



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873

INVITATION FOR BID 5890

DELIVERY INSTRUCTIONS

TITLE: CAMERA/NVR EQUIPMENT
DATE: FEBRUARY 8, 2018
BUYER: AMY HANCOCK
BUYER
EMAIL: abhancock@semo.edu
PHONE: (573) 651-2021
BID MUST BE RECEIVED NO LATER THAN:
DATE: MARCH 1, 2018
TIME: 3:30 P.M.

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.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY		STATE	ZIP CODE
CONTACT PERSON	CONTACT PERSON EMAIL ADDRESS		FACSIMILE NUMBER
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
CAMERA/NVR EQUIPMENT
INVITATION FOR BID 5890

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The contractor shall provide the Internet Protocol (IP) camera equipment and network video recorders (NVR) for Southeast Missouri State University (hereinafter, referred to as "University") in accordance with all terms, conditions and requirements stated herein. The contractor must provide equipment and services that meet or exceed the specifications listed herein. Brand names, if listed, are references only. Any brand equal or better shall be acceptable. All numeric specifications are approximate unless otherwise stated.

The items included in this Invitation for Bid are separated into two pricing pages – Pricing Page A and Pricing Page B. Items on Pricing Page A are those the University may purchase in its normal course of business. Items on Pricing Page B are items the University may purchase with Federal Transit Authority funds; therefore, additional federal clauses are included at the bottom of Pricing Page B.

The University anticipates making one award for all items on Pricing Page A; therefore a "no bid" of any item on Pricing Page A may result in the rejection of the bidder's proposal. Though not mandatory, the University strongly encourages bidders to also submit bids for Pricing Page B, as the University prefers to award all items within this Invitation for Bid to one vendor.

1. Items on Pricing Page A: The contractor must provide, at a minimum, the following equipment and services listed below.

Network Video Recorder (NVR)

- 1.1 64 Camera NVR, video compression (high level H.264), Internal Hard Drive Storage of at least 18TB. ExacqVision brand or equal.
- 1.2 32 Camera NVR, video compression (high level H.264, MPEG-4, M-JPEG), Internal Hard Drive Storage of at least 8TB. ExacqVision brand or equal.
- 1.3 16 Camera NVR, video compression (high level H.264, MPEG-4, M-JPEG), Internal Hard Drive Storage of at least 4TB. ExacqVision brand or equal.
- 1.4 8 Camera NVR, video compression (high level H.264), Internal Hard Drive Storage of 4TB or greater. ExacqVision brand or equal.

Hybrid NVR

- 1.5 16 channel analog and 16 IP camera NVR, with the same video requirements as listed above for NVRs and appropriately sized hard drives.

Video Management Software

- 1.6 Software should have unlimited client licenses and be compatible with both Microsoft and Macintosh operating systems and all cameras and NVR's listed herein. Must be an enterprise level version that is able to create camera groups, have ptz control, an interactive map feature, and be able to grant permissions based on user login. Exacq software or equal.

Indoor Fixed Camera

- 1.7 Hybrid (VGA/1.3 MP), super dynamic range, color camera
- 1.8 IP (1.3/3/5 MP or better), super dynamic range, color camera

Mini Dome Indoor Camera

- 1.9 Hybrid (VGA/1.3 MP), super dynamic range, ceiling mount, vari-focal (2.8-12mm, 3-8mm, 5-50mm), color mini dome
- 1.10 IP (1.3/3/5 MP or better), super dynamic range, ceiling mount, vari-focal (2.8-12mm, 3-8mm, 5-50mm), color mini dome

PTZ Indoor Camera

- 1.11 IP (1.3/3/5 MP or better) PTZ surface mount, super dynamic range, color mini dome

180 Degree IP Camera

- 1.12 High resolution indoor 180 degree IP (1.3/3/5 MP or better), super dynamic range, color camera
- 1.13 High resolution outdoor 180 degree IP (1.3/3/5 MP or better), super dynamic range, vandal proof color camera

360 Degree IP Camera

- 1.14 High resolution indoor 360 degree IP (1.3/3/5 MP or better), super dynamic range, color camera
- 1.15 High resolution outdoor 360 degree IP (1.3/3/5 MP or better), super dynamic range, vandal proof color camera

IR Indoor Camera

- 1.16 High resolution indoor IR camera
- 1.17 High resolution indoor IR mini dome camera

Outdoor Fixed Camera with Housing

- 1.18 Hybrid (VGA/1.3 MP), super dynamic range, color camera
- 1.19 IP (1.3/3/5 MP or better), super dynamic range, color camera

Outdoor Vandal Mini Dome Camera

- 1.20 Hybrid (VGA/1.3 MP), heavy-duty pendant mount, super dynamic range, color mini dome
- 1.21 IP (1.3/3/5 MP or better), heavy-duty pendant mount, super dynamic range, color mini dome

PTZ Outdoor Camera

- 1.22 IP (1.3/3/5 MP or better) outdoor PTZ Day/Night mini dome

IR Outdoor Camera

- 1.23 High resolution, long range outdoor vandal proof IR camera
- 1.24 High resolution outdoor vandal proof IR mini dome camera

Elevator Camera

- 1.25 High resolution corner mount camera, Speco SPC-CVC605CM or equal

Microphone

- 1.26 PZM11 Microphone
- 1.27 PZM11-LL Microphone
- 1.28 Outdoor Housing with Heater/Blower

Mount

- 1.29 Pole mount
- 1.30 12" wall mount
- 1.31 6" wall mount
- 1.32 Ceiling mount
- 1.33 T-rail mount
- 1.34 Mini dome wall mount

Lenses

- 1.35 IP camera long-range vari-focal lenses (3-8mm and 5-50mm auto iris)
- 1.36 IP camera wide angle lenses (2.8-12mm auto iris)

Receiver

- 1.37 Single fiber receiver (rack mountable)
- 1.38 4 port multiplexer transmitter and rack mountable receiver (one-way communication), Bosch LTC 474560/4460 or equal
- 1.39 4 port fiber receiver rack mountable Bosch LTC 474560 or equal
- 1.40 8 port multiplexer transmitter and receiver (one-way communication)

Power Supply

- 1.41 12 V DC 4 channel power supply, B-Tron or equal
- 1.42 12 V DC 8 channel power supply, B-Tron or equal
- 1.43 12 V DC 16 channel power supply, B-Tron or equal
- 1.44 24 V AC 4 channel power supply, B-Tron or equal
- 1.45 24 V AC 8 channel power supply, B-Tron or equal
- 1.46 24 V AC 16 channel power supply, B-Tron or equal
- 1.47 Chassis power supply, Bosch LTC4637-60 or equal

Other Items

- 1.48 Single camera fiber transmitter
- 1.49 4 channel network video encoder
- 1.50 POE extender, Altronix NetWayXT or equal
- 1.51 Ethernet and POE over coax adapter, Altronix eBridge1CRT or equal
- 1.52 Coax to Cat5 converter (Video, Power and Data Balun), Nitek or equal
- 1.53 2/4/8 TB hard drive with hot swappable carrier, Western Digital or equal

- 2. Items on Pricing Page B: The contractor must provide, at a minimum, the following equipment and services listed below.

Bus/Transport Camera

- 2.1 Indoor IP (1.3/3/5 MP, 720P or better), super dynamic range, vandal proof color camera
- 2.2 Outdoor IP (1.3/3/5 MP, 720P or better), super dynamic range, vandal proof color camera

3. The NVRs should meet or exceed the following specifications.
 - 3.1 All NVRs should be the same brand and must integrate with the University's current Exacq hardware for recording, file transfer, viewing, and management.
 - 3.2 Open architecture design and compatible with 3rd party IP cameras with all required licensing fees included in price.
 - 3.3 Provide full screen or selectable multi-screen displays.
 - 3.4 System must allow for the date/time, recorder name, and camera name to be stored with each image recorded. Image integrity should be maintained using time/date stamp and watermark authentication.
 - 3.5 Provide inputs with independently configurable frame rate settings.
 - 3.6 Capable of recording/playback at a rate of 30 FPS (frames per second) per camera.
 - 3.7 Minimum record time per camera of 30 days or greater. When the hard drive is full, the recorder must automatically begin re-writing over itself without intervention.
 - 3.8 Must be rack mountable.
 - 3.9 Operating system should be Unix or Linux based and program software must reside on a separate hard drive from the network video images within the recorder. Drives must be hot swappable.
 - 3.10 Intel i7 processor or greater and a minimum of 16GB of RAM.
 - 3.11 Capable of providing simultaneous recording and playback.
 - 3.12 Allow for customization of recording parameters based on time, day of the week, motion, and alarm input.
 - 3.13 Provide a function to bookmark a specific time and date of a video file for easy retrieval at a later date and prevent the specific section from being recorded over.
 - 3.14 Provide pan/tilt/zoom control.
 - 3.15 Provide an interface connection to allow video archiving to a disk array.
 - 3.16 Capable of recording single channel audio.
 - 3.17 Include video management software to allow simultaneous access via Ethernet to live and recorded video. The software should also provide system configuration and pan/tilt/zoom control supporting multiple recorders.
 - 3.18 Include a minimum of two (2) Ethernet connections.
 - 3.19 Remote administrator configuration capability.
 - 3.20 The system software must include password protection to prevent unauthorized usage.
 - 3.21 Contain a search process to locate specific video files.

4. All cameras must meet or exceed the following specifications.
 - 4.1 Must integrate with the University's current Exacq hardware for recording, file transfer, viewing, and management.
 - 4.2 Capable of high-level h.264 compression.
 - 4.3 Super dynamic range to allow viewing in difficult lighting scenarios, .05 lux or better.
 - 4.4 Adaptive black stretch.
 - 4.5 Use progressive scan.
 - 4.6 Include a 1/3" CCD or MOS sensor.
 - 4.7 Include auto back focus.

5. All equipment must be new. Used, reconditioned, and/or demo equipment will not be accepted by the University.

6. The University will order on an as needed basis and does not guarantee specific quantity for any item. A purchase order will be issued when technology equipment is needed.
 - 6.1 Orders shall only be placed with a written purchase order. Verbal notification shall not be accepted in lieu of a written purchase order.

7. All pricing submitted must be applicable for single purchases as well as packaged items.

8. The contractor must provide a minimum three-year warranty for all equipment. The warranty shall commence upon written acceptance of the system from the University's Purchasing Department or upon payment of such, whichever occurs first.
 - 8.1 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.
 - 8.2 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 three-year warranty beginning with the date of shipment of the replacement.
9. The contractor must provide software support to cover the same period as the equipment warranty, a minimum of three years. Such support must be available 24x7 at no additional charge.
 - 9.1 The contractor must be on-site, if requested by the University, to accomplish software upgrades.
10. If requested by the University, the contractor shall provide annual software support upon expiration of the aforementioned support period. Support must be accomplished no later than one day after the request is received.
11. The contractor must provide one complete instruction manual for each type of NVR unit. An electronic copy is preferred.
12. The University will accomplish the installation. However, the contractor must be on-site to provide assistance during the installation if requested by the University. In addition, the contractor must provide on-site repair of the NVR's hardware and software problems and free site evaluation to provide product recommendations for projects when necessary.
 - 12.1 The on-site visits must be accomplished no later than five business days after a request is received from the University.
 - 12.2 The on-site visits may require travel to such areas as the University's Regional Campuses located at Malden, Kennett, and Sikeston, in addition to any future centers the University may add.
13. The contractor must provide all training required for successful support and operation of the NVR system.
 - 13.1 The contractor must provide comprehensive training immediately following the on-site installation. Support must be accomplished no later than one business day after the request is received from the University.
14. Liquidated Damages:
 - 14.1 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.
 - 14.2 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.

- 14.3 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.
- 14.4 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 shall be for twelve consecutive months from the date of contract award, which is anticipated to be April 1, 2018.
 - 1.1 The University shall have the right, at its sole option, to extend the contract for additional six-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.
 - 1.1.1 The University would also consider twelve-month contract periods.
 - 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 three (3) years. The University reserves the right to extend the contract beyond three (3) years, if in the best interest of the University.
2. All prices shall be as indicated on Pricing Pages A and B of this document, or 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 of prior to the closing 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. Price increases shall not be allowed.
 - 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.
 - 2.4 All payments shall be made in arrears. The University will not make any advance deposits.
 - 2.3 In the event the scope of work is 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 any time 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. 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. The contractor shall be entitled to receive compensation for that work completed pursuant to the contract prior to the effective date of termination. In addition, the University shall be entitled to an applicable pro-rated refund of the payment.
13. Upon expiration, termination or cancellation of the contract, the contractor shall ensure continuity of those services required under the terms of the contract. The contractor shall provide and/or perform any or all of the following responsibilities:
 - 13.1 The contractor shall 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.
 - 13.2 The contractor shall continue providing warranty services in accordance with the terms and conditions, requirements and specifications of the contract for the entire warranty period of all items purchased.

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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 <http://www.semo.edu/purchasing/bids>. In addition to the original solicitation, all amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Bidders are encouraged to check such frequently. Additionally, the University will update the website immediately upon award. The bidder can complete and submit a Vendor Registration Application via the University's website.
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 copies of any pages completed by the bidder and any additional pages added by the bidder. Copies of the original Invitation for Bid package or any attachments thereto are not needed.
3. Any bidder with questions should contact Amy Hancock, Buyer. All bidders and/or anyone else acting on their behalf must direct all of 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. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
 - 3.1 It is preferred that all questions be emailed to abhancock@semo.edu. However, all questions must be submitted no later than seven (7) calendar days prior to the bid opening.
4. It shall be the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Purchasing Department if any language, specifications, or requirements 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.
5. Vendor No Tax Due Certificate: The bidders are advised that, in accordance with section 34.040.7 RSMo, Southeast Missouri State University is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. Additional information regarding Section 34.040.7 RSMo is available on the Department of Revenue's website <http://www.dor.mo.gov/business/sales>. The bidder must verify they are either registered to collect sales and/or use tax in Missouri or are not making retail sales of tangible personal property or providing taxable services in Missouri. The bidder can provide this verification by submitting an official "Vendor No Tax Due" certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the "Vendor No Tax Due" certificate if the bidder is properly registered to collect and have properly remitted sales and/or use tax, or if the bidder is not making retail sales in Missouri. The bidder may obtain a Vendor No Tax Due certificate by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>.

6. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. Vendors may access the current W-9 form at <http://www.semo.edu/accountspayable>. The completed W-9 form may be submitted with the bid response.

7. 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.

7.1	Cost	60%
7.2	Experience and Reliability of Bidder's Organization	10%
7.3	Technical Capabilities/Proposed Method of Performance/Contractor Support	30%

8. COST: Cost will be evaluated based upon the firm, fixed prices as indicated by the bidder on Pricing Pages A and B. All prices shall be stated FOB destination and include all costs, such as shipping.
 - 8.1 The bidder shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.

9. EXPERIENCE AND RELIABILITY OF BIDDER'S ORGANIZATION: The bidder should submit at least three (3) references. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the bidder should provide a brief description of services performed for each reference. The bidder may utilize Attachment 1 to provide this information.

10. TECHNICAL CAPABILITIES/PROPOSED METHOD OF PERFORMANCE/CONTRACTOR SUPPORT: As the proposed equipment will be considered as part of the evaluation, the bidder should fully describe such including, but not limited to, those requirements as described in the Technical Specifications/Scope of Work section. It is the bidder's responsibility to make sure the proposed equipment is adequately described. At a minimum, the bidder should submit a response that includes the following:
 - 10.1 Full description of the proposed equipment in addition to manufacturer's brochures for each piece of equipment.
 - 10.2 Full description of the equipment warranty. Specifically, the bidder should indicate how the proposed warranty meets and/or exceeds the requirements as listed by the University.
 - 10.3 Outline software support arrangements, including upgrade processes and applicable costs for such.
 - 10.4 Full description of the training which will be provided to University personnel. In addition, the bidder should describe the training process to be used with University staff.
 - 10.5 Outline any skills and/or knowledge required from within the University to maintain the system.
 - 10.6 Indicate whether a toll free telephone number will be provided for use by the University. In addition, the bidder should specify whether a specific individual will be assigned to the University as a single point of contact.
 - 10.7 Full description of 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 Technical Specifications/Scope of Work.

11. The University invites bids for other devices that would enhance the present system and provide future flexibility and convenience for the University. All products and prices submitted will be evaluated with the subjective criteria. Furthermore, all prices must remain in effect for the initial contract period.

12. The bidder may be required to provide a demonstration of its equipment at a site it deems appropriate and which is reasonably accessible to the University evaluation team. The demonstration should be constructed to both clarify and verify the bidder's response. Travel expenses incurred by the evaluation team will be the responsibility of the University.
13. Domestic Products Procurement Act (Attachment 2): The bidders are advised that, in accordance with RSMo 34.350-34.359, the attached certification form for the State of Missouri Domestic Products Procurement Act (Buy American) must be completed, signed and returned in order to be considered for preference.
14. Business Information: As a state entity, the University is required to report minority-business and women-business enterprise information to the Office of Administration, Division of Purchasing. Therefore, the bidder is requested to complete and return Attachment 3 with the bid. Completion of Attachment 3 does not affect contract award.
15. Missouri Service – Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit Attachment 4, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed Attachment 4 and the documentation specified on Attachment 4 in accordance with the instructions provided therein, no preference points will be applied.
16. The attached Terms and Conditions, Invitation for Bid (revised 05/25/2017), 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 bid.

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PRICING PAGE A

The bidder must state a firm, fixed price for each item listed below. All prices shall be stated FOB destination and include all costs, such as delivery, warranty, installation, software support and upgrades, etc. The University will only accept items shipped FOB destination. In addition, the bidder must indicate the manufacturer and model for each proposed piece of equipment.

PLEASE NOTE: The University anticipates making one award for all items on Pricing Page A; therefore, a "no bid" of any item for Pricing Page A may result in the rejection of the bidder's proposal.

1.1 64 Camera NVR
\$ _____ firm, fixed price per each

Manufacturer/model

1.2 32 Camera NVR
\$ _____ firm, fixed price per each

Manufacturer/model

1.3 16 Camera NVR
\$ _____ firm, fixed price per each

Manufacturer/model

1.4 8 Camera NVR
\$ _____ firm, fixed price per each

Manufacturer/model

1.5 Hybrid NVR (16 channel analog and 16 IP Camera)
\$ _____ firm, fixed price per each

Manufacturer/model

1.6 Video Management Software
\$ _____ firm, fixed price per each

Manufacturer/model

- 1.7 Hybrid Indoor Fixed Camera (VGA / 1.3 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.8 IP Indoor Fixed Camera (1.3/3/5 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.9 Hybrid Indoor Mini Dome Camera (2.8-12mm, 3-8mm, and 5-50mm for VGA/1.3 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.10 IP Indoor Mini Dome Camera (2.8-12mm, 3-8mm, and 5-50mm for 1.3/3/5 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.11 IP PTZ Indoor Camera (1.3/3/5 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.12 High Resolution Indoor 180 Degree IP Camera
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.13 High Resolution Outdoor 180 Degree IP Camera
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.14 High Resolution Indoor 360 Degree IP Camera
\$ _____ firm, fixed price per each

Manufacturer/model

- 1.15 High Resolution Outdoor 360 Degree IP Camera
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.16 High Resolution Indoor IR Camera
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.17 High Resolution Indoor IR Mini Dome Camera
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.18 Hybrid Outdoor Fixed Camera with Housing (VGA/1.3 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.19 IP Outdoor Fixed Camera with Housing (1.3/3/5 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.20 Hybrid Outdoor Vandal Mini Dome Camera (VGA/1.3 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.21 IP Outdoor Vandal Mini Dome Camera (1.3/3/5 MP options)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.22 IP PTZ Outdoor Camera
\$ _____ firm, fixed price per each

Manufacturer/model

1.23 High Resolution, Long Range Outdoor Vandal Proof IR Camera

\$ _____ firm, fixed price per each

Manufacturer/model

1.24 High Resolution Outdoor Vandal Proof IR Mini Dome Camera

\$ _____ firm, fixed price per each

Manufacturer/model

1.25 Elevator Corner Mount Camera

\$ _____ firm, fixed price per each

Manufacturer/model

1.26 PZM11 Microphone

\$ _____ firm, fixed price per each

Manufacturer/model

1.27 PZM11-LL Microphone

\$ _____ firm, fixed price per each

Manufacturer/model

1.28 Outdoor Housing with Heater/Blower

\$ _____ firm, fixed price per each

Manufacturer/model

1.29 Pole Mount

\$ _____ firm, fixed price per each

Manufacturer/model

1.30 12" Wall Mount

\$ _____ firm, fixed price per each

Manufacturer/model

- 1.31 6" Wall Mount
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.32 Ceiling Mount
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.33 T-rail Mount
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.34 Mini Dome Wall Mount
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.35 IP Long Range, Vari-Focal Camera Lenses (3-8mm and 5-50mm auto iris)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.36 IP Camera Wide Angle Lenses (2.8-12mm auto iris)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.37 Single Fiber Receiver (rack mountable)
\$ _____ firm, fixed price per each

Manufacturer/model
- 1.38 4 Port Multiplexer Transmitter and Receiver
\$ _____ firm, fixed price per each

Manufacturer/model

1.39 4 Port Fiber Receiver (rack mountable)
\$ _____ firm, fixed price per each

Manufacturer/model

1.40 8 Port Multiplexer Transmitter and Receiver
\$ _____ firm, fixed price per each

Manufacturer/model

1.41 12 V DC 4 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.42 12 V DC 8 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.43 12 V DC 16 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.44 24 V AC 4 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.45 24 V AC 8 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.46 24 V AC 16 Channel Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.47 Chassis Power Supply
\$ _____ firm, fixed price per each

Manufacturer/model

1.48 Single Camera Fiber Transmitter
\$ _____ firm, fixed price per each

Manufacturer/model

1.49 4 Channel Network Video Encoder
\$ _____ firm, fixed price per each

Manufacturer/model

1.50 POE Extender
\$ _____ firm, fixed price per each

Manufacturer/model

1.51 Ethernet and POE Over Coax Adapter
\$ _____ firm, fixed price per each

Manufacturer/model

1.52 Coax to Cat5 Converter (Video, Power, and Data Balun)
\$ _____ firm, fixed price per each

Manufacturer/model

1.53 2TB Hard Drive with Hot Swappable Carrier for NVRs and Hybrids
\$ _____ firm, fixed price per each

Manufacturer/model

By signature below, the bidder affirms that all prices on Pricing Page A are quoted pursuant to the terms and conditions of Invitation for Bid 5890. 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
CAMERA/NVR EQUIPMENT
INVITATION FOR BID 5890

PRICING PAGE B

The bidder must state a firm, fixed price for each item listed below. All prices shall be stated FOB destination and include all costs, such as delivery, warranty, installation, software support and upgrades, etc. The University will only accept items shipped FOB destination. In addition, the bidder must indicate the manufacturer and model for each proposed piece of equipment.

PLEASE NOTE: The completion of Pricing Page B is not mandatory but is strongly encouraged, as the University prefers to award all items within this Invitation for Bid to one vendor.

2.1 Bus/Transport IP Indoor Vandal Proof Color Camera (1.3/3/5 MP, 720P options)

\$ _____ firm, fixed price per each

Manufacturer/model

2.2 Bus/Transport IP Outdoor Vandal Proof Color Camera (1.3/3/5 MP, 720P options)

\$ _____ firm, fixed price per each

Manufacturer/model

By signature below, the bidder affirms that all prices on Pricing Page B are quoted pursuant to the terms and conditions of Invitation for Bid 5890. 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.

Federal Transit Administration (FTA) Clauses

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

(1) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(4) FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES
49 CFR Part 18

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between

Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION **49 U.S.C. Part 18 FTA Circular 4220.1E**

(1) **Termination for Convenience (General Provision)** The University may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to University to be paid the Contractor. If the Contractor has any property in its possession belonging to the University, the Contractor will account for the same, and dispose of it in the manner the University directs.

(2) **Opportunity to Cure (General Provision)** The University in its sole discretion may, in the case of a termination for breach or default, allow the Contractor time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to University's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the University setting forth the nature of said breach or default, the University shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the University from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(3) **Waiver of Remedies for any Breach** In the event that the University elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the University shall not limit the University's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(4) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the University may terminate this contract for default. The University shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment**

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes,

executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

(1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 2.5%. A separate contract goal has not been established for this procurement.

(2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the University deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the University. In addition is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

(4) The contractor must promptly notify the University whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the University.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting Pricing Page B, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the University. If it is later determined that the bidder or proposer knowingly rendered an erroneous

certification, in addition to remedies available to the University, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**PRIVACY ACT
5 U.S.C. 552**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1E**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Company Name

Signature/Date

**ATTACHMENT 1
BIDDER'S EXPERIENCE**

The bidder should provide three (3) references.

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
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE**

In accordance with sections 34.350-34.359, RSMo, the bidder is instructed to provide information regarding the point of manufacture for each of the products being bid so that the product's eligibility for the Domestic Products Procurement Act (Buy American) Preference can be determined. This information is requested for the finished product only, not for components of the finished product. The bidder may be required to provide supporting documentation indicating proof of compliance.

Qualifying for the Domestic Products Preference:

A product qualifies for the preference if one of the following circumstances exist:

- if manufactured or produced in the U.S.; or
- if the product is imported into the U.S. but is covered by an existing international trade treaty that affords the specific product the same status as a product manufactured or produced in the U.S.; or
- if only one line of products is manufactured or produced in the U.S.

Non-Domestic Product:

If the product is not manufactured or produced in the U.S. and does not otherwise qualify as domestic, then it will be considered non-domestic and not eligible for the preference.

THE BIDDER MUST COMPLETE THE FOLLOWING APPLICABLE TABLES TO CERTIFY WHETHER:

(Table 1) ALL products bid are manufactured or produced in the U.S. and qualify for the Domestic Products Procurement Act Preference; OR

(Table 2) ALL products bid are manufactured or produced outside the U.S. and do not otherwise qualify for the Domestic Products Procurement Act Preference; OR

(Tables 3-6) Not all products bid fall into the prior two categories so an item-by-item certification is necessary.

The bidder is responsible for certifying the information provided on the exhibit is accurate by signing where indicated at the end of the exhibit.

TABLE 1 – ALL PRODUCTS MANUFACTURED OR PRODUCED IN U.S. (eligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED IN THE U.S.:

TABLE 2 – ALL PRODUCTS MANUFACTURED OR PRODUCED OUTSIDE U.S. AND DON'T QUALIFY FOR PREFERENCE (ineligible for preference)

Check the box to the right if ALL products bid are MANUFACTURED OR PRODUCED OUTSIDE THE U.S. and DO NOT OTHERWISE QUALIFY for the Domestic Products Procurement Act Preference:

TABLES 3 THROUGH 6 – ITEM BY ITEM CERTIFICATION (NOT ALL PRODUCTS BID FALL INTO PRIOR TWO TABLES)

- For those line items for which a U.S.-manufactured or produced product is bid, complete **Table 3**.
- For those line items which are manufactured or produced outside the U.S. that do not qualify for the Domestic Products Procurement Act Preference, complete **Table 4**.
- For those line items which are not manufactured or produced in the U.S., but for which there is a U.S. trade treaty, law, agreement, or regulation in compliance with section 34.359, RSMo, complete **Table 5**.
- For those line items which are not manufactured or produced in the U.S., but for which there is only one U.S. Manufacturer of that product or line of products, complete **Table 6**.

TABLE 3 – U.S.-MANUFACTURED OR PRODUCED PRODUCTS (Eligible for Preference)

- List item numbers of products bid that are U.S.-manufactured or produced and therefore qualify for the Domestic Products Procurement Act Preference.
- List U.S. city and state where products bid are manufactured or produced.

Item #	U.S. City/State Where Manufactured/Produced	Item #	U.S. City/State Where Manufactured/Produced

TABLE 4 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS (Not Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced and do not otherwise qualify for the Domestic Products Procurement Act Preference.
- List country where product bid is manufactured or produced.

Item #	Country Where Manufactured/Produced	Item #	Country Where Manufactured/Produced

(Exhibit continues on next page)

EXHIBIT __, continued: DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN) PREFERENCE

TABLE 5 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT U.S. TRADE TREATY, LAW, AGREEMENT, OR REGULATION APPLIES (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because a U.S. Trade Treaty, Law, Agreement, or Regulation applies.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify name of applicable U.S. Trade Treaty, Law, Agreement, or Regulation that allows product to be brought into the U.S. duty/tariff-free.
- Identify website URL for the U.S. Trade Treaty, Law, Agreement, or Regulation.
- NOTE: As an imported product, if an import tariff is applied to the item, it does not qualify for the preference. In addition, "Most Favored Nation" status does not allow application of the preference unless the product enters the U.S. duty/tariff-free.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Name of Applicable U.S. Trade Treaty, Law, Agreement, or Regulation	Official Website URL for the U.S. Treaty, Law, Agreement, or Regulation

TABLE 6 -- FOREIGN-MANUFACTURED OR PRODUCED PRODUCTS BUT ONLY ONE US MANUFACTURER PRODUCES PRODUCT OR LINE OF PARTICULAR GOOD (Eligible for Preference)

- List item numbers of products bid that are foreign manufactured or produced but qualify for the Domestic Products Procurement Act Preference because only one US Manufacturer produces the product or line of a particular good.
- Identify country where proposed foreign-made product is manufactured or produced.
- Identify sole US manufacturer name.
- Identify name of sole US manufactured product/line of particular good.

Item #	Country Where Proposed Foreign-Made Product is Manufactured/Produced	Sole US Manufacturer Name	Name of Sole US Manufactured Product or Line of Particular Good

The bidder is responsible for certifying the information provided on this exhibit is accurate by signing below:

I hereby certify that the information provided herein is true and correct, and complies with all provisions of sections 34.350 to 34.359, RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting bid electronically, scanned or typed signature is acceptable)

COMPANY NAME

ATTACHMENT 3 MINORITY VENDOR INFORMATION

In order to identify information requested by the Office of Administration, Division of Purchasing, please complete the following by placing a check mark in the appropriate box next to the classification which best represents your business. Completion of the following information does not affect purchase order/contract award.

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 |

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:

- a. Black American
- b. Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- c. Native Indian, Eskimo, or Native Hawaiian
- d. 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 follows: Small, Minority, Non-Missouri.

ATTACHMENT 4
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, Southeast Missouri State University has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. 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
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business 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, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a 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) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this attachment

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Attachment.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 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

Missouri Address of Service-Disabled Veteran Business

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

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an IFB or to a contract.
- b. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the bidder should complete and submit with the sealed bid prior to the specified opening date and time.
- c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed bids in the Purchasing Department.
- d. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- e. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- f. **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.
- g. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- h. **Invitation for Bid (IFB)** means the solicitation document issued by the Purchasing Department to potential bidders 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.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive and not evaluated nor considered for contract award.
- k. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- 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. Chapter 34 of the statutes is the primary chapter governing the operations of the University's Purchasing Department.
- 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 contractor must file and pay, in a timely fashion, all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- f. 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.
- g. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. Through July 31, 2017, the University is a tobacco-free campus except in designated areas. Therefore, smoking (both indoors and outdoors) is prohibited on University property and in University vehicles except in designated areas. The use of smokeless tobacco is prohibited inside all University buildings. Beginning August 1, 2017, 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.
- h. 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/INVITATION FOR BID DOCUMENT

- a. 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 an 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. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Purchasing Department. Such communication must be received no later than seven (7) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than seven (7) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the IFB 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 IFB and any Amendments are available for viewing and printing from the University's website. Registered bidders may be electronically notified of the bid opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an IFB after issuance. E-mail notification of the amendment or cancellation will not be issued.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, 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 bidder 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 bid. In addition, the bidder 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid 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 IFB.
- e. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB 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 FOB destination unless otherwise specified in the IFB.
- g. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- h. Any foreign bidder 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 bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. All bids must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (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 IFB.
- b. Mailed bids should be clearly marked on the outermost envelope with (1) the official IFB number, and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid 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 bid may also be modified in person by the bidder 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 bid shall not be honored.
- d. A bid 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 bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a bid shall not be honored.
- e. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted unless otherwise indicated on the IFB cover sheet. However, faxed and e-mailed no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids 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 bid. 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. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority- and women-owned businesses in selecting subcontractors.
- d. In the evaluation of bids, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. 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 bidder and request clarification of the intended bid. 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 a bidder shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The bidder 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 IFB, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB, (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB, and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in the IFB, the University reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The University reserves the right to reject any and all bids. When all bids 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 bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the Purchasing Department to the successful bidder. 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.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Purchasing Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for bidders to view for a reasonable period of time.
- n. Any bid 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 (9). A protest submitted after the ten (10) business day period shall not be considered.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Attachments included in the IFB 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.

10. 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 IFB.
- 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.

11. 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.

12. 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.

13. 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 IFB, (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.

14. 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 bid 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.

15. 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.

16. 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.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/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 bidder/contractor.

18. 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.

19. 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.

20. 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.

21. 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).

22. FILING AND PAYMENT OF TAXES

The University shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in Chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with Chapter 144, RSMo may eliminate their bid from consideration for award.

23. 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.

24. 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 05/25/2017