



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5949

TITLE: LEARNING MANAGEMENT SYSTEM

DATE: NOVEMBER 15, 2019

BUYER: AMY HANCOCK, SENIOR BUYER

EMAIL: abhancock@semo.edu

PHONE: (573) 651-2021

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: DECEMBER 19, 2019

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

For USPS/FedEx/UPS, etc.

Bids must be mailed to:

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

OR delivered by offeror to:

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

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

MUST BE SIGNED TO BE VALID

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

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
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Terms and Conditions (08/27/2019)

**SOUTHEAST MISSOURI STATE UNIVERSITY
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INTRODUCTION AND GENERAL INFORMATION

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) is seeking to obtain proposals from qualified organizations to provide a Learning Management System (hereinafter referred to as “LMS”) in accordance with the terms and conditions set forth herein.

1. INTRODUCTION

Established in 1873, Southeast Missouri State University is a comprehensive, four-year public university located in Southeast Missouri with satellite locations in Sikeston and Kennett. The University’s main campus is located in Cape Girardeau, Missouri, approximately 120 miles south of St. Louis, Missouri, and 165 miles north of Memphis, Tennessee.

Southeast derives its authority from the people of Missouri through the Missouri State Legislature. While serving the region, state, nation, and world, the University maintains a strong commitment to the diverse twenty-four counties of southeast Missouri. As a multi-purpose institution, the University achieves its educational goals through the offering of degree programs and other learning experiences to its varied constituents. The University's community consists of approximately 10,100 undergraduate students, 1,000 graduate students, and 1,050 full and part-time faculty and staff. Additional information can be found on the University web page at www.semo.edu.

2. GENERAL INFORMATION

Since 2012, the University has hosted Moodle on-premise for its campus-wide learning management system. Southeast is currently running version 3.3, with integrations with the major publishers, and other plug-ins to provide additional functionality mainly in the discussion boards, testing utilities, and some other assignment modules. Class and student information is generated from and synced with our Ellucian Banner student information system. The University offers approximately 1,200 courses to include 300 to 400 online courses and 800 to 900 web-supported, blended, or otherwise LMS based courses that are active each semester. The LMS is utilized by approximately 9,000 students and 600 instructors and for 50 weeks a year for fall, winter, spring, and summer classes.

3. RFP AND PROJECT TIMELINE

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

Issue RFP: November 15, 2019
RFP Closing Date: December 19, 2019
Offeror Presentations: Early February 2020
Contract Award Date: Mid-March 2020

4. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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SCOPE OF WORK

The contractor shall provide a Learning Management System (LMS) for Southeast Missouri State University that meets or exceeds the specifications listed herein. Proposal responses will contain data which will enable the University to determine which vendor is best able to serve all the criteria to be considered in the contract award.

1. MANDATORY REQUIREMENTS

- 1.1 Must include a common, industry-wide, base, LMS toolset such as a course news area, calendar, content repository, assignment-submission tool, quiz tool, discussion tool, and gradebook.
- 1.2 Must have three (3) years proven experience in the provision of similar products and services to institutions of higher education
- 1.3 Must provide a project plan used to engage and support the University with a successful implementation and effective management of the solution. Provide details noting the timelines, roles, responsibilities, and communication channels.
- 1.4 Must integrate with the University's Student Information System (SIS): Ellucian Banner. Must provide real-time provisioning and deprovisioning of instructor and student accounts as well as course enrollment information via Ellucian Banner.
- 1.5 Must provide customization for University Administration and institution-level branding/theming
- 1.6 Must comply with the U.S. Federal Rehabilitation Act, Section 508 (36 CFR Part 1194, <http://www.section508.gov>). Please provide a Voluntary Product Accessibility Template (VPAT).
- 1.7 Must comply with the Web Content Accessibility Guidelines (WCAG) to support web content accessibility
- 1.8 Must be able to provide the University with a copy of its learning environment data within 30 days of a request. The data must be in a usable format to be determined by the University at the time of the request.
- 1.9 Must provide data migration capabilities and support for migrating from Moodle LMS. List any data elements that cannot be migrated.
- 1.10 Must be compatible with standard security assertion identity solutions such as SAML 2 or another Single Sign-On integration solution
- 1.11 Must provide granular security where each important function and object can be explicitly restricted to authorized users. Access control must support role-based security.
- 1.12 Must provide the ability to group important functions and objects into roles for assignment to users to include pre-defined roles such as Administrator, Instructor, etc.

- 1.13 Must support the University's compliance with the Family Educational Rights and Privacy Act (FERPA)
- 1.14 Must provide Health Insurance Portability and Accountability Act (HIPAA) compliance when HIPAA data is stored within the learning environment
- 1.15 Must support encrypted communications between client end points and the LMS server
- 1.16 Must have procedures for security incident monitoring, mitigation, and notification
- 1.17 Must keep solution components to include operating system, server software, and third-party products patched for known security issues within 30 days of patch release
- 1.18 Must have an auto-log-off capability after a configurable predetermined period of inactivity
- 1.19 Must support current standard browsers on Windows, Mac, and mobile devices.
- 1.20 Must support the most common Internet browsers and mobile devices
- 1.21 Must provide web access for all standard user and administrative functions
- 1.22 Data, backups, and archives must be restricted to only users authorized by Southeast Missouri State University. Describe the granularity of restoring LMS data (e.g., by date, by student, by course).

2. **TECHNICAL CAPABILITIES**

- 2.1 Should provide multi-lingual support
- 2.2 Should provide for programmatic provisioning and deprovisioning of user accounts via standard API
- 2.3 Should not store passwords within the LMS
- 2.4 Should periodically conduct vulnerability (internal and external) testing of hosted solution
- 2.5 Should capture relevant security information for incident investigations (academic misconduct, violation of campus appropriate use policies, etc.)
- 2.6 Should log system usage (sessions, etc.), unauthorized attempts to access the system, system functionality, and/or specific data
- 2.7 Should allow security logs to be exported for external evaluation and investigation
- 2.8 Should have procedures in place to protect the solution and client data from cyber threats to include data breaches and denial of service
- 2.9 Should provide the ability of the solution to scale during heavy system loads to maintain performance levels. Describe how system performance is monitored and how the University can report performance issues.
- 2.10 List historical uptime and information for any incidents, downtime, or service degradation for the previous two (2) years to include length of impact. Provide a description of expected availability and redundancy precautions.

- 2.11 Describe the process for maintaining the learning environment to include system updates, major and minor software updates, and security patches. Describe how upgrades, outages, and other notices are communicated. What input does the customer have in scheduling upgrades?
- 2.12 Describe the disaster recovery capabilities, including testing process and frequency, recovery time from failover events, and geographic distribution of infrastructure.
- 2.13 Describe any stand-alone desktop software required to utilize all features of the solution.
- 2.14 Describe how the base solution may be extendable with contributions from the open source community or third-party providers. Describe how the provider ensures integrations within the learning environment remain compatible with new releases.
- 2.15 Describe any API services provided for with the LMS solution. API services should be documented.

3. **REPORTING AND DATA USAGE CAPABILITIES**

- 3.1 List out-of-the-box reports. The reports should be able to be downloaded in PDF, CSV, or Excel formats.
- 3.2 Should provide appropriate role-based access controls for running reports
- 3.3 Should provide for the ability to build ad hoc/custom reports
- 3.4 List any built-in Key Performance Indicators (KPIs) and dashboard capabilities.
- 3.5 Should provide the ability to extract all recorded student data (e.g., assessments, discussions, assignments, etc.) using one key (i.e., student ID)
- 3.6 Describe how the solution supports open records requests. This functionality is in the form of data discoverability and reporting, including extracts of selected data. It is preferred that the University has access to this functionality versus requesting data from the vendor.

4. **OTHER CAPABILITIES**

- 4.1 Should support deep linking allowing a user to navigate directly to pages for which they are authorized
- 4.2 Should provide a product roadmap with descriptions of new functionality
- 4.3 Should provide a process through which the University may request new functionality or changes to existing functionality
- 4.4 Should provide a process for automatic transmission of final course grade data from the solution directly to the SIS
- 4.5 Should use current LTI standards to integrate with other systems
- 4.6 Should provide for some end-user customization of the interface (e.g., dark mode, favorites, etc.)
- 4.7 Should provide a web and mobile client similar in their interface and functionality

- 4.8 Web interface should provide appropriate General Data Protection Regulation (GDPR) compliance
- 4.9 Should not require optional browser plug-ins or extensions

5. **SUPPORT**

- 5.1 Describe the types of support available for initial set-up for administrative staff, including specifics about response time to reported issues.
- 5.2 Describe the support channels available to users (e.g., web-based, phone, email, etc.), to include availability and workflow.
- 5.3 Describe how service updates and/or informational releases are distributed to various University audiences such as administrative, technical, and end users.
- 5.4 Describe functional and technical support options to include support hours, contacts, response time, resolution time, software, or access requirements to resolve issues to include the available pricing options.
- 5.5 Describe the documentation to be provided to the University in reference to LMS support (e.g. User's Guide, Administration Guide, and System Integration and Programming Guidelines, etc.).

6. **TRAINING**

The University employs various staff who support development of best practices in the use of teaching and learning technologies. These can include site administrators, instructional support staff, student support staff (libraries, disability services), instructors, students, and University administration. The proposed LMS solution shall assist these personnel in this endeavor. The University values the following:

- Training materials that are easily able to be customized or altered to fit the needs of the University and/or by individual campuses, instructional or technology support units, academic programs/departments, or instructors.
 - Easily accessible materials - open, not requiring authentication of a vendor to access, searchable, available from mobile devices, available 24-7, ADA compliant, and meet accessibility needs.
 - Timely updates to communications and training and development materials to make the University aware of product changes and their impacts on the learning environment.
- 6.1 Describe face-to-face or online training available for University staff to include costs.
 - 6.2 Describe any pedagogical and instructional technical “how-to” guides provided for faculty, instructors, and support staff. Of particular interest are guides that can:
 - Explain how to increase efficiencies and to reduce workload, such as inline grading and content revisions
 - Explain the import process for graded assignments, rubrics, exam items, and grades
 - Provide perspective of and improve the student experience and personalization, including student-views and student activity, progress, and alerts

- Support organization and design of course, including recommended layouts for consistency
- Describe how to transfer content and course materials from one LMS installation to another
- Explain randomize my quiz questions, item difficulty, responses
- Aid in ensuring quality of courses, including through course- and student-level reporting.

- 6.3 Describe any technical “how-to” guides you provide for data access, analytics and assessment, seamless integration of third-party materials and tools, and sharing of content across courses.
- 6.4 Describe the technical “how-to” guides provided from the faculty and student perspective for all LMS tools (e.g., “create discussions” and “grade discussions” for faculty and “participate in discussions” for students).
- 6.5 Describe any pedagogical training and technical support for new instructional data-driven models supplied, including competency-based learning, self-paced instruction, self-directed learning, learning analytics, adaptive learning, and personalized instruction. Include any materials or instruction addressing pedagogical and technical support for different modes of delivery, including flipped, blended, and online.
- 6.6 Describe any technical guides and support for developers that are provided, including API development and LTI integrations.
- 6.7 Describe any training and technical guides for technology management for system administrators, including system architecture, scalability, security, and development.
- 6.8 Describe any guides and support provided in organizational administration, including policy issues (academic, operational), data retention, user support, training, and quality assurance, etc.

7. **SCENARIOS:** The scenario method of evaluation allows the University to focus on the aspects of the proposed solution that are of the highest value, such as functionality and usability. Each scenario will be scored based on innovation, creativity, simplicity, effectiveness, and completeness in addressing the challenges in the scenario, as well as ease of use.

Proposals must include costs of third-party tools required to fulfill functionality. Please include these itemized fees in a separate Cost Proposal as described in the Offeror’s Information section of this RFP. Note the cost of any third-party tools used in addressing the following scenarios will be considered in the evaluation.

How to address the following scenarios: For each scenario below, the proposer must submit a narrative describing how its proposed solution addresses the given scenario, and a video or animation of less than 5 minutes duration illustrating the solution described in the narrative. Video or animations of a longer duration will be considered non-responsive. The videos should be included on the USB flash drive proposal copy requested in the Offeror’s Information section.

7.1 **SCENARIO 1 - Instructor Perspective**

Dr. Close insists on using extensive labels and titles that outline dates throughout the course materials on the LMS.

Part A: Please outline the process your system uses to change dates and times assignments and assessments are due when moving a course from one semester to another, and please identify any components and information that does not move with that course.

Part B: Specifically address how classes are recycled (e.g. in the same shell or imported into a new shell?)

7.2 **SCENARIO 2 - Instructor Perspective**

Part A: Dr. Smith teaches a 120-student Introduction to Biology course (with an average of 10 manually graded assignments per student, per week). For extremely large gradebooks, demonstrate how your solution address the entries of multiple assignments at one time.

Part B: Dr. Bucket assigns several essays over the course of the semester and prefers to comment directly on the drafts when providing feedback to students. Please describe both how Dr. Bucket can comment directly on submitted files within your system and how students can access those comments.

7.3 **SCENARIO 3 - Instructor Perspective**

The Department of Communication Disorders has a training clinic, where faculty members serve as clinical supervisors to students enrolled in multiple sections of the clinical practicum course, CD402. Each clinical supervisor is assigned at least one course section for CD402 where students are randomly assigned. However, this course is considered a Lecture/Lab, and one supervisor is considered the “Primary Instructor” for all students enrolled in CD402 (there are usually 6-8 sections). The primary instructor teaches the weekly 1-hour lecture and maintains the LMS site for CD402. All sections of CD402 must be meta-linked to one LMS site, and the primary instructor must have access to all sections. On the LMS page, there are assignments, quizzes, reading materials, and lecture materials. The primary instructor maintains all grades for all students enrolled, manually entering students’ lab grades from the other clinical supervisors into the gradebook.

Part A: Describe how these courses would be meta-linked and how the primary instructor, students, and all clinical supervisors would be able to access one shared LMS page. Describe how end-of-semester grade reporting would occur (ex: would all clinical supervisors report grades for students assigned to their section(s) or would the primary instructor complete grade reporting).

Part B: There is a graduate version of the course, CD603: Advanced Clinical Practicum, which shares many materials with CD402, such as clinic policies and procedures and documentation guidelines. Describe how the primary instructor would maintain documents shared by both courses.

7.4 **SCENARIO 4 - Student Perspective**

Mia is a full-time student with some fully online and some face-to-face courses. Please describe the process of how she can access her grades, assignments due, and the courses she is enrolled in once she logs into your system.

7.5 **SCENARIO 5 - Student Perspective**

ADA compliance within the LMS learning environment is mandatory. Dr. Milbarga is not great at creating ADA compliant course materials and could use all the help he can to create accessible course materials. Please describe how your system encourages and enforces accessible materials and content created by users, including alternative text, color use, and audio transcription. To address specific student needs, please describe how your system allows for accommodations such as extended time and alternative assessments.

7.6 **SCENARIO 6 - Student and Instructor Perspectives**

Dr. Jones teaches a Business Management course that is structured around group work and includes a capstone group project. The 35-student course is typically self-divided by students into five groups, with seven students in each group. How does your solution support group work as outlined in Parts A & B?

Part A: To facilitate group work on the project, Dr. Jones requires the ability to use your solution to support the following activities electronically:

- Distribution of course materials at the group level (not to an individual student or the entire class)
- Facilitation of two-way communication between and among students, groups, and the instructor on an asynchronous basis in written, audio, and video formats.
- Creation and administration of assessments and feedback (including grading) at the group level and possibly at the individual level.

Part B: Students require the ability to use your solution to support the following activities electronically:

- Submission of group work
- Facilitation of two-way communication between and among students, groups, and the instructor on a synchronous and asynchronous basis, in written, audio and video formats
- Peer (group to group) feedback

7.7 **SCENARIO 7 - Student and Instructor Perspectives**

Dr. Fitz-Hume teaches architecture and prefers using assessments that require students to find examples in non-classroom settings like museums, parks, and other public spaces. How does your solution support a student's mobile access to:

- Produce and upload a photo or video assignment?
- Complete an onsite quiz assessment?
- Create an onsite reflection discussion post using a personal device (phone, tablet, laptop)?

7.8 **SCENARIO 8 - Student and Instructor Perspectives**

Dr. Xu teaches statistics and insists on writing original test questions for exams to reduce cheating. Please show how equation and question creation and editing by instructors (and possibly students) can be made available within your system.

7.9 **SCENARIO 9 - Administrator Perspective**

Jen Atkins is a Learning Management System administrator charged with maintaining courses, including fulfilling instructor requests for courses that are not automatically created using the institution's student information system (SIS) to populate course and user data. Ms. Atkins also fulfills many requests for data, including detailed statistics about system and tool usage and user behavior within the environment. She also regularly modifies, combines, and deletes user roles and user permissions.

How can your solution be leveraged effectively and efficiently to support Jen in fulfilling her responsibilities to manage and maintain the learning environment, including incorporation of user data that is not brought in through an SIS integration (non-matriculated students, for example), generation of usage statistics, maintenance of user roles and permissions, as well as management of the course creation, curation, and archiving process?

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GENERAL CONTRACTUAL REQUIREMENTS

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which is anticipated to begin in March 2020, for an initial period of three (3) years. The University shall have the right, at its sole option, to extend the contract for five (5) 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 an extension option is exercised, such shall be accomplished in writing between the contractor and the University’s Purchasing Department.
 - 1.2 Each extension option shall be negotiated with the contractor. If a mutual agreement cannot be reached, the University reserves the right to rebid.
 - 1.3 Due to the unique, comprehensive, and dynamic nature of the online environment the University reserves the right to engage in extensive discussions with the selected contractor as deemed necessary in future contract years, even if such are not specifically outlined herein. This will ensure that the needs of campus are met. Compensation will be negotiated accordingly.
2. All fees and charges shall be as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself prior to the closing date of the Request for Proposal.
 - 2.1 Payment for all goods and services required herein shall be made after the successful completion of requirements as set forth in the contract and/or subsequent purchase order. The contractor shall submit an original invoice. 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. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
4. The 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 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.
7. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the contract period.
8. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
9. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work.
10. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
11. 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.

12. The contractor shall indemnify, defend and hold harmless the Board of Regents of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage, or claim, including its attorney's fees.
13. 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.
14. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
15. 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.
 - 15.1 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.
 - 15.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 15.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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OFFEROR'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at: www.semo.edu/purchasing. In addition to the original solicitation document, amendments and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently, and it is the offeror's responsibility to ensure that all applicable documents needed to satisfy the requirements of the Request for Proposal and any amendments thereto are included in the proposal package. Additionally, the University will update the website immediately upon contract award.
2. 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 one (1) complete USB flash drive copy of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
 - 2.2 Proposal openings are public on the closing date and time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
 - 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 Amy Hancock, Senior Buyer. It is mandatory that all questions be sent via e-mail to abhancock@semo.edu. The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
4. **EVALUATION CRITERIA:** The award of contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

Criteria	Weight
Proposed Method of Performance	60%
Cost	30%
Experience and Reliability of Offeror's Organization	10%

5. **PROPOSED METHOD OF PERFORMANCE:** To facilitate evaluation of the proposals, it is highly desirable that the proposal be organized by utilizing the same numerical arrangement for each item as shown in the Scope of Work section. Please provide an appropriate response to each of the items listed. An appropriate response to a “must” or “should” item is the affirmation or negation pertaining to the capabilities of the proposed LMS and/or the offeror’s organization. Note that “must” means that a certain feature, component, and/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. “Should” means that a certain feature, component, and/or action is highly desired by the University but is not mandatory. If the item states “describe,” the offeror shall provide a short narrative that includes a description of how the proposed LMS meets the mandatory and/or desired capabilities.
- 5.1 If the proposal includes services beyond those outlined in this RFP, these must be detailed in the proposal.
6. **COST:** The proposal must contain a fee schedule that includes, but is not limited to, line items for services, licensing, equipment, installation/implementation, training, and maintenance options. Line items for any 3rd party services or software needed to meet RFP requirements must also be included. The proposal must include a quote on three-year total cost as well as the cost breakdown for years 1, 2, and 3 listed separately. All annual costs associated with the proposal must be included in the quote submitted (e.g. Year 1 must include all installation/implementation costs). The University relies on the offeror to assure that all charges to complete the Scope of Work are submitted in the proposal and that no hidden costs or charges will be incurred by the University.
7. **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 including, but not limited to, as follows:
- 7.1 The offeror should submit an executive summary that includes age of vendor, size of staff, and number of clients, highlighting successful projects, especially those performances related to activities similar to the requirements of this RFP.
- 7.2 The offeror should submit at least five (5) references in include higher education institutions comparable in size to the University, for which the offeror has provided 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 for each reference. The offeror may utilize **ATTACHMENT 1** to provide this information.
8. **EVALUATION PROCESS:** After initially reviewing all proposals received, the University reserves the right to contact one, some, or all offerors to clarify or verify the proposal(s) and to develop a comprehensive assessment of the proposal(s). The University may request one, some, or all offerors to make a presentation on Southeast’s campus, to assist the University in developing a comprehensive assessment of the proposal(s). However, the offeror must not assume this will occur, and must therefore present as comprehensive a proposal package as

possible. The University reserves the right to evaluate the offeror's proposal without requesting any additional information. Failure to submit all-inclusive information may cause an adverse impact on the evaluation of the offeror's proposal.

- 8.1 If the offeror is requested to make a presentation on Southeast's campus, all travel costs will be the responsibility of the offeror.
- 8.2 The University reserves the right to request any missing proposal document if no competitive advantage will be realized.
9. 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.
10. **ATTACHMENT 2 - Vendor Business Information:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 2 with the proposal response. Completion of this Attachment does not affect contract award.
11. **ATTACHMENT 3 - Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity," the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this Attachment must be submitted prior to an award of a contract.
12. The attached Terms and Conditions for Request for Proposal (revised 08/27/19) are hereby incorporated. Offer's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the proposal.
13. By signature on the Request for Proposal cover sheet, the offeror affirms that all pricing information is submitted in accordance with the terms and conditions of Request for Proposal 5949.
14. Please note that the University will be closed for the holiday season from close of business on Friday, December 20, 2019, through Wednesday, January 1, 2020 (reopening Thursday, January 2, 2020).

**SOUTHEAST MISSOURI STATE UNIVERSITY
LEARNING MANAGEMENT SYSTEM
REQUEST FOR PROPOSAL 5949**

**ATTACHMENT 1
OFFEROR'S EXPERIENCE**

The offeror should provide five (5) references as requested on page 16, item 7.2 of RFP 5949.

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 _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

ATTACHMENT 2 VENDOR INFORMATION

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

SECTION I

BUSINESS TYPE

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

DEFINITIONS:

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

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

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

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

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

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

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

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLED VETERAN STATUS

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

MO Address of Service-Disabled Veteran Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization _____ Sheltered
for the Blind Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____

(or attach a copy of certificate)

Certification Expiration Date: _____

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

Date

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative’s Name
(Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

ATTACHMENT 3 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) 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.
- m. **Shall** has the same meaning as the word **must**.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

2. APPLICABLE LAWS, REGULATIONS, AND POLICIES

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

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

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

4. PREPARATION OF PROPOSALS

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

5. SUBMISSION OF PROPOSALS

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

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

6. PROPOSAL OPENING

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

7. EVALUATION/AWARD

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

8. CONTRACT/PURCHASE ORDER

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

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

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

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

9. INVOICING AND PAYMENT

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

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

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

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

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

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

10. DELIVERY

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

11. INSPECTION AND ACCEPTANCE

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

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

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

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

12. WARRANTY

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

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

13. CONFLICT OF INTEREST

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

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

14. REMEDIES AND RIGHTS

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

15. CANCELLATION OF CONTRACT

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

16. COMMUNICATIONS AND NOTICES

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

17. BANKRUPTCY OR INSOLVENCY

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

18. INVENTIONS, PATENTS AND COPYRIGHTS

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

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

20. AMERICANS WITH DISABILITIES ACT

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

21. EMERGENCIES

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

22. TITLES

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

Revised 08/27/2019