



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873

INVITATION FOR BID 5955

TITLE: MULTIPURPOSE X-RAY DIFFRACTOMETER SYSTEM

DATE: MARCH 23, 2020

BUYER: AMY HANCOCK

EMAIL: abhancock@semo.edu

PHONE: (573) 651-2021

BID MUST BE RECEIVED NO LATER THAN:

DATE: APRIL 20, 2020

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

Due to extenuating circumstances as a result of the Coronavirus Pandemic, responses should be emailed to abhancock@semo.edu. The University will only open responses after the due date and time AND will keep all responses secure.

The notice of award is made subject to availability and appropriation of funds, and the selection of the lowest and best bidder is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY
MULTIPURPOSE X-RAY DIFFRACTOMETER SYSTEM
INVITATION FOR BID 5955**

TECHNICAL SPECIFICATIONS/SCOPE OF WORK/GENERAL CONTRACTUAL REQUIREMENTS

Southeast Missouri State University (hereinafter referred to as "University") is requesting bids for a multipurpose X-ray diffractometer system to support its research and education needs. The system should require minimal supervision for general usage but should also allow manual control for teaching purposes. Various measurement geometries must be supported including Bragg-Brentano focusing, parallel beam, transmission, and SAXS.

The contractor must provide the following for Southeast Missouri State University in accordance with all terms, conditions, and requirements stated herein.

- Provide one (1) Multipurpose X-ray Diffractometer system with the minimum functional requirements specified herein. Brand names, if listed, are references only. Any brand equal or better shall be acceptable.
 - Deliver, assemble, and prepare equipment for use.
 - Provide equipment training.
 - Provide warranty as stated herein or applicable manufacturer's warranty (if warranty not specifically stated).
1. The Multipurpose X-ray Diffractometer System must include and meet or exceed the specifications listed below.

Goniometer and Enclosure

- A complete floor standing radiation enclosure must be provided which prevents exposure from either the direct or scattered X-ray beam. The enclosure(s) must meet all local, State of Missouri, and Federal X-ray radiation safety requirements for all possible anode types that can be used with the system now or in future.
- A key lock must be present to prevent unauthorized use of the system with system status readily displayed on the front of the physical instrument.
- All systems must include a high-resolution theta-2theta vertical-circle goniometer with the following features:
 - Optical encoder controlled, with motors and optical positioning technology under continuous operation to avoid angular drift
 - Independent control of omega and 2theta axes
 - Scan range of at least ≤ -10 to ≥ 160 °2 θ
 - Step resolution of 0.0001° in omega and 2theta
 - Maximum scan speed of at least 60 °/minute
 - Slew speed at least 500 °/minute
- All systems must have a wide opening enclosure door suitable for teaching a group of students how to use the instrument. These doors must lock automatically when the X-ray shutter is open or when components inside the enclosure move.
- All systems should allow students to observe the movement of the goniometer, X-ray tube, detector, and stage during measurements.

X-Ray Generator and Tubes

- The system must include a ≥ 3 kW continuously rated output generator. The kV setting must be adjustable to 20-60 kV output in 1 kV steps at a stability of less than 0.01% at mains variation of $\pm 10\%$. The mA setting must be adjustable to 5-60 mA output in 1 mA steps at a stability of less than or equal to $\pm 0.01\%$ at mains variation of $\pm 10\%$.
- The system must include a sealed Cu anode X-ray source with a recommended operating power* of at least ≥ 1.6 kW. The tube should have a projected focal width of less than 70 microns when positioned in line focus position to ensure optimal powder diffraction resolution.
- Changing the X-ray anode must be a task that can be accomplished by an adequately trained individual in less than 3 hours, including the time required to breed the X-ray source and re-align the system
 - Manufacturers must specify the breeding time for an X-ray source that has not been used in > 1 month
- All systems must include a water chiller system for cooling the X-ray source and any other ancillary equipment required for the diffractometer to operate, e.g. a P.C.
- The system or control software must record the operating history of each tube, such as hours at operating power and hours at standby power.

**recommended operating power: it is noted that most manuals for X-ray tubes specify a maximum operating power and a recommended operating power, which is intended to maximize tube life and stability while still providing adequate flux for experiments. The specs above are for the recommended operating power, not the maximum possible power.*

Beam Optics

- The system must be capable of supporting a variety of measurement geometries including Bragg-Brentano focusing for analysis of powders, parallel-beam analyses such as grazing incidence X-ray diffraction from thin films, transmission geometry for SAXS, texture measurements or oriented samples, and 2D diffraction for educational purposes.
- The system should include a flat mirror or similar monochromating optic for collecting routine powder data (i.e. Cu K-alpha1 + K-alpha2) with efficient suppression of Bremsstrahlung radiation and with K-beta radiation suppression $< 0.2\%$ of K α 1 without the discontinuous step produced by the absorption edge of a K-beta filter (such as Ni foil).
 - Elimination of K Beta using detector technology is acceptable, but a flat mirror is preferable to avoid artifacts arising from signal processing.
- A foil or foils must be included, if necessary, for the suppression of beta radiation.
- All optics must include Soller slits to limit axial divergence to $< 2.5^\circ$
- All incident-beam optics must include beam masks to modify the beam width on the sample (i.e. size in axial direction) to at least two options, a size < 10 mm and a size > 10 mm, when using the largest included Soller slits.
- The system must include motorized slits supporting a variable aperture or constant irradiated length mode.
- The system should include an option to form a small spot on the sample (< 1 mm) for the purposes of 2D diffraction (educational) and analysis of smaller specimens.
- Diffracted optics should include at least one parallel plate collimator for highly defocused conditions, for example grazing incidence geometries or specimens with rough surfaces.
- Diffracted optics should include soller slits with acceptances greater than 2° and less than 2° for the purposes of obtaining high quality powder diffraction data from a range of materials, including materials with large unit cells.
- Diffracted optics should include motorized anti-scatter slits for control of measurement background.

- Optics must be exchanged with a system that requires no alignment or features automated alignment, such that the optics can be reconfigured and ready for use in less than 5 minutes by an adequately trained operator. Proponents must briefly describe how their optics achieve easy exchange (i.e. kinematic mounts, motorized alignment, etc.).

Sample Stages

- The system should include a spinner stage capable of supporting reflection and transmission geometries. The sample should remain horizontal for both geometries.
- A variety of sample holders should be included for the analysis of bulk powders (several grams), small amounts of powder (several mg), transmission geometries, thin films/ foils, and irregular specimens.
- Low background single crystal silicon substrates should be included for reflection geometries (at least 2).
- Sample holders and preparation tools must be provided for back-loading preparation of bulk powders.
- The Phi axis of the spinner stage should be computer controlled and allow programmable movement for independent scanning of this axis during measurement.

Detectors

- The system must include a position sensitive detector for rapid powder sample measurement such that appropriate measurement statistics can be obtained from bulk powder specimens (several grams) in less than 10 minutes. The channel width of this detector should be less than or equal to 75 microns to achieve optimal powder diffraction data quality.
- The system must include a 2-dimensional detector capable of showing debye-scherrer rings for educational purposes. The detector used for this purpose should not require re-mounting to obtain 2-dimensional data and should have a pixel size less than 100um to ensure quality images for analysis.
- Detector(s) must be maintenance free. For example, detectors must not require regular scheduled regassing or other regularly scheduled maintenance that would require shipping back to the manufacturer. Detectors should also require no cooling through separate chiller or heat exchanger devices.
- Detector(s) must include protections to prevent damage by users such as by programmable attenuators that activate automatically when count rates exceed safe levels for the detector during measurement.
- Detector(s) should include signal processing capabilities to adequately suppress sample fluorescence, while avoiding significant signal loss.
 - Diffracted beam monochromators are acceptable for this purpose provided users can utilize with no direct supervision as described in the overall description above.

Software

- All systems must include a computer, monitor, and software needed for operating the system and performing data analysis using vendor software.
- Data Collection software must support:
 - Measurement programs with instrument hardware profiles that will prompt users to change hardware as necessary for a measurement, if necessary.
 - Automatically change motorized hardware component settings, where possible.
 - Ability to write batch programs that will position the sample and collect data without user intervention, unless prompted by software.
 - Ability to create and manage unique user logins for each user of the diffractometer systems
 - Automatic incremental saves of data during data collection

- Ability to write measurement programs while a measurement is in progress
 - Option to save data from a measurement in an openly accessible file format, or automatically convert data to such a format after collection
 - Provide X-ray tube usage statistics and wizards for maintenance or adjustment of the system.
 - Analysis software
 - At least 10 licenses of powder diffraction analysis software capable of the following:
 - Search-match phase analysis using the crystallographic open, ICDD PDF and/or other databases, including custom databases generated automatically from crystal structure files.
 - Rietveld refinement (i.e. whole pattern fitting) for quantitative phase analysis and structural refinement
 - Profile fitting for crystallite size and microstrain analysis
 - Cluster analysis of many datasets
 - Ability to write batches for sequential analysis or educational usage.
 - Ability to generate reports in customizable format for educational purposes (standardized report forms)
 - Cell refinement, indexing, and charge flipping algorithms for structure solution
 - Conversion of divergence slit data from fixed irradiated length to fixed aperture and vice versa.
 - Correction of beam overflow, specimen displacement and measurement
 - Usage with commercial databases such as ICDD or ICSD, and/or open source databases such as the crystallographic open database.
 - Software for data reduction and analysis of SAXS datasets, including size distribution of homogenous spherical particles, guinier, and porod analysis.
 - Software for data reduction and/or analysis of 2D datasets collected using 2D detector, if applicable
 - Software for flat field correction of 2D datasets, if applicable.
 - Software must be guaranteed that a free update/upgrade will be provided if a new major version of the software is released within 120 days after acceptance of the system with minor revisions provided at no charge
2. All equipment must be new. Used, reconditioned, or demonstrator equipment will not be accepted.
 3. Manuals: The contractor must provide one each of the following manuals (as applicable): operator, service, repair, and parts. All manuals must be available in American English.
 4. Warranty: The contractor must provide the standard manufacturer's warranty on parts and labor. The warranty will commence upon the written acceptance of the equipment from the University's Purchasing Department or payment of such, whichever occurs first.
 - 4.1 One (1) year warranty on the system.
 - 4.2 Two (2) year (non-pro-rated) failure warranty on the X-ray source.
 - 4.3 Contractor must be able to provide all parts, equipment, and personnel necessary to accomplish warranty repairs. The University prefers that the contractor be able to complete the repairs within five (5) business days.
 - 4.4 Contractor is responsible for all transportation, shipping and handling charges, and parts necessary to perform all warranty repairs. Transport of equipment between University and repair site is also the responsibility of the contractor.

5. On-site Services: The contractor must deliver, set-up, and install the new equipment. Installation must include software integration.
 - 5.1 The contractor must deliver all equipment to the designated location at Southeast Missouri State University in Cape Girardeau, Missouri, remove all shipping crates, and discard all wrapping, etc.
 - 5.2 The equipment must be installed at the designated location at Southeast Missouri State University in Cape Girardeau, Missouri. Pre-installation instructions must be provided to the University a minimum of two (2) weeks in advance of scheduled installation.
 - 5.3 Delivery must be scheduled a minimum of two (2) weeks in advance. The contractor shall fully coordinate its activities with those of the University.
 - 5.4 The contractor will be responsible for all travel plans, accommodations, etc., and expenses incurred for accomplishing the on-site set-up, installation, etc.
6. Training: The contractor must provide training on the new equipment to include both on-site and off-site training.
 - 6.1 Three (3) days of on-site training for a small (less than 10) group of students, faculty, and other researchers immediately following installation of the equipment. The contractor would be responsible for all travel plans, accommodations, etc. for on-site training.
 - 6.2 Optional off-site classroom training for powder analysis software to be held at a time and location mutually agreed upon by the University and contractor. A minimum of three (3) University individuals would attend and the contractor would be responsible for tuition fees for those individuals.
 - 6.3 Optional remote training, upon request, totaling at least eight (8) hours.
7. 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.
8. All prices 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 opening date of the Invitation for Bid.
 - 8.1 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 University will consider milestone billing based upon the various tasks required of this project. The contractor shall submit original invoice(s). Payment will be made upon submittal of the invoice(s) on a Net 45 basis unless discount terms are offered.
9. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Regents, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the 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.

10. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Regents, agencies, employees, and assigns.
11. 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.
 - 11.1 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.
 - 11.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 11.3 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.

**SOUTHEAST MISSOURI STATE UNIVERSITY
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BIDDER'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. Bidders are encouraged to check such frequently for updates, amendments, etc. The University will update the website upon award. In addition, the bidder can complete and submit a Vendor Registration Application using the website referenced above.
2. Bids must be completed, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and time as specified on the IFB cover sheet. Due to extenuating circumstances as a result of the Coronavirus Pandemic, responses should be emailed to abhancock@semo.edu. The University will only open responses after the due date and time AND will keep all responses secure.
3. Any bidder with questions should contact Amy Hancock, Senior Buyer, at (573) 651-2021 or via email at abhancock@semo.edu. All bidders and/or anyone else acting on their behalf must direct their questions or comments regarding the IFB, evaluation, etc., to the Purchasing Department. Bidders may not contact other University employees regarding any of these matters while the IFB and evaluation are in process.
 - 3.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications, or requirements of the IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. The bidder must submit such in writing no later than seven (7) calendar days prior to the IFB opening date via email to abhancock@semo.edu.
4. Evaluation Process: Any award accomplished as a result of this Invitation for Bid shall be based on the lowest and best bid 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 bidder's package.
 - 4.1 Cost 60%
 - 4.2 Proposed Equipment/Warranty/Contractor Support 40%
5. COST: Cost shall be evaluated based upon the firm, fixed price indicated by the bidder on the Pricing Page. The bidder shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.
6. PROPOSED EQUIPMENT/WARRANTY/CONTRACTOR SUPPORT: The bidder should fully describe all proposed equipment and related services. The bid response should specifically include the following:
 - 6.1 Full description of the proposed equipment that meets or exceeds the specifications listed herein.
 - 6.2 Provide the manufacturer's brochure for the proposed equipment.

- 6.3 Describe the equipment warranty in detail, to include service and support.
 - 6.4 Describe warranties associated with X-ray tubes and generator system.
 - 6.5 Describe the maintenance schedule of X-ray tubes and expected lifetime under normal operating conditions.
 - 6.6 Describe in detail the training which will be provided to University personnel including any off-site training opportunities.
 - 6.7 Describe the typical schedule, and any fees, associated with software maintenance.
 - 6.8 Describe classes available for software training.
 - 6.9 Describe the requisite experience, resources, qualifications, and capacity to support the needs of the University over the long term, including a brief description of the resources for support, including location of nearest service engineers.
7. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. Vendors may access the current W-9 form at <http://www.semo.edu/accountspayable>. The completed W-9 form may be submitted with the bid response.
 8. Vendor Business Information: It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the bidder is requested to complete and return Attachment 1 with the bid response. Completion of this Attachment does not affect contract award.
 9. The attached Terms and Conditions, Invitation for Bid (revised 08/27/2019), are hereby incorporated. Bidder's terms and conditions which conflict with this Invitation for Bid and/or the attached Terms and Conditions could result in rejection of the bidder's response.
 10. Due to the unforeseen future as a result of the Coronavirus Pandemic, the award of this Invitation for Bid could be delayed. If necessary, the University reserves the right to request pricing remain valid for more than 90 days from bid opening.

**SOUTHEAST MISSOURI STATE UNIVERSITY
MULTIPURPOSE X-RAY DIFFRACTOMETER SYSTEM
INVITATION FOR BID 5955**

PRICING PAGE

The bidder must complete, sign, and return this Pricing Page in addition to all other information requested herein. A firm, fixed unit price must be provided for the item listed below. As the University only accepts items shipped FOB destination, each unit price must include all applicable charges (such as shipping, handling, delivery, assembly, installation, training, warranty, etc.).

Manufacturer/model: The bidder may propose any equipment that meets or exceeds the specifications listed herein. However, the bidder must state below the manufacturer and model number of the proposed item. In addition, the bidder must specify the number of business days required for delivery after receipt of a purchase order.

1. Multipurpose X-ray Diffractometer System

\$ _____ firm, fixed price

_____ business days ARO for delivery

Manufacturer/model

By signature below, the bidder affirms that all prices are quoted pursuant to the terms and conditions of Invitation for Bid 5955. In addition, the bidder understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 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. (See Attachment 2).

Company Name

Signature/Date

ATTACHMENT 1 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 2
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 2 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.

ATTACHMENT 2 continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

Signature of Notary

Date

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

1. TERMINOLOGY/DEFINITIONS

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

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

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

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

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

6. BID OPENING

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

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB, (2) is the lowest or best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB, and (3) complies with Sections 34.010 and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in the IFB, the University reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Purchasing Department to the successful bidder. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Purchasing Department reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for bidders to view for a reasonable period of time.
- n. Any bid award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

8. CONTRACT/PURCHASE ORDER

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

- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

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 IFB.
- e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

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

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

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

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