

REQUEST FOR PROPOSALS

Return proposals to:

Harris-Stowe State University
Business Office, Room 105
3026 Laclede Avenue
St. Louis, MO 63103

RFP NO.: 57812185

DATE: July 3, 2012

Buyer: Barbara A. Morrow

TEL: (314) 340-5763

RECEIVED FROM:

Harris-Stowe State University is requesting proposals for additional internet services from an Internet Service Provider (ISP). **Proposals must be submitted no later than 2:00 p.m. on Wednesday, July 25, 2012 in room 105 of the Dr. Henry Givens, Jr., Administration (HGA) building** and will then be opened in **Room 017-Conf at 2:15 p.m.** Any proposal received after **2:00 p.m. on Wednesday, June 25, 2012**, shall not be accepted and will be returned to the offeror unopened. No award shall be made at the time proposals are opened. Proposals are to be mailed to:

**Harris-Stowe State University, Attn: Barbara A. Morrow
3026 Laclede Avenue, Room 105, St. Louis, MO 63103**

PROPOSAL MUST BE SIGNED TO BE VALID

The bidder hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document upon either the receipt of an authorized Purchase Order from Purchasing, or when this document is countersigned by Purchasing as a binding Contract. The bidder further agrees that the language of this document shall govern in the event of a conflict with His or Her proposal. If incorporated - Where? _____

COMPANY NAME: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ TEL: _____

(please sign here)

(please type or print name here)

TITLE: _____ FED. ID OR SSN: _____

NOTICE OF AWARD: _____ PURCHASE ORDER#: _____

(Signature of Director of Business Services)

(Date)

PART ONE

BACKGROUND INFORMATION

SECTION ONE: General Information

Harris-Stowe State University traces its origin back to 1857 when it was founded by the St. Louis Public Schools as a normal school and thus became the first public teacher education institution west of the Mississippi River, and the twelfth such institution in the United States.

This normal school was Harris-Stowe's first predecessor institution, and was restricted to white female students who would become the City of St. Louis' public elementary school teachers. This normal school later became a four-year college, named Harris Teachers College, in honor of William Torrey Harris. Dr. Harris had served as the Superintendent of Instruction of the St. Louis Public Schools and had also served as a United States Commissioner of Education.

The Normal School began offering in-service education for St. Louis white teachers, as early as 1906. and, later, in 1920 became a four-year undergraduate teachers college, authorized to grant a Bachelor of Arts Degree in Education. In 1924, the College received accreditation from the North Central Association of Schools and Colleges. Accreditation from other agencies followed, including accreditation by the American Association of Colleges for Teacher Education and the National Council for the Accreditation of Teacher Education.

A second predecessor institution was Stowe Teachers College which began in 1890 as a normal school for future black teachers of elementary schools in the City of St. Louis. This normal school was also founded by the St. Louis Public School System and was an extension of Sumner High School. In 1924, the Sumner Normal School became a four-year institution with authority to grant the baccalaureate degree. In 1929, its name was changed to Stowe Teachers College, in honor of the abolitionist and novelist, Harriet Beecher Stowe.

These two teacher education institutions were merged by the Board of Education of the St. Louis Public Schools in 1954 as the first of several steps to integrate the public schools of St. Louis. The merged institution retained the name Harris Teachers College. Later, in response to the many requests from alumni of Stowe Teachers College and members of the Greater St. Louis Community, the Board of Education agreed to restore to the College's name the word "Stowe", and to drop the word, "teachers".

Part One, **BACKGROUND INFORMATION** (Continued)

SECTION ONE: General Information (Continued)

In 1979 the General Assembly of the State of Missouri Senate Bill 703, under which Harris-Stowe State College became the newest member of the State system of public higher education. The Institution's name was again changed by the addition of the word, "State," and since then has been officially known as Harris-Stowe State College. In addition to the name change, the College's baccalaureate degree was changed to Bachelor of Science in Education. In compliance with new State standards and teacher certification requirements, the College's teacher education curriculum was modified and three separate teacher education majors were approved: early childhood education, elementary school education, and middle school/junior high school education.

In 1981, the College received State approval for a new degree program -- the Bachelor of Science in Urban Education. This program was the only one of its kind at the undergraduate level in the United States and is designed to prepare non-teaching urban education specialists who will be effective in solving the many urban-related problems facing today's urban schools. Later this degree program was expanded to include the preparation of non-teaching specialists in many other urban-related fields.

In 1993, the State Governor signed into law Senate Bill 153 which authorized the College to expand its mission in order to address unmet needs of Metropolitan St. Louis in various applied professional disciplines. In response to that authority, Harris-Stowe developed two new baccalaureate degree programs: (1) Business Administration with professional options in Accounting, Management Information Systems, General Business and Marketing; and (2) Secondary Teacher Education with subject-matter options in Biology, English, Mathematics, and Social Studies. The College, soon after, began developing new baccalaureate programs in other professional areas, including Criminal Justice and Management of Health and Medical Services. These new programs are "two-plus-two" baccalaureates based on relevant community college associate degrees.

In August of 2005, upon the urging of Governor Matt Blunt, and the approval of the State General Assembly, Harris-Stowe State College became Harris-Stowe State University.

Thus, from its beginnings as two normal schools in the mid- and late 19th Century to its present status as a State institution of public higher education, Harris-Stowe State University and its predecessor institutions have always been in the forefront of teacher education. Now, with its mission expanded to include other professional disciplines, the University will provide greatly needed additional opportunities to Metropolitan St. Louisans in other important fields of endeavor. The University will, therefore, continue its quest for excellence in all of its offerings and strive even more to meet the complex and demanding challenge of preparing students for effective roles in this region's various professions.

SECTION ONE: General Information (Continued)

Harris-Stowe State University is dedicated to the advancement of people through learning. Every social institution is, in some way, special; educational institutions are particularly so because they alone have been established to promote learning in formal and appropriately-designed settings. This University recognizes and accepts as an integral aspect of its mission the task of providing urban-oriented experiences, which will enable its students to function as constructive agents of change for the improvement of urban living.

The demands of today's society require the services of professionals; Harris-Stowe State University is well-known for its four-year professional education programs. The University began its distinguished career in undergraduate higher education with the exclusive purpose of developing highly competent and effective teachers for the elementary school. To this focus the University long ago added in-service, increased pre-service, and professional development programs. A few years ago, the primary purpose of Harris-Stowe was expanded to include the development of a non-teaching professional baccalaureate degree aimed at preparing humane problem-solvers for educational systems and community agencies.

Now, with an expanded mission, the academic thrust of the University has been broadened to include other greatly needed professional areas: in Business Administration, in Secondary Teacher Education, in Elementary Teacher Education, in Urban Education, in Liberal Arts, in Criminal Justice, and in the effective Management of Medical and Health services programs, and is collaborating with several sister institutions – both in and outside the metropolitan region in offering graduate-level programs.

Harris-Stowe is unique among midwestern institutions of higher education. This uniqueness is derived from two main characteristics: (1) its philosophy which stresses the importance of the learning potential of each individual student, and (2) its high accessibility--both geographical and financial.

Program Emphases: Fourteen (14) Bachelor of Science degree programs, and collaborative graduate degree programs in teacher education, business, criminal justice, biology and mathematics.

Harris-Stowe has approximately 220 full time employees and an enrollment of approximately 1,900 students. The campus presently consists of seven (7) buildings, the Dr. Henry Givens, Jr. Administration building; the Southwestern Bell Technology Resource Center Library; the former Vashon Community Center building; the Emerson Physical Education/Performing Arts Center; the Gillespie Residence Hall/Student Center which opened on August 15, 2006; the William L. Clay Early Child Development and Parenting Education Center which opened August 24, 2009; and the Freeman R. Bosley, Jr. Residence hall and Dining Facility which opened August 2011. The University also leases a building at 5707 Wilson Avenue for the Busch School of Business Administration.

PART TWO

INTRODUCTION AND GENERAL INFORMATION

SECTION ONE. Introduction and General Information

This document constitutes an Request for Proposals (RFP) for competitive, sealed proposals for an External Evaluator for Harris-Stowe State University (HSSU) as set forth herein and is divided into the following parts:

- a. Part One, Background Information
- b. Part Two, Introduction and General Information
- c. Part Three, Scope of Work
- d. Part Four, General Contractual Requirements
- e. Part Five, Terms and Conditions
- f. Part Six, Proposal. Submission Information
- g. Part Seven, Pricing
- e. Exhibit A., Bidder's Prior Experience/References

SECTION FOUR. Request for Information/Clarification

Questions regarding issuance of this RFP and/or the competitive procurement process, must be directed to Barbara Morrow, Director of Business Services, at (314) 340-5763. Questions about the project or HSSU's IT infrastructure may be directed to the following individual:

James Fogt
Executive Director of IT Services
Harris-Stowe State University, Room 017
3026 Laclede Avenue
St. Louis, MO 63103
(314) 340-3574

PART THREE

SCOPE OF WORK

Harris-Stowe State University (HSSU) is currently accepting proposals for a secondary Internet Service Provider (ISP) solution.

I. Introduction

The following is a list of requirements for a secondary ISP solution at HSSU. To be considered as vendor for HSSU's secondary ISP, these requirements must be satisfied in bid responses:

1.1. Purpose of the Document

This document will serve as a guideline for vendors developing a bid to provide HSSU with a multi-campus ISP solution. The ability of the University to fully meet its objectives through a vendor will be dependent on how closely proposed solutions match the requirements within this document.

HSSU will use the following process to select the proposal that best meets the university's needs.

1. Proposals by ISP vendors will be submitted to HSSU for evaluation by Wednesday, July 25, 2012. Proposals must be complete and offer comprehensive details as to how the solution provider plans to meet the requirements stated by the university. Proposals should state the amount of time the vendor needs to implement their proposed solution (number of days/weeks).

2. Formal proposals will be evaluated on the following criteria:

- 50 points--The proposal is complete and meets or exceeds the project requirements.
- 30 points--The cost for the proposed solution, including installation, maintenance, training, falls within the anticipated project budget.
- 20 points--The solution provider has experience in implementing similar ISP solutions in other environments.

3. An HSSU ISP RFP Review Committee will evaluate all proposals and seek a "best fit" solution based on the requirements in this document. If a "best fit" proposal cannot be determined, the HSSU ISP RFP Review Committee will issue a "no award" recommendation and seek to refine the service scope, requirements, and/or budget.

1.2. Scope of the Services

- HSSU wishes to implement a secondary ISP link at its main campus and a point-to-point link to its main campus from its satellite campus.
- HSSU is seeking a link that will operate at 50 mb/s, both uplink and downlink from its main campus location at 3026 Laclede Ave. St. Louis, MO 63103. This solution must be scalable to a minimum 250 mb/s in 50 mb/s increments on demand.

Part Three, **Scope of Work** (Continued)

- HSSU is seeking a secure point-to-point 10 mb/s connection, both uplink and downlink, from its main campus to its satellite campus location at 5707 Wilson Ave. St. Louis, MO 63110. This solution must be scalable to a minimum 20 mb/s on demand.
- HSSU is seeking a solution that allows its main campus to host all internet traffic originating from its satellite campus.
- HSSU is seeking a solution that allows it to route all student and open access wireless internet traffic on its main and satellite campus through its secondary ISP connection.

1.3. Business Case for the Project

- Harris-Stowe State University is currently upgrading its network infrastructure and services to meet increasing student demand. HSSU's long-range plan includes various Software as Service (SaaS) offerings, which will be hosted by its primary ISP, MORENet. Student and guest internet traffic will be offloaded to the secondary ISP.

II. General Solution Description

2.1. Solution Perspective

- A secondary ISP solution will be adopted by HSSU when an ISP proposal demonstrates that the vendor is able to meet and/or exceed the requirements of the institution. The solution will ensure that the University's internet traffic for students and open access wireless users is routed appropriately through the secondary ISP equipment and services.

2.2. Solution Functions

- The institution currently has a highly functional primary ISP in place for providing internet access to all campus constituents. However, the institution plans to route student and guest internet access through a secondary ISP starting late 2012 or early 2013. Employee ISP traffic will continue to be routed through the primary ISP. It is the intention of the University to more strictly manage ISP traffic through its primary ISP.

2.3. Solution Constraints

- The secondary ISP solution must work with existing and planned HSSU infrastructure, system configurations, and software applications. The proposed solution must be scalable to accommodate current and future ISP needs at HSSU. HSSU is a Windows-, Dell-, Cisco-centric environment.
- Routing of traffic to both the primary ISP and the secondary ISP will be managed by HSSU, which will route appropriate student and guest traffic to the secondary ISP hardware.

Part Three, **Scope of Work** (Continued)

III. Specific Solution Requirements

3.1. ISP and Integration Requirements

- The solution will provide HSSU with a 50 mb/s connection, through which all student and wireless guest internet traffic (identified by client IP ranges in VLANs) will be routed.
- The solution will provide HSSU with a 10 mb/s point-to-point connection from its satellite campus to its main campus. All student and wireless guest internet traffic (identified by client IP ranges in VLANs and originating from the satellite campus) will be routed through the main campus 50 mb/s ISP connection.
- The solution will provide HSSU with access to logs showing activity within the previous 90 days.
- The solution will provide HSSU with access to performance monitoring tools or reports that allow HSSU to assess the current status of its ISP links.
- The solution will provide HSSU with 24/7 support to report issues and concerns related to its ISP links.
- The solution will provide HSSU with 24/7 email, text, or phone alerts should ISP link performance degrade from the 50 mb/s main campus link and/or the 10-20 mb/s point-to-point link between campuses.
- The solution will provide HSSU with three-year contract pricing, in which the vendor will state the percentage cap on yearly increases (e.g.—“For a 50 mb/s connection at year-one pricing of \$1,xxx/month, the maximum increase in year two will be no greater than 3%, provided there are no changes in service levels requested by the customer”).
- The solution must operate at a 99.8% uptime rate.
- The RFP must include a Service Level Agreement to which the ISP adheres during the lifecycle of the contract and describes its uptime guarantee (99.8% or better).

3.2 Security and Monitoring Requirements

The ISP solution will have the following security and monitoring requirements:

- Activity logs must be maintained for a time period of no-less 90 days or provided to HSSU for archival and e-discovery purposes.
- HSSU will monitor ISP resource requests and health within its network perimeter. The ISP solution provider will monitor ISP resource requests and health of its services and equipment outside the HSSU network or provide HSSU IT staff with training and access to monitor system health of on-premise equipment.
- HSSU will provide a minimum of two designated IT contacts to address any vendor concerns.

Part Three, **Scope of Work** (Continued)

3.2. User and System Support Requirements

- HSSU will give preference to solutions that operate with minimal HSSU IT management overhead. However, all proposals where the vendor requires the client to assist with maintenance and troubleshooting of vendor-owned, on premise equipment must formally state the client responsibilities and obligations.
- All proposals must describe the method for accessing client support after implementation (e.g. support-desk phone numbers and options for onsite recovery assistance, if available).
- HSSU will be notified, through its designated contacts, of any planned downtime a minimum of two business days prior to the planned downtime.

3.1 Reporting Requirements

The ISP solution will have the following reporting requirements:

- HSSU will access to resources to check the link status.
- HSSU will access to resources or be provided reports showing the utilization of its links.
- HSSU will access or receive system reports from logs or other event data if/when needed for e-discovery requests from authorities with a legitimate legal concern.
- Reports should be accessible via an appropriate interface or downloadable by a designated HSSU contact upon request.

4.1 Hardware and Communications

- The ISP must provide a diagram of how it intends to connect to the HSSU network. This diagram would normally be generated using topology for a similar higher-education environment in which the vendor provides a similar service.

5.1 Costs

Proposals should state costs of proposed ISP solutions over a 1-3 year period.

- Proposals may be based on a monthly payment cycle or a yearly cycle.
- Proposals must include all costs for a 50 mb/s service on the main campus and a point-to-point 10 mb/s service on the satellite campus.
- Proposals must include all start-up costs incurred by the client.
- Proposals must state the maximum yearly increase that HSSU would incur if no changes are made in its ISP agreement.
- Proposals may include project costs for upgrades of 100, 150, and 200 mb/s at the main campus and 20 mb/s point-to-point service at its satellite campus.
- Proposals must include the cost of the entire implementation with specific breakdowns for the following:
 - Customer hardware purchases/leases
 - Customer software purchases/leases

Part Three, **Scope of Work** (Continued)

- Customer maintenance agreements outside of the ISP service
- Implementation and support fees incurred by the customer

IV. Application and Selection

6.1 Who may apply

Any vendor licensed to sell IT products and services to State of Missouri entities may submit a proposal. Evaluators will consider a vendor's experience in the IT field, experience with implementing ISP solutions, experience working in higher-education environments, and experience working with minority organizations.

7.1 Confidentiality

HSSU does not share confidential vendor information with other vendors. Once proposals are submitted, however, they become the property of the university and serve as evidence that the bid process has met state and federal requirements for fairness and ethical standards.

In the event that a vendor is awarded a contract but is unable to meet its contractual obligations for equipment and services, HSSU reserves the right to revisit candidate proposals in consideration of awarding the project contract to the next best proposal. Vendors must state how long their offer is valid from the date of submission.

8.1 References

Vendors must include a minimum of three references from clients who have partnered with the vendor to implement an ISP solution. References must include contact information for the director of information of technology or equivalent decision maker.

9.1 Proposal format

Proposals must be presented in both hardcopy and electronic form (MS Word 2003 or RTF). Vendors should prepare an overview of their company, including the primary business function, years of operation, experience working with institutions of higher education, and the name(s) of the primary contact individual(s) responsible for submitting and responding to inquiries regarding the proposal. Vendors should submit ten (5) identical hardcopies copies of their proposal and one electronic copy on a CD-R.

10.1 Application Process and Submission schedule

Proposals for ISP solutions must be submitted to HSSU Business Office by 2:00 p.m. on **Wednesday, July 25, 2012**. Proposals must be complete and provide comprehensive details as to how the solution provider plans to meet the requirements stated in this RFP. Proposals should state the amount of time needed to implement the vendor's solution. Vendors should send proposals to the following address:

Part Three, **Scope of Work** (Continued)

Office of Financial and Business Affairs, Room 105 HGAB
c/o Barbara Morrow, Director of Business Services
Harris-Stowe State University
3026 Laclede Ave
St. Louis, MO 63103
(314) 340-5763

11.1 **Decision schedule**

Vendor proposals will be publically opened at **2:15 p.m. on July 25, 2012** at the following location:

Harris-Stowe State University, Room 017-Conf, HGAB
3026 Laclede Ave.
St. Louis, MO 63103

Vendors may attend the public bid opening.

Proposals will be submitted to the HSSU ISP Evaluation Committee for review and recommendation. The HSSU ISP Evaluation Committee will submit a recommendation the HSSU administration on or before July 31, 2012. The decision to award the contract will be made at the discretion of the HSSU administration.

V. Conclusion

A “best fit” solution for ISP solution in a university environment will depend a great deal on a solution provider’s ability to understand the financial and technical challenges so often faced by IT departments within these environments. Harris-Stowe State University must take the opportunity to explore internal and external proposals, even at the risk and having to issue a “no award” recommendation. It is hoped, however, that a solution which meets the core ISP requirements will be presented to the university for consideration.

PART FOUR

GENERAL CONTRACTUAL REQUIREMENTS

SECTION ONE. Acceptance of Proposal

The University reserves the right to accept or reject any and all proposals without any statement or reason therefore. Final acceptance shall be subject to the parties entering into a written agreement including the terms thereof.

SECTION TWO. Additional Terms and Conditions

The University reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SECTION THREE. 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, color, religion, national origin, sex, age, disability, or veteran status. If the Contractor or subcontractor employs at least fifty (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 state of Missouri shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all Bidders Mailing Lists until corrective action is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

PART FOUR, General Contractual Requirements (Continued)

SECTION FOUR. Americans with Disabilities Act

In connection with the furnishing of goods and services under the contract, the Contractor and Contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

SECTION FIVE. Assignments

The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the University.

SECTION SIX. Authorized Personnel

- a. The Contractor shall only employ 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.
- b. If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.
- c. The Contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- d. If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.520, 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:

PART FOUR, General Contractual Requirements (Continued)

SECTION SIX. Authorized Personnel (Continued)

- (1) 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
 - (2) 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
 - (3) Submit to the University a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

SECTION SEVEN. Breach of Contract

The University may cancel the contract at any time for a breach of any contractual obligation by providing the Contractor with a written notice of such cancellation. Should the University exercise its right to cancel the contract for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor. In addition, the University shall declare a breach and cancel the contract immediately, with no penalty 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 in violation of federal law.

SECTION EIGHT. Communications and Notices

Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Contractor at its address as listed on the signature page of the contract, or at such address as the Contractor may have requested in writing or by telegram when delivered to a telegraph office, fee prepaid and addressed to the Contractor at its address as listed on the signature page of the contract, and/or hand carried and presented to an authorized employee of the Contractor at its address as listed on the signature page of the contract.

PART FOUR, General Contractual Requirements (Continued)

SECTION NINE. Confidentiality

- a. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation or material prepared as required by the contract shall be released to the public without the prior written consent of HSSU.
- b. If required by the University, the Contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the Contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- b. The Contractor shall maintain strict confidentiality of all information or records supplied to it by the University or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the University and the student or the student's parent or legal guardian unless such disclosure is required by law.
 - (1) The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees.
 - (2) The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).
- c. The Contractor shall agree that the University utilizing the Contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term as defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the University. In such situations and to provide reasonable assurance of appropriate safeguards, the Contractor shall be required to sign a Business Associate Agreements provided by the University.

PART FOUR, General Contractual Requirements (Continued)

SECTION TEN. Conflict of Interest

The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employee to be an employee of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the University, its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

In accordance with all applicable provisions of the RSMo, no official or employee of the University or its governing body and no 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 proposed contract.

The Contractor covenants that he or she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

SECTION ELEVEN. Contract

The contract between the University and the Contractor shall consist of (1) the RFP, amendments thereto, and any with RFP changes/additions, (2) the contractor's proposal including any contractor response(s), (3) clarification of the proposal if any, and (4) the University's acceptance of the proposal by "notice of award." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by full text or reference. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the University reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern. The Contractor is cautioned that his/her proposal can be subject to acceptance by the University without further clarification.

SECTION TWELVE. Contract Award

The RFP does not, by itself, obligate the University. The University's obligation will commence when the contract is approved (signed) by the procurement official. Upon written notice to the Contractor, the University may set a different starting date for the contract. The University will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the University.

PART FOUR, General Contractual Requirements (Continued)

SECTION THIRTEEN. Contract Period

The contract will commence on 1 August 2012 and end on June 30, 2013. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for one (1) additional one-year period, or any portion thereof. In the event the University exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

SECTION FOURTEEN. Contractor Liability

The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligations to save the University and the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The Contractor also agrees to hold the University and the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
- b. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above), or (2) economic consequential damages (including lost profits or savings) or incidental damages, event if the Contractor is informed of their possibility.

PART FOUR, General Contractual Requirements (Continued)

SECTION FIFTEEN. Contractor Status

The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employee to be an employee of the University.

The Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the University and the State of Missouri, its officers, agents and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

SECTION SIXTEEN. Delivery

Unless specifically stated otherwise in the contract, any and all materials, reports etc., required under the contract shall be delivered FOB Destination to the University. The Contractor's invoice(s) must identify the University's contract number. Payment will be made to the name and address identified in the contract as the "Contractor" unless (1) the Contractor has authorized a different name and mailing address in writing, or (2) unless a court of law specifies otherwise. The Contractor should not invoice federal tax. The University's federal and state tax ID #s may be obtained from the Business Office.

SECTION SEVENTEEN. Evaluation Process

- a. The evaluation will include the original contract period plus renewal option periods.
- b. The bidder should provide a minimum of four (4) active local accounts as references. The following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors that are similar to the requirements of the RFP.
 - (1) Name, address and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - (2) Dates of the service/contract; and
 - (3) A brief, written description of the specific prior services performed and requirements thereof.
- c. The bidder should submit or describe the bidder's proposed equipment and supplies/materials.
- d. The bidder may utilize Exhibit A for providing the above described information or may use any other method necessary.

PART FOUR, General Contractual Requirements (Continued)

SECTION EIGHTEEN. Executive Order 07-13

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.

The University shall declare a breach and cancel the contract immediately, with no penalty, 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 in violation of federal law.

SECTION NINETEEN. Gratuities

University procurement personnel, evaluators, and any other persons involved in the procurement decisions are prohibited from accepting for personal benefit: gifts, meals, trips, or any other item of significant value of a monetary advantage from a Contractor.

SECTION TWENTY. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Contractors are subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

SECTION TWENTY-ONE. Identification of Authorized Representative

The Contractor shall, within five (5) days after the award of the contract, submit a written identification and notification to the University of the name, title, address and telephone number of one (1) individual with its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described as deemed necessary provided that the University is notified immediately.

SECTION TWENTY-TWO. Insurance

The Contractor shall understand and agree that the University and the State of Missouri 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 have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University and the State of Missouri, its agencies, 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 shall include an endorsement that adds the University as an additional insured. Self-insurance coverage or another

PART FOUR, General Contractual Requirements (Continued)

SECTION TWENTY-TWO. Insurance (Continued)

alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the University is protected as an additional insured. In the event any insurance coverage is cancelled, the state agency must be notified immediately.

Failure of a Contractor to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract.

SECTION TWENTY-THREE. Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE)

In accordance with Executive Order 05-30, state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to 10% and 5%, respectively. (Also, see RSMo 37.020.

1. A MBE must be at least fifty-one percent (51%) owned and controlled by one or more persons who are United States citizens and members of one of the following racial minority groups: Black, American Indian, Hispanic, Asian Americans or other similar racial groups.
2. A WBE must be at least fifty-one percent (51%) owned and controlled by women who are United States citizens.
3. In order to assist HSSU in meeting MBE/WBE contracting goals, the bidder is encouraged to utilize MBEs/WBEs for any subcontracts awarded for services and/or equipment provided pursuant to the contract. The bidders should indicate if any subcontractors will be used to fulfill the requirements of the contract. The bidder should provide specific information regarding subcontracts such as: name of subcontractor, nature and value of subcontract work, etc. The bidder should indicate whether or not the subcontractor qualifies as a MBE/WBE. Subcontract work shall be defined as work that provides a commercially useful function directly related to the delivery of the service/product required.

SECTION TWENTY-FOUR. Non-Discrimination and ADA

The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance

PART FOUR, General Contractual Requirements (Continued)

SECTION TWENTY-FOUR. Non-Discrimination and ADA (Continued)

and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities.

- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- i. Missouri Governor’s E.O. #05-30; and
- j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the supplies/services provided via the contract.

SECTION TWENTY-FIVE. Property of State

All documents, data, reports, supplies, equipment and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the University. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the University.

SECTION TWENTY-SIX. Remedies

No provision in the document or in the Contractor’s response shall be construed, expressly or implied, as a waiver of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract made by the Contractor.

PART FOUR, General Contractual Requirements (Continued)**SECTION TWENTY-SEVEN. Rights**

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 contract may have under the antitrust laws of the United States or University for which causes of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the Contractor in the fulfillment of the contract with the University.

SECTION TWENTY-EIGHT. Subcontractors

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the University and to ensure that the University and the State of Missouri are indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the University and the Contractor.

- (1) The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible all legal and financial responsibilities related to the execution of a subcontract.
- (2) The Contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
- (3) Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ and unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - i. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - ii. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

PART FOUR, General Contractual Requirements (Continued)

SECTION TWENTY-NINE. Substitution of Personnel

The Contractor agrees and understands that any substitution of the specific key individuals(s) and/or personnel qualifications identified in the proposal must be with individual(s) of equal or better qualifications than originally proposed.

SECTION THIRTY. Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the University's rights under any contract resulting from the RFP will be considered null and void. The University is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. If a conflict arises after award of contract:

- a. If a conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b. If the University's rights would be diminished as a result of application of a supplemental term or condition included in the proposal or any subsequent agreement, the supplemental term or condition included in that proposal or subsequent agreement, will be considered null and void.
- c. If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION THIRTY-ONE. Transition

- a. Upon award of the contract, the Contractor shall work with HSSU and any other organizations designated by HSSU to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by HSSU.
- b. Upon expiration, termination or cancellation of the contract, the Contractor shall assist HSSU to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by HSSU. If requested in writing, the Contractor shall provide and/or perform any or all of the following responsibilities:
 1. The Contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, master, or printing elements, etc., which are required to be produced under the terms of the contract to HSSU and/or to HSSU's designee within seven (7) working days after receipt of the written request.

PART FOUR, General Contractual Requirements (Continued)

SECTION THIRTY-ONE. Transition (Continued)

2. The Contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
3. The Contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by HSSU, in order to insure the completion of such service prior to the expiration of the contract.

SECTION THIRTY-TWO. Vendor Tax Compliance

Pursuant to section 34.040.6, RSMo, and the vendor compliance guidelines for Section 34.040.6, RSMo, Vendor Compliance – Bids-Proposals/Contract Renewals/Single Feasible Source-Cooperative Purchase-Contract Assignment, the University shall not contract for goods and services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in Missouri but fails to collect and properly pay the tax as provided in chapter 144, RSMo. An “affiliate of the vendor” shall mean any person or entity that is controlled by or is under common control with the vendor, whether stock ownership or otherwise.

SECTION THIRTY-THREE. Work Authorization

1. Pursuant to section 285.530, RSMo, the University as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, shall, **by sworn affidavit and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Business entities shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Effective September 1, 2009**, any entity contracting with the state or any political subdivision of the state shall only be required to provide the referenced affidavit on an annual basis. (E-Verify documentation)
2. **Executive Order 07-13**: 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.

PART FIVE

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties, and performance shall be governed by the specifications and requirements contained herein. Any change must be accomplished by a formal, signed amendment prior to the effective date of such change.

SECTION ONE. Applicable Laws and Regulations

- 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 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 provisions 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 the law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The Contractor shall only employ 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.

SECTION TWO. 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 University immediately.
- b. Upon learning of any such actions, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

PART FIVE, Terms and Conditions (Continued)

SECTION THREE. 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 ten (10) working days from notification, or at a minimum the Contractor must provide the University within ten (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. If it is determined the University improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 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.

If the state cancels the contract for breach, the state reserve 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 state deems appropriate, and charge the Contractor for any additional costs incurred thereby.

SECTION FOUR. Communications and Notices

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

PART FIVE, Terms and Conditions (Continued)

SECTION FIVE. Conflict of Interest

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with section 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The Contractor hereby covenants that at the time of 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 conflict.

SECTION SIX. Delivery

Time is of the essence. Deliveries must be made no later than the stated time, or within a reasonable period of time, if a specific time is not stated.

SECTION SEVEN. Inspection and Acceptance

- a. No equipment, supplies and/or services received by an agency of the State pursuant to a contract shall be deemed accepted until the agency 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 reasonable 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 State may have.

SECTION EIGHT. Inventions, Patents and Copyrights

The Contractor shall defend, protect and hold harmless the State of Missouri, 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.

PART FIVE, Terms and Conditions (Continued)

SECTION NINE. Invoicing and Payment

- a. The University and the State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- 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 and the State of Missouri 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 and the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

SECTION TEN. 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, color, religion, national origin, sex, age, disability, or 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 and upward mobility system, a wage and salary structure and standards applicable to layoff, recall, discharge, demotion and discipline;

PART FIVE, Terms and Conditions (Continued)

SECTION TEN. Non-Discrimination and Affirmative Action (Continued)

- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor executive and to provide for future planning.

If discrimination by a Contractor is found to exist, the University shall take appropriate enforcement actions which may include, but not necessary 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.

SECTION ELEVEN. Termination:

The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty of recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive compensation for services and/or supplied delivered to and accepted by the University pursuant to the contract prior to the effective date of termination.

SECTION TWELVE. Warranty

The Contractor expressly warrants that all equipment, supplies and/or services provided shall:

- a. Conform to each and every specification, drawing, sample or other description;
- b. Be fit and sufficient for the purpose intended;
- c. Be merchantable;
- d. Be of good materials and workmanship; and
- e. Be free from defect.

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.

PART SIX

PROPOSAL SUBMISSION INFORMATION

SECTION ONE. Submission of Proposals

- a. Proposals must be priced, signed, sealed and returned (with all necessary attachments) to the Business Office, Room 105, by the proposal .opening date and time specified in the RFP. The bidder should include three (3) additional copies along with their original proposal.
- b. Recycled Products – The University and the State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the Contractor is requested, but not required, to print the proposal .double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding. Lengthy proposals may be submitted using printer or other loose leaf paper in a notebook or binder.
- c. Open Records – Pursuant to section 610.021(12), the proposal shall be considered an open record after a contract is awarded or after all the proposals have been rejected and the RFP is cancelled.

SECTION TWO. Determination of Responsiveness

Any proposal .which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.

SECTION THREE. Determination of Responsibility and Reliability

The University shall determine the responsibility and reliability of the lowest responsive bidder.

- a. HSSU reserves the right to reject any proposal .received as unacceptable for reasons which may include but not necessarily be limited to: 1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the bidder within the past five (5) years; and/or 2) inability of the bidder to document recent responsible and reliable past experience/performances similar to the services required.
- b. If the lowest responsive bidder is determined to not be responsible and reliable, the University shall conduct a determination of responsibility and reliability for the next lowest responsive bidder.

PART SIX, Proposal Submission Information (Continued)

SECTION FOUR. Determination of Award

The contract will be awarded to the lowest, responsive, and responsible and reliable bidder demonstrating the necessary knowledge, experience and resources to accomplish the requirements set forth in this document.

SECTION FIVE. Evaluation/Award Process

The award of a contract resulting from this RFP shall be based on the lowest and best bid. Formal proposals will be evaluated on the following criteria:

- 50 points--The proposal is complete and meets or exceeds the project requirements.
- 30 points--The cost for the proposed solution, including installation, maintenance, training, falls within the anticipated project budget.
- 20 points--The solution provider has experience in implementing similar ISP solutions in other environments.

The University reserves the right to reject any proposal received as unacceptable for reasons which may include but not necessarily be limited to receipt of any information, from any source, regarding unsatisfactory performance of similar services by the Contractor within the past five (5) years.

PART SEVEN

PRICING

Bidder MUST complete and return this document with his/her proposal.

1. The bidder shall state a firm fixed price for providing all services listed in the specific requirements section of the contractual requirements in accordance with this document.

Price for services during original contract period

August 1, 2012 through June 30, 2013 \$ _____

Contract Extension:

HSSU shall have the sole option to renew the contract in a one (1) year increment, or a portion thereof, for a maximum of four (4) additional years.

The bidder must indicate below the maximum price applicable to the renewal option years. If a dollar amount is not quoted (i.e., left blank), HSSU shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as “a percentage of the then current price” or “consumer price index” are NOT ACCEPTABLE.

The amounts indicated below shall be used in the evaluation to determine the potential maximum financial liability to HSSU. Indicate the prices to be charged for each renewal period. Note that these maximum prices can reflect price increases or decreases over the original contract prices.

1st Renewal Period \$ _____
(1 August 2013 – 30 June 2014)

2nd Renewal Period \$ _____
(1 August 2014 – 30 June 2015)

3rd Renewal Period \$ _____
(1 August July 2015 – 30 June 2016)

4th Renewal Period \$ _____
(1 August 2016 – 30 June 2017)

:

EXHIBIT A

BIDDER'S PRIOR EXPERIENCE/REFERENCES

PRIOR SERVICES PERFORMED FOR:

ADDRESS_____CITY_____STATE_____ZIP_____

PERSON FAMILIAR WITH PERFORMANCE_____

TITLE_____TELEPHONE NO._____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM:_____TO:_____

SUMMARY OF SERVICES PERFORMED: _____

PRIOR SERVICES PERFORMED FOR:

ADDRESS_____CITY_____STATE_____ZIP_____

PERSON FAMILIAR WITH PERFORMANCE_____

TITLE_____TELEPHONE NO._____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM:_____TO:_____

SUMMARY OF SERVICES PERFORMED: _____

EXHIBIT A (Continued)

BIDDER’S PRIOR EXPERIENCE/REFERENCES (Continued)

PRIOR SERVICES PERFORMED FOR:

ADDRESS_____ CITY_____ STATE_____ ZIP_____

PERSON FAMILIAR WITH PERFORMANCE_____

TITLE_____ TELEPHONE NO._____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM:_____ TO:_____

SUMMARY OF SERVICES PERFORMED: _____

PRIOR SERVICES PERFORMED FOR:

ADDRESS_____ CITY_____ STATE_____ ZIP_____

PERSON FAMILIAR WITH PERFORMANCE_____

TITLE_____ TELEPHONE NO._____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM:_____ TO:_____

SUMMARY OF SERVICES PERFORMED: _____

EXHIBIT A (Continued)

BIDDER’S PRIOR EXPERIENCE/REFERENCES (Continued)

PRIOR SERVICES PERFORMED FOR:

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE NO. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM: _____ TO: _____

SUMMARY OF SERVICES PERFORMED: _____

PRIOR SERVICES PERFORMED FOR:

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PERSON FAMILIAR WITH PERFORMANCE _____

TITLE _____ TELEPHONE NO. _____

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM: _____ TO: _____

SUMMARY OF SERVICES PERFORMED: _____

ATTACHMENT 3
EXPERTISE OF PERSONNEL

Staff Member	Background and Expertise of Personnel
1.	<div><div></div><div>(Name)</div><div></div><div>(Title)</div></div>
2.	<div><div></div><div>(Name)</div><div></div><div>(Title)</div></div>
3.	<div><div></div><div>(Name)</div><div></div><div>(Title)</div></div>
4.	<div><div></div><div>(Name)</div><div></div><div>(Title)</div></div>