



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5914

DELIVERY INSTRUCTIONS

TITLE: PRIVATE BRANCH EXCHANGE (PBX)
MAINTENANCE SERVICES

DATE: AUGUST 10, 2018

BUYER: LYNDA SEABAUGH, ASST CONTROLLER

EMAIL: lseabaugh@semo.edu

PHONE: (573) 651-2076

For USPS/FedEx/UPS, etc.
Proposals must be mailed to:
Purchasing Department
Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701

OR delivered by offeror to:
Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: AUGUST 31, 2018

TIME: 3:30 P.M.

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

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal.

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
PBX (PRIVATE BRANCH EXCHANGE) MAINTENANCE SERVICES
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INTRODUCTION

1. This document constitutes a request for proposals from prospective offerors for the provision maintenance of a Private Branch Exchange (PBX) to include the switch, software, and maintenance of a Voice Mail System for Southeast Missouri State University, hereinafter referred to as “university”, in accordance with the requirements and provisions stated herein.
2. The University is a statewide public comprehensive university located in Cape Girardeau, Missouri, offering bachelor and master degrees in a variety of fields. The University's community consists of undergraduate enrollment of 10,000 and graduate enrollment of 1,000 with approximately 1,200 full and part-time faculty and staff. Additional demographic data can be found at www.semo.edu/ir.
3. For the convenience of the offeror, the RFP document is organized as follows:

Request for Proposal Cover Sheet..... Page 1
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Attachment 1 -Proposed System, Service and Support
Attachment 2 – Offeror’s Experience
Attachment 3 – Business Information
Attachment 4 – Missouri Service – Disabled Veteran Business Preference
Attachment 5 – Affidavit of Work
Terms and Conditions
4. Potential offerors may tour the university campus if they intend to submit an offer. A scheduled tour is available (see paragraph 1.4.4 below).
 - 4.1 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, facilities, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the Contractual Requirements. The offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including, but not limited to, (1) the offeror’s failure to attend the scheduled tour of the locations and/or (2) the offeror’s failure to observe existing conditions, etc.
 - 4.2 A tour is scheduled for 08/21/2018 starting at 1:30 P.M. at General Services Building #1 on the Southeast Missouri State campus in Cape Girardeau, Missouri. Mr. Brian Schnurbusch will be the tour-guide. Any questions regarding the tour should be referred

to the Buyer of Record (see the first page of this RFP for contact information). See also paragraph 5 below regarding questions on the RFP.

- 4.3 Offerors are strongly encouraged to contact the Buyer of Record, at least five (5) days prior to the scheduled tour of the location, of any special accommodations needed for disabled personnel who will be attending the tour, so that these accommodations can be made.
5. Any offeror with questions must contact Lynda Seabaugh, Assistant Controller, via email at lseabaugh@semo.edu or phone at (573) 651-2076. Every attempt shall be made to ensure that the offeror receives a prompt response. However, the offeror is strongly encouraged to submit all questions no later than seven (7) calendar days prior to the RFP closing date.
6. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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BACKGROUND INFORMATION

1. The university is presently served by an Avaya G3R PBX with version 9 software. There are four switch-rooms on campus. One switch-room, located in Johnson Hall, houses the main switch processor and two modules. The second switch-room is located in Serena Hall and houses four modules. The third switch-room is located at our River Campus and has one module. The fourth switch-room is located at our Center for Media Excellence building. The four switch-rooms are connected via fiber optic cable. There are approximately 2,400 ports on the switch.
2. The university also utilizes BCMS-View call center software and DSA software to perform day-to-day adds, changes, and moves.
3. The G3R PBX is DC electrically powered. Batteries for emergency power are located in each switch-room. There are also several electrical rectifiers that maintain the DC power and the batteries. The batteries and all of the power components are not to be covered under this maintenance contract.
4. The voice mail system is an Avaya Intuity Audix, MAP 40 with version 5.1 software. The voice mail equipment is located in Johnson Hall. There are approximately 2,600 users on the voice mail system.
5. Normal work hours for the university are from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, excluding university holidays and Saturdays and Sundays.

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TECHNICAL SPECIFICATIONS/SCOPE OF WORK

The contractor must provide PBX Maintenance Services for Southeast Missouri State University in accordance with all terms and conditions stated herein.

1. On-Site and Remote Monitoring Maintenance Requirements:

- 1.1 The contractor shall provide professional maintenance, in accordance with the provisions and requirements stated herein, for a G3R DC electrically powered PBX telephone switch and for an Avaya Intuity Audix MAP 40, with version 5.1 software voice mail system. The contractor's maintenance shall cover all the equipment listed in Exhibit A.
- 1.2 The contractor shall provide preventative and remote monitoring maintenance, including all parts and labor on a 24X7X365 basis and on-site physical maintenance Monday through Friday between 8:00 a.m. to 5:00 p.m. CST, excluding university holidays and Saturdays and Sundays.

2. Response Time Requirements:

- 3.1 The contractor shall respond to emergency requirements within three (3) hours of the university's service request, and shall be on-site within that required time frame. For purposes of the contract, an emergency shall be defined as when 5% or more of the university's stations are inoperable or C.O. lines are out of service. The contractor shall provide a "call-back" response within one (1) hour after the service request is placed. It is highly desirable that the contractor provide a call-back response within 30 (thirty) minutes after the call is placed.
- 3.2 The contractor shall respond to non-emergency requirements within twenty-four (24) hours after the university's service request, excluding weekends and holidays, in which case, the contractor shall respond not later than the following workday after the weekend or holiday. A non-emergency shall be defined as minor repairs and general maintenance, less than 5% of the university's stations are inoperable.
- 3.3 The contractor shall perform all preventive maintenance (PM) on the dates as approved by the university DOT.

3. Service Technician Requirements:

- 4.1 In the event the contractor cannot resolve maintenance problems by remote, the contractor shall dispatch a qualified service technician to the university. The contractor shall notify the University Director of Telecommunications (DOT) of the time of dispatch and estimated time of arrival. The service technician shall arrive at the

university not later than four (4) hours after the contractor's determination that the problem cannot be resolved by remote maintenance.

- 4.2 The contractor shall provide the service technician with the remote diagnosis of the problem and the service technician shall arrive at the university with the appropriate equipment, circuit packs and all other required maintenance supplies to resolve the problem.
- 4.3 The contractor shall contact the manufacturer (Avaya) for assistance on all problems that cannot be resolved through the remote maintenance process or by a service technician dispatch.
- 4.4 The university DOT reserves the right to stop all work in progress, at no cost to the University, that does not conform to industry standards or manufacturer recommendations. In the event the university DOT stops work for reasons as stated, the University will notify the contractor in writing of the stop work and the discrepancies. The contractor shall respond to the university DOT in writing within 48-hours of receipt of the stop work notice and provide a plan of action to correct the problem.

4. Equipment/Part Replacement Requirements:

- 5.1 As equipment and parts listed in Exhibit A become defective, the contractor shall replace and install replacement equipment and parts at contractor's expense. The contractor shall deliver the replaced equipment and/or parts to the university not later than the next business day after the equipment and or part became defective. The contractor shall provide remote maintenance 24x7. The contractor must be able to provide and install all necessary equipment. Note, analog and digital circuit packs are not covered under this maintenance agreement.

5. Disaster Recovery Requirements:

- 6.1 In the event that the university telephone/voice mail system becomes damaged and/or inoperable due to an earthquake, fire, flood, tornado or other catastrophic event, the contractor shall deliver and install at the university's expense, a fully-operational replacement system(s), to include auxiliary components. The contractor should complete the replacement with forty-eight (48) hours.

6. Technical Assistance That Does Not Involve Repair or Maintenance, To Be Invoiced On Time and Material Basis:

- 7.1 Upon request by the university DOT, the contractor shall provide technical advice and assistance to the university DOT in resolving operational and technical issues on matters pertaining to projects that are to be accomplished by university telecommunication personnel. The contractor shall be available for such assistance on 8:00 a.m. to 5:00 p.m. basis, Monday through Friday, excluding university holidays and weekends.
- 7.2 Any technical assistance provided as part of the contractor's repair and maintenance service shall not be invoiced nor paid separately by the university.

7. Invoicing Requirements:

- 8.1 The contractor shall submit monthly invoices to: Southeast Missouri State University, Accounts Payable/MS 3250, One University Plaza, Cape Girardeau, MO 63701.

8. Reporting Requirements:

- 9.1 Within forty-five (45) days after award of the contract/renewal, the contractor shall provide the university DOT for approval, a yearly preventative maintenance (PM) schedule. As a minimum, the schedule shall include the description of equipment scheduled for PM, the date PM is to be performed and the manufacturer's recommended/required PM periods.
- 9.2 Within five (5) workdays after the end of each month, the contractor should provide the university Director of Telecommunications (DOT) with a written report that itemizes all work performed that required the contractor to diagnose and resolve in the preceding month. The report shall include a brief description of the diagnoses, the date and time of the diagnoses and the date and time the problem was resolved.
- 9.3 Within five (5) workdays after the end of each quarter, the contractor should provide the university DOT with a written Preventive Maintenance (PM) report that identifies all PMs that have been performed during the previous quarter (i.e. quarter: January through March).

9. Other: Single Point of Contact:

- 10.1 The contractor must function as the single point of contact for the University, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided. The contractor shall provide the university DOT with the names', telephone number, cell phone/pager numbers of contractor's technical point of contact. The contractor's technical point of contact shall be available to the university on a 7 day per week, 24 hours per day basis. The contractor's single point of contact shall respond to the university calls within one (1) hour after the university call is placed.

- 10. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

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GENERAL CONTRACTUAL REQUIREMENTS

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

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. The University shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - 1.1 If the extension options are exercised, the contractor shall agree that the price(s) stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase for the applicable option.
 - 1.2 The percentage of increase for the first two extension options shall be computed against and added to the price(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if applicable spaces are not completed by the contractor, the price(s) during the first two extension periods shall be the same as during the original contract period.
 - 1.3 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase. The University reserves the right to request an extension of the contract at a price less than that price derived from the contractor's maximum percentage of increase.
 - 1.4 In the event of an extended re-procurement effort and the contract’s available renewal options have been exhausted, the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.
2. All prices and percentages shall be as indicated on the Pricing Page 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 Request for Proposal.
 - 2.1 Payment for all goods and services required herein shall be made after the successful completion of all requirements as set forth in the contract and/or subsequent purchase order. The contractor shall submit an original invoice. 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.

- 2.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
3. 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.
 4. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least sixty (60) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor shall, at the option of the University, become property of the University. In addition, the University shall be entitled to an applicable pro-rated refund of the payment.
 5. 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.
 6. 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 contractor 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.
 7. 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.
 8. Inasmuch as under the contract the contractor will acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work

contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work. The contractor further agrees that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

9. Authorized Personnel: 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.
 - 9.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
 - 9.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 9.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - (a) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (b) Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (c) Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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OFFEROR'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. In addition to the original solicitation, amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. **SUBMISSION OF PROPOSALS:** Proposals must be priced, signed and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
 - 2.1 In addition to the original proposal, the offeror should include two complete copies of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
 - 2.2 Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
 - 2.3 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
3. Any offeror with questions should contact Lynda Seabaugh, Assistant Controller. All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
 - 3.1 It is preferred that all questions be e-mailed to lseabaugh@semo.edu. However, all questions must be submitted no later than seven (7) calendar days prior to the closing date.

4. **EVALUATION PROCESS:** The award of a contract as a result of this Request for Proposal shall be based on the best proposal(s) received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the criteria listed below may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.
 - 4.1 Cost: 50%
 - 4.2 Experience/Reliability of Offeror's Organization: 25%
 - 4.3 Proposed Equipment, Service and Support: 25%
5. **COST:** Cost shall be calculated based upon the firm, fixed prices provided by the offeror. At a minimum, the offeror must provide fees/percentages which include all of the following:
 - 5.1 Equipment, installation, and set-up cost.
 - 5.2 Monthly pricing for the service, number of included long distance minutes, and cost per minute for long distance calls over the included amount.
 - 5.3 Pricing for tiers/levels of minutes (e.g. price per different ranges of allowed minutes).
 - 5.4 All monthly recurring costs and one-time costs.
 - 5.5 The offeror is encouraged to submit a list of related services with applicable prices. All prices submitted will be evaluated with the subjective criteria and will be subjected to the percentage of increase stated on the pricing page.
6. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION:** Experience and reliability of the offeror's organization will be considered as part of the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.
 - 6.1 The offeror should submit at least three (3) references of organizations for which the offeror is currently providing the same or similar services. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the offeror should provide a brief description of the services performed. The offeror may use Attachment 2 to submit references.
 - 6.2 The offeror is advised to submit any information which documents successful and reliable experience in past performances similar in nature to the requirements specified in this document.
7. **PROPOSED EQUIPMENT, SERVICE AND SUPPORT:** As the proposed equipment, service and support will be considered as part of the evaluation, the offeror should present a written narrative which clearly and concisely states the method by which the offeror proposes to satisfy the requirements of the Technical Specifications/Scope of Work section. To facilitate evaluation of the proposals, it is highly desirable that such narrative be organized to respond to each paragraph of the RFP, utilizing the same numbering arrangement for each item in the aforementioned section. In addition, the offeror is encouraged to submit a comprehensive response to each question on Attachment 1.
8. Shortly after the due date, all eligible offers received will be evaluated. Southeast reserves the right to award a contract to the offer that, in the sole opinion of Southeast, best serves the interests of the University. If deemed appropriate by the University, negotiations may be

undertaken with any or all organizations that submit an offer. However, the University reserves the right to reject all proposals and not award a contract. In addition, the University reserves the right to contact the offeror to clarify or verify the proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a technical question and answer conference or interview may be conducted.

9. 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 offeror is requested to complete and return Attachment 3 with the proposal. Completion of Attachment 3 does not affect contract award.
10. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
11. Missouri Service-Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Attachment 4, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response 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.
12. Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 5, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 5 must be submitted prior to an award of a contract.
13. The attached Terms and Conditions, Request for Proposal (revised 05/25/2017), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the offeror's proposal.
14. By signature on the Cover Sheet, the offeror 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 University may also withhold up to twenty-five percent of the total amount due to the contractor.

- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

14.1 In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

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PRICING PAGE**

The offeror must complete, sign, and return this Pricing Page with his/her proposal, in accordance with all terms and conditions contained herein.

Monthly Cost: The offeror shall provide a firm, fixed monthly price, for providing maintenance support necessary to meet the requirements of the RFP. Maintenance shall include remote as well as on-site service and shall include all equipment listed in Exhibit A of the RFP.

1. C/S Code 93999 - *MTC/REPAIR SERVICES FOR OFFICE, COMMUNICATION EQUIPMENT*
\$_____ MONTHLY AMOUNT

Time and Materials Pricing:

2. C/S Code 93999 - *MTC/REPAIR SERVICES FOR OFFICE, COMMUNICATION EQUIPMENT*
\$_____ per hour, normal business hours, Monday through Friday, 8:00AM to 5:00 PM

3. C/S Code 93999 - *MTC/REPAIR SERVICES FOR OFFICE, COMMUNICATION EQUIPMENT*
\$_____ per hour, after normal business hours, Monday through Friday

4. C/S Code 93999 - *MTC/REPAIR SERVICES FOR OFFICE, COMMUNICATION EQUIPMENT*
\$_____ per hour, weekends and holidays

5. C/S Code 93999 - *MTC/REPAIR SERVICES FOR OFFICE, COMMUNICATION EQUIPMENT*
Discount off current list parts and materials pricing: _____%

Other Costs: The offeror must state below under Required Other Costs any costs, in addition to those quoted on the Pricing Pages contained herein, for any additional materials, services, supplies, and/or other one-time costs that are necessary to satisfy the requirements of the Request for Proposal and shall, therefore, be furnished by the offeror if awarded a contract, at no more than the cost indicated. The offeror may list any related optional other costs where indicated below.

ITEM NO.	DESCRIPTION	COST	UNIT OF MEASURE	COMMENTS
REQUIRED OTHER COSTS:				

OPTIONAL OTHER COSTS:				

Renewal Options:

Percentage of increase: In the event the University exercises its option to renew the contract, the offeror must state below the maximum percentage of increase for each renewal option. Statements such as "consumer price index" or "cost of living increase" are not acceptable. Before completing this section, the offeror is strongly encouraged to review page 8, section 1.2. Failure to complete this section and/or provide the same information elsewhere in the response may result in the rejection of the offeror's proposal.

Please note: The percentage of increase indicated below is computed against and added to the original price(s). Therefore, if the offeror anticipates a yearly increase of 1%, you must indicate 1% for year one, 2% for year two, etc.

- _____ % Maximum percentage of increase
First twelve-month renewal period
- _____ % Maximum percentage of increase
Second twelve-month renewal period
- _____ % Maximum percentage of increase
Third twelve-month renewal period
- _____ % Maximum percentage of increase
Fourth twelve-month renewal period

Service Start-Up:

It is desired that service begin within thirty (30) calendar days after the receipt of a properly executed order. The contractor must begin full provision of PBX Maintenance service within 90-calendar days of the contract award. The offeror should state below the number of calendar days from award notification to full ISDN-PRI service delivery to the campus: _____ calendar days ARO.

By signature below, the offeror hereby affirms that the above prices and percentages are stated in accordance with all terms and conditions of Request for Proposal 5914. In addition, the offeror 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 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 University may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

Company Name

Authorized Signature/Date

Printed Name

EXHIBIT A
SOUTHEAST MISSOURI STATE UNIVERSITY
TELEPHONE/VOICE SYSTEM MAINTENANCE
EQUIPMENT LIST

<u>Port</u>	<u>Board Type</u>	<u>Code</u>	<u>Suffix</u>	<u>Vintage</u>
01A	SYS ACCESS-MAINT	TN1648	B	3
01A	DUPLICATION INTRFC	UN330	B	4
01A	PROCESSOR	UN331	C	9
01A	MEMORY 1	TN1650	B	6
01A	MEMORY 2	TN1650	B	6
01A	MEMORY 3	TN1650	B	6
01A	MEMORY 4	TN1650	B	6
01A	PACKET INTERFACE 1	TN1655		12
01A	TONE/CLOCK	TN2182	B	4
01A	MSS/NETWORK CONT	UN332	C	8
01A	DISK DRIVE	TN1657		11
01A	R-MEDIA DRIVE	TN2211		5
01B	SYS ACCESS-MAINT	TN1648	B	3
01B	DUPLICATION INTRFC	UN330	B	4
01B	PROCESSOR	UN331	C	9
01B	MEMORY 1	TN1650	B	6
01B	MEMORY 2	TN1650	B	6
01B	MEMORY 3	TN1650	B	6
01B	MEMORY 4	TN1650	B	6
01B	PACKET INTERFACE 1	TN1655		12
01B	TONE/CLOCK	TN2182	B	4
01B	MSS/NETWORK CONT	UN332	C	8
01B	DISK DRIVE	TN1657		11
01B	R-MEDIA DRIVE	TN2211		5
01C00	ANNOUNCEMENT	TN750	C	13
01C01	PGATE BOARD	TN577		17
01C02	EXPANSION INTRFC	TN570	C	2
01C03	MAINTENANCE/TEST	TN771	D	7
01C04	DATA LINE	TN726	B	3
01C05	PDATA LINE	TN553		3
01C09	ANNOUNCEMENT	TN750	C	13
01C10	CONTROL-LAN	TN799	C	6
01C11	DS1 INTERFACE	TN464	F	18
01C13	DIGITAL LINE	TN2224		5
01C15	DS1 INTERFACE	TN464	F	16
01D02	EXPANSION INTRFC	TN570	C	2
01E02	SWITCH NODE INTF	TN573	B	6
01E03	SWITCH NODE INTF	TN573	B	6
01E04	SWITCH NODE INTF	TN573	B	4

01E05	SWITCH NODE INTF	TN573	B	3
01E06	SWITCH NODE INTF	TN573	B	7
01E10	SWITCH NODE CLOCK	TN572		17
01E12	SWITCH NODE CLOCK	TN572		17
01E16	SWITCH NODE INTF	TN573	B	4
01E17	SWITCH NODE INTF	TN573	B	6
01E18	SWITCH NODE INTF	TN573	B	6
01E19	SWITCH NODE INTF	TN573	B	6
01E20	SWITCH NODE INTF	TN573	B	6
01E21	DS1 CONVERTER			no board
02A	MAINTENANCE	TN775	C	1
02A	TONE/CLOCK	TN2182	B	1
02A01	EXPANSION INTRFC	TN570	C	2
02A10	DATA LINE	TN726	B	3
02A18	AUXILIARY TRUNK	TN763	D	5
02A19	DS1 INTERFACE	TN767	C	24
02C01	ANNOUNCEMENT	TN750	C	8
02D00	TONE DETECTOR	TN748	D	7
02E00	TONE DETECTOR	TN748	D	7
03A	MAINTENANCE	TN775	C	3
03A	TONE/CLOCK	TN2182	B	4
03A01	EXPANSION INTRFC	TN570	C	2
03C00	TONE DETECTOR	TN748	D	7
03C01	ANNOUNCEMENT	TN750	C	7
03C07	ANNOUNCEMENT	TN750	C	8
03C08	ANNOUNCEMENT	TN750	C	13
03D00	TONE DETECTOR	TN748	D	7
04A	MAINTENANCE	TN775	C	3
04A	TONE/CLOCK	TN2182	B	1
04A01	EXPANSION INTRFC	TN570	C	2
04A07	DS1 INTERFACE	TN464	F	18
04C00	TONE DETECTOR	TN748	D	7
04C10	ANNOUNCEMENT	TN750	C	13
04D00	TONE DETECTOR	TN748	D	7
04D12	ANNOUNCEMENT	TN750	C	9
05A	MAINTENANCE	TN775	C	3
05A	TONE/CLOCK	TN2182	B	1
05A01	EXPANSION INTRFC	TN570	C	2
05A07	DS1 INTERFACE	TN464	F	14
05A10	ANNOUNCEMENT	TN750	C	8
05A11	ANNOUNCEMENT	TN750	C	14
05A12	DS1 INTERFACE	TN464	F	16
05A13	DS1 INTERFACE	TN464	F	16

05A14	DS1 INTERFACE	TN464	F	16
05A18	DS1 INTERFACE	TN464	F	18
05C02	TIE TRUNK	TN760	B	4
05D00	TONE DETECTOR	TN748	D	7
05E00	TONE DETECTOR	TN748	D	7
05E02	CO TRUNK	TN747	B	18
06A	MAINTENANCE	TN775	C	1
06A	TONE/CLOCK	TN2182	B	1
06A01	EXPANSION INTRFC	TN570	C	2
06A07	DS1 INTERFACE	TN464	F	6
06C02	CO TRUNK	TN747	B	25
06D00	TONE DETECTOR	TN748	D	7
06E00	TONE DETECTOR	TN748	D	7
07A	MAINTENANCE	TN775	C	3
07A	TONE/CLOCK	TN2182	B	4
07A01	EXPANSION INTRFC	TN570	C	2
07D00	TONE DETECTOR	TN748	D	7
07E00	TONE DETECTOR	TN748	D	7
08A	MAINTENANCE	TN775	B	6
08A	TONE/CLOCK	TN2182	B	4
08A01	EXPANSION INTRFC	TN570	C	2
08A17	TONE DETECTOR	TN748	D	7
09A	MAINTENANCE	TN775	C	3
09A	TONE/CLOCK	TN2182	C	2
09A01	EXPANSION INTRFC	TN570	C	2

9	EPN Cabinets
1	Intuity Audix Map 40
1	PPN Dual Processors
1	BCMS View

**ATTACHMENT 1
PROPOSED METHOD OF PERFORMANCE AND CONTRACTOR SUPPORT**

1) The offeror should describe in general terms how they will perform PBX Maintenance service to include the switch, software and maintenance of a Voice Mail System for the University:

2) The offeror should describe how they intend to function as a single point of contact for the University, regardless of any subcontract arrangements. This should include responsibilities and liabilities of the offeror for all problems relating to the equipment.

3) The offeror should provide the following information relating to the provision of service on a seven (7) day per week, twenty-four (24) hour per day basis, 365 days a year.

4) Where will the primary service organization be located?

5) How many service representatives at the primary location are trained on the equipment proposed?

6) Are service representatives factory or dealer trained?

7) State the years of experience of each service representative who will respond to service calls on the proposed equipment.

8) Where will the secondary service organization be located?

9) How many service representatives at the secondary location are trained on the equipment proposed?

10) The offeror should describe its plan for responding to off-hour (non-prime time) requests for service and requests for service on holidays, weekends, and vacations.

11) What are the procedures for service representative staffing during vacations and holidays?

12) What are the procedures to be used to contact service personnel?

13) Describe the escalation procedure complete with the positions and telephone numbers of the people to be notified.

14) The offeror should describe response time guarantees to be provided to the University and any associated penalties the University may apply if the guarantees are not met by the service organization.

15) The offeror must describe any obligations the University may have for charges from the offeror's service organization when it responds to a call for service and the problem is determined to be another vendor's hardware or software. If the University is liable for charges, what are they?

16) The offeror should state if they will assume responsibility for charges for diagnostic testing or other services provided by another vendor if the problem is determined to be theirs.

17) The offeror should specify the amount of technical support provided to the University at no cost.

18) In addition, the offeror should describe the following for consideration in this part of the evaluation:

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products:

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

**ATTACHMENT 2
OFFEROR'S EXPERIENCE**

The offeror 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 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

ATTACHMENT 5
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 5 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ Business Entity Name	_____ Date
_____ E-Mail Address	

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

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

1. TERMINOLOGY/DEFINITIONS

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

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

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

- a. All proposals must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person

by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a proposal shall not be honored.

d. A proposal which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a proposal shall not be honored.

e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto, in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

6. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.

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

7. PREFERENCES

a. In the evaluation of proposals, 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 proposals, 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 offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.

c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.

d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.

e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. The University reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.

g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

j. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be

determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.

k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

l. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

m. The final determination of contract award shall be made by the Purchasing Department.

n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.

o. Any proposal award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9). A protest submitted after the ten (10) business day period shall not be considered.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) University's acceptance of the proposal by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

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

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

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 RFP.

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

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

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 RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

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

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

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 offeror's failure to maintain compliance with Chapter 144, RSMo may eliminate their proposal 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