone number, address, and a brief description of services performed for each reference. The bidder may utilize **Attachment 1** to provide this information.
7. **TECHNICAL CAPABILITIES/PROPOSED METHOD OF PERFORMANCE/ CONTRACTOR SUPPORT:** Bids will be subjectively evaluated for technical capabilities, proposed method of performance, and contractor support. Therefore, it is the bidder's responsibility to completely describe all proposed hardware and software products for evaluation purposes.
- 7.1 The bidder may propose any equipment which meets or exceeds the specifications as listed in this document. The bidder must provide detailed information such as the brand/model, size, capacities, features, warranty, and all other applicable information for each respective component. It is the bidder's responsibility to ensure all equipment proposed is adequately described. The bidder should submit brochures or product website addresses which fully describe the proposed equipment and its specifications.
- 7.2 The bidder must fully describe the ability to provide support for the proposed hardware and software with respect to timely delivery and warranty/post-warranty technical and maintenance support. Bidder must provide an average turnaround time (from when they receive the PO until the product is delivered on site). Bidder must also provide a list of names and contact information of the A/V experts on staff that can answer technical questions or provide product recommendations.
- 7.3 Bidder must indicate which items listed on the Pricing Page are normally kept in stock at a local warehouse and will be available for faster delivery.
- 7.4 The bidder must provide the warranty information which minimally satisfies this IFB's requirement of a one-year warranty, to include all parts. The bidder should also list the toll-free telephone number for any manufacturer that provides a warranty(s) that exceeds one year.
- 7.5 The bidder should specify whether any specific individual will be assigned to the University as a single point of contact. If applicable, the bidder should provide the name and contact information of stated designated representative.
8. After initially reviewing the bids, the University reserves the right to contact the bidder to clarify or verify the bid, and to develop a comprehensive assessment of the bid. If deemed necessary, a technical question and answer conference or interview may be conducted. In addition, the University may require the bidder to provide a technical demonstration of the equipment proposed to both clarify and verify the proposed response.

9. 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 bidder is requested to complete and return Attachment 2 with the bid response. Completion of this attachment does not affect contract award.
10. The attached Terms and Conditions for Invitation for Bid (revised 08/27/19) are hereby incorporated. Bidder's terms and conditions which conflict with this Invitation for Bid and/or the attached Terms and Conditions could result in rejection of the proposal.
11. 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 Invitation for Bid.
12. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a proposal, the contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees

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PRICING PAGE

1. The bidder must state a firm, fixed price per each for items 1.1 through 1.53 listed below. All prices shall be stated FOB destination and include all costs, such as shipping, warranty, and on-site visits. The bidder must also indicate the items available in a local warehouse that may provide for faster delivery by marking the checkbox on the left of the item. In addition, the bidder must specify the manufacturer and model of each equipment item. Brand names and model numbers listed below are for reference only. The University will consider all other brands equal or better.

PLEASE NOTE: The University anticipates making one award to one contractor; therefore, a "no bid" of any item may result in the rejection of the entire bid.

In-Stock Locally

- 1.1 LCD Projector Lamp WXGA 4200 Lumen, NEC NP-MC423W
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.2 LCD Projector Laser WXGA 4300 Lumen, NEC NP-M430WL
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.3 LCD Projector Laser WXGA 5200 Lumen, NEC NP-PE506WL
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.4 LCD Projector Laser WUXGA 5200 Lumen, NEC NP-PE506UL
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.5 LCD Projector Laser WUXGA 6000 Lumen, NEC NP-P627UL
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.6 LCD Projector Laser WUXGA 7100 Lumen, NEC NP-PV710UL-W1-13ZL
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.7 LCD Projector Laser WXGA 5200 Lumen, Panasonic PT-VMW51U7
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.8 LCD Projector Laser WUXGA 5200 Lumen, Panasonic PT-VMZ51U7
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.9 Short Throw Projector, WXGA, 3800 Lumen Panasonic PT-TMW380U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.10 Universal Ceiling Mount, Chief RPAU
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.11 Suspended Ceiling Kit, Chief CMA-450
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.12 STEM-CAM Visual Presenter 2 Document Camera, Elmo 1379 (TT-12W)
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.13 1:2 HDMI Distribution Amplifier, Kramer VM-2HXL
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.14 HDMI over CAT6 Extender, Altona AT-AVA-EX70-2PS-KIT
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.15 Ceiling Speaker – 80W, JBL Control 24C
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.16 4x1 4K HDMI Switcher, Creston HD-MD4X1-4KZ-E
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.17 Wireless Presentation Unit, Kramer VIA-CONNECT2 Pro
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.18 Audio Amplifier, Crown XLS1502
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.19 HD Scaling Auto Switcher and Extender 400, Crestron HD-MD-4K-400 Kit
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.20 Networkable 2 Channel 200-Watt Amplifier, Atlas DPA-102PM
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.21 LCD Flat Panel Mount, Peerless PLCM-UNL-CP
 \$_____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.22 65" x 104" Electric Screen, Da-Lite 20892
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.23 72" x 110" Electric Screen, Da-Lite 34464
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.24 72.5" x 116" Electric Screen, Da-Lite 70222
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.25 69" x 92" Electric Screen, Da-Lite 89750
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.26 113" Diagonal Electric Screen, Da-Lite 34460
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.27 164" Diagonal Electric Screen, Da-Lite 34468
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.28 43" Commercial Display 4K, Panasonic TH-43CQE2U
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.29 50" Commercial Display 4K, Panasonic TH-50CQE2U
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.30 55" Commercial Display 4K, Panasonic TH-55CQE2U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.31 65" Commercial Display 4K, Panasonic TH-65CQE2U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.32 75" Commercial Display 4K, Panasonic TH-75CQE2U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.33 86" Commercial Display 4K, Panasonic TH-86CQE2U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.34 98" Commercial Display 4K, Panasonic TH-98CQE2U
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.35 75" 750Q 4K LED 4K Multi-Touch Display w/ USB Type-C, Newline TT-7521Q
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.36 180 Degree Video Conferencing Camera, Jabra PanaCast 50, 8200232
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.37 Webcam 4K, Aver COM520PR2
 \$ _____ firm, fixed price per each
 _____ Manufacturer/Model

- 1.38 Wall/Ceiling Mount Kit, COMSVCMNT
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.39 USB Extender Plus R, Extron 60-1471-13
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.40 USB Extender Plus T, Extron 60-1471-12
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.41 DTP HDMI 4K 330 Rx, Extron 60-1331-13
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.42 DTP HDMI 4K 330 Tx, Extron 60-1331-12
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.43 UCS 601, Extron 60-2042-01
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.44 DTP T SW4 HD 4K, Extron 60-1625-01
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.45 TLP Pro 725M (White), Extron 60-1563-03
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

- 1.46 DPH 101 4K PLUS, Extron 60-1686-01
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.47 DTP HD DA8 4K 330, Extron 60-1438-51
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.48 DTP CrossPoint 82 4K IPCP Q MA 70, Extron 60-1583-93
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.49 PI 115, Extron 60-1233-02
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.50 EX-UBT, BiAMP Tesira 443.9
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.51 29U-1AT(PL)D-R, BiAMP POE Injector
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.52 FORTE AVB VT4 (DSP), BiAMP Tesiva FORTE 452.9
\$ _____ firm, fixed price per each
_____ Manufacturer/Model
- 1.53 Devio SCR-20C, BiAMP SCR-20C
\$ _____ firm, fixed price per each
_____ Manufacturer/Model

2. Bidder must provide the average number of business days required for equipment delivery after receipt of purchase order for both in-stock and not in-stock items.

_____ business days ARO for delivery – In-Stock Locally

_____ business days ARO for delivery – Not In-Stock Locally

3. Bidder must provide the hourly rate for on-site technical support:

\$ _____ firm, fixed not-to-exceed rate per hour.

By signature below, the bidder affirms that all prices are quoted pursuant to the terms and conditions of Invitation for Bid 6028. In addition, the bidder understands and certifies the following:

- 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.
- If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri 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 contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

Company Name

Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
CLASSROOM TECHNOLOGY EQUIPMENT
INVITATION FOR BID 6028**

**ATTACHMENT 1
BIDDER'S EXPERIENCE**

The bidder should provide three (3) references as requested on page 9, item 6 of IFB 6028.

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

**SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS
INVITATION FOR BID**

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