REQUEST FOR PROPOSAL NUMBER B0003384

Purchasing Department
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS

FOR

SHORETEL SUPPORT, REPAIR AND MAINTENANCE

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Assistant Controller
Phone: 314 539-5227 or email: cgreen2@stlcc.edu

RFP CLOSING DATE: Friday, March 20, 2015
RFP CLOSING TIME: 2:00 p.m., local time

Date Issued: February 17, 2015
INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. **Bids may be delivered via email** to the Cynthia Green/Purchasing @ cgreen2@stlcc.edu on or before the time and date stipulated in the Request for Proposal document. **All late bids will be rejected.**

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. **The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)**

4. **All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid. Bidders are to sign and include all addendums with each bid being submitted.

9. Bidders are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

**DEMAND AND INVOICING INFORMATION**

1. Invoices must be submitted to: Accounts Payable  
   St. Louis Community College  
   300 S. Broadway  
   St. Louis, MO 63102  
   Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

2. The College renders payment only after delivery of services.

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is 11166584.
REQUEST FOR PROPOSAL NUMBER B0003384

BUYER: Cynthia Green    (314) 539-5227

DATE ISSUED: February 17, 2015

ITEMS/SERVICE REQUESTED: ShoreTel Maintenance

Electronic proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation.

DATE & TIME BID WILL BE OPENED AND READ: Friday, March 20, 2015 at 2:00 p.m. CST.

If this request for proposal is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the items or sections designated below when signed by an authorized representative of the College and returned to the Respondent. By signing and submitting this RFP, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Request for Proposal. All purchases are subject to the terms and conditions contained in and attached to this Request for Proposal. By submitting a response, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this proposal. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Prices quoted are guaranteed for ________ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (120 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, PROPOSAL WILL BE DISQUALIFIED.

(SELLER – Company Name)

_________________________________________
FEDERAL TAX ID

_________________________________________
(Signature)

_________________________________________
(Printed Name and Title)

_________________________________________
(Company Address)

_________________________________________
(City/State/Zip Code)

Bid is accepted for the College by:

_________________________________________
(Signature)  Cynthia Green, Assistant Controller

Items/Sections Accepted:

RFP- B0003384 ShoreTel Maintenance
The purpose of this Invitation for Bid is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period: Three (3) full years, with an option to renew for two (2) consecutive one (1) year periods

Requested Contract Start Date: June 1, 2015

Estimate of Contract Quantity or Dollar Expenditure: TBD

Contract Liaison Person (to be completed by bidder):

__________________________________  ______________________________________
(Name/Title)  E-mail address

_______________________________
(Telephone)
St. Louis Community College (the College) is soliciting bids for:

1) Support/Repair/maintenance agreement for our district-wide ShoreTel Phone system.

2) List of contracted percent discount off list price of new purchase of ShoreTel equipment and services, any hourly labor rates for technician and tier 2 support, on an as needed basis for all College locations.

The award of item 1 & 2 will be made with the intention of June 1, 2015 go live date. The term of items 1 & 2 will be for the period of three (3) years with the option to renew for two (2) consecutive one year terms, to begin June 1, 2015. The College reserves the right to award this contract Section by Section or all or nothing basis, whichever is in the best interest of the College.

INSTRUCTIONS TO ALL BIDDERS

The College reserves the right to make the final determination on the bidders’ ability to comply with all requirements listed herein. If Supplier fails to comply with the terms and conditions of the agreement, the College reserves the right to cancel the agreement upon a 30 day written notification.

RFP Timeline:
Release bid: February 17, 2015
Deadline for submission of questions February 27, 2015 5:00 p.m. CST
Answers returned to all respondents March 3, 2015
Bid Due Date: March 20, 2015

The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states:

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

The affidavit included in Attachment A must be completed and notarized to meet this provision.

Submission of Proposals:

Bidders must submit one (1) original and two (2) copies of their proposal(s) on or before March 20, 2015 at 2 pm CST to:

St. Louis Community College
300 South Broadway
St. Louis, MO 63102
Attn: B0003384

RFP- B0003384 ShoreTel Maintenance
**Evaluation of Bids**

**Bids will be evaluated on the following criteria:**
- Overall projected cost of services  
  - 50%
- Quality/experience of managerial and technical staff  
  - 50%
- Total  
  - 100%

**Questions**
All questions regarding this RFP must be submitted in writing by Friday, February 27, 2015, to Cynthia Green, Assistant Controller at cgreen2@stlcc.edu. Addendums will be issued to answer all questions that are submitted in writing; all addendums will be posted on the College’s website at www.stlcc.edu/purchasing. Bidders must check the College’s website prior to submission of responses to ensure all addenda are reviewed, signed and submitted with bid responses.

Unless otherwise amended, the deadline for submission of proposals is: **March 20, 2015 at 2:00 PM CST.** All proposals or unsolicited amendments to proposals arriving after the closing date and time will not be considered.
CURRENT ENVIRONMENT

The major locations where equipment is located are:

Cosand Center                                       Forest Park Campus
300 S. Broadway                                     5600 Oakland Ave.
St. Louis, Mo. 63102                                 St. Louis, Mo. 63110

Florissant Valley Campus                            Meramec Campus
3400 Pershall Rd                                     11333 Big Bend Blvd
St. Louis, Mo. 63135                                 St. Louis, Mo. 63122

Wildwood Campus
2645 Generations Dr.
Wildwood, Mo. 63040

The satellite locations where equipment is also located are:

South County Educational & University Center        Highland Park Center
4115 Meramec Bottom Rd.                             5460-64 Highland Park Dr.
St. Louis, Mo. 63129                                St. Louis, Mo. 63110

Harrison Education Center (HEC)                     Bridge Park
4666 Natural Bridge Rd.                             1005 N Warson Rd.
St. Louis, Mo. 63106                                St. Louis, Mo. 63122

The Cosand Center is the Headquarters location for the current ShoreTel phone system. All locations are connected by a switched Ethernet network. Wildwood serves as a back-up data center for many enterprise systems.

The Highland Park Center is physically adjacent to the Forest Park campus with underground fiber and copper pairs connecting the two. The Forest Park Art Annex is adjacent to the campus and is connected with underground fiber to the Forest Park network.
STLCC Campus Network Overview
Following is a list of existing equipment at the various locations:

**Headquarters (Located in the Cosand Center)**

Headquarters:
- Two SC-220T1A for two District wide LD PRIs
- One ShoreTel SA-100 Conference Bridge licensed for 40 users

Cosand:
- Five ShoreTel 220T1A, two have the Cosand PRIs, ~270 IP Phones
- Six ShoreTel 24A, ~55 Analog Phones or Bells

Corporate College (McKelvey):
- Two ShoreTel 220T1A, Uses Cosand PRIs, ~108 IP Phones
- One ShoreTel 24A, ~8 Analog Phones or Bells
- DVS, Uses the Cosand DVS

**Forest Park (Includes Art Annex, HEC, and Highland Park)**

Forest Park:
- Six ShoreTel 220T1A, two have the Forest Park PRIs, ~710 IP Phones
- Five ShoreTel 24A, ~82 Analog Phones or Bells

William J Harrison Education Center (HEC):
- One ShoreTel 90V, uses Forest Park PRIs, ~41 IP Phones, and 22 Mailboxes
- One ShoreTel 24A, ~3 FAX, Analog Phones or Bells

**Florissant Valley (Including Bridge Park)**

Florissant Valley
- Six ShoreTel 220T1A, two have the Florissant Valley PRIs, ~685 IP Phones
- Eight ShoreTel 24A, ~110 Analog Phones or Bells

Bridge Park (Danforth Center)
- One ShoreTel 90V, uses Florissant Valley PRIs, ~20 IP Phones, ~8 Mailboxes
- One ShoreTel 24A, ~3 Alarm Lines
**Meramec (Including South County Education & University Center)**

Meramec
- Six ShoreTel 220T1A, three have the Meramec PRIs, ~725 IP Phones
- Seven ShoreTel 24A, ~65 AnalogPhones or Bells
- DVS, Windows 2008 R2 Server running Release 13.3, build 18.62.4900.0,
  ~565 Mailboxes

South County Education & University Center (SCEUC)
- One ShoreTel 220T1A, uses Meramec PRIs, ~55 IP Phones
- One ShoreTel 90V, ~15 Mailboxes
- One ShoreTel 24A, ~10 FAX, Analog Phones or Bells

**Wildwood**
- Two ShoreTel 220T1A, one has the Wildwood PRI, ~105 IP Phones
- One ShoreTel 24A, ~11 Analog Phones or Bells
- DVS, Windows 2008 R2 Server running Release 13.3, build 18.62.4900.0,
  ~65 Mailboxes
  and DoubleTake Software.

**SECTION 1 – Support/Repair and Maintenance**

**OVERVIEW**

This college is requesting bids for telephone support, software upgrades and equipment repair/replacement for all ShoreTel appliances. Included are routine repair/maintenance, problem determination, resolution and installation support of software upgrades as new releases are made available. Support should be available twenty-four hours, seven days a week with an on-site technician dispatch on business days, (8 a.m. – 5 p.m.).

**PERFORMANCE REQUIREMENTS**

Each paragraph contained in this PERFORMANCE REQUIREMENTS section requires a written response. Paragraphs providing information only must be acknowledged, at the minimum, with the word “acknowledged” and any exceptions to those paragraphs noted with a concise, detailed description of the exception. Paragraphs’ asking for information from the bidder requires a concise, detailed written response describing how the successful bidder will provide that requirement.

1. Provide your ShoreTel Partnership level.

2. The successful Bidder will be required to fully understand the College’s existing equipment, configurations and location information.
3. The successful Bidder shall provide 24 x 7 telephone support.

4. The successful bidder shall provide next business day replacement of failed ShoreTel equipment. The college stocks spare ShoreTel telephone sets; telephone set equipment maintenance is not necessary with the exception of the purchase of new sets which should come with a standard warranty.

5. The College will provide a local contact (College Employee) to perform routine maintenance, replacement of parts, moves, adds and changes on ShoreTel system. The successful Bidder shall provide a technician for the rare occasion that services cannot be restored over the phone with the College’s Employee or using remote access. Provide this cost as a separate line item on your response.

6. The dispatched technician should be certified on the ShoreTel system.

7. The successful Bidder will provide ShoreTel Software patches and release upgrades. The successful Bidder will provide telephone assistance for installation and configuration of new software releases and hardware for systems.

8. The successful Bidder shall provide diagnosis support and maintain adequate spare parts to meet routine maintenance requirements (with the exception of telephone sets as we stock those on premises). Provide the location (city and state) of where your maintenance spares are kept.

9. The successful Bidder will provide Network Coordination and perform circuit fault management regardless of the provider.

10. The college shall be able to obtain urgently needed replacement parts on an advancement basis.

11. On the rare occasion that we engage you for changes that have the potential for downtime, they must be performed after 9:00 p.m. or on weekends to avoid service interruptions, except during an outage or as agreed upon by the College.

12. During outages or problems whereby the College opens a trouble ticket with the chosen bidder we’d like the option to be connected to the Manufacturer’s support center in order to quickly troubleshoot and resolve critical issues. Please provide details if this can be accomplished.

13. The College would like to be able to have access to support documents, service bulletin alerts and other technical information along with being able to monitor status of Trouble Tickets. Please provide details if this can be accomplished.
**Response Times for outages:**

<table>
<thead>
<tr>
<th>Major Problems involving service disruptions.</th>
<th>24 x 7 x 365</th>
<th>30-minute response by telephone, diagnose problem and work continuously to resolve the problem. In the rare event that a technician needs to be dispatched, they should be on site within 4 hours after determining a need.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor Problems involving service issues but systems are still operational.</td>
<td>Normal business hours (7:00 a.m. - 6:00 p.m.)</td>
<td>2 hour response by telephone, diagnose problem and resolve within 3 business days.</td>
</tr>
</tbody>
</table>

**OPERATIONAL INFORMATION**

Do you have a defined support escalation process? Describe.

**Response:**

What method (if any) do you use to provide secure access to our system to perform routine maintenance such as software upgrades or for problem diagnosis?

**Response:**

The college uses DoubleTake software to mirror our database. Does your company provide any kind of database back-up procedures? If yes, please describe.

**Response:**

Identify the addresses of the bidder's local service centers.

**Response:**
**PRICING MATRIX**

Provide a firm, fixed annual price for hardware and software support and replacement. Bidders will guarantee that the pricing proposed for this Agreement will not be increased for the duration of this Agreement. Due to the changing needs of the College, equipment may be added or retired from replacement coverage during the life of the contract. Equipment list will be reviewed annually. If Supplier is unable to provide coverage for items listed, please mark N/A in the corresponding cell. (See Attachment A)

**Site Requirements** – Selected bidder should understand that site requirements may change based on Business Unit requirement. It is expected that selected bidder will adapt and make appropriate changes to accommodate these requirements. Keep in mind that we are a regional college and will require services only in the St. Louis region.

It is highly recommended that you complete the pricing matrix as presented on page 14. Provide individual pricing by site and by product. Feel free to expand the sections to allow for more detail if needed. The College reserves the right to purchase all or none of the items listed in this RFP.

**SECTION 2 – Standard Discounts for Future Purchases**

St. Louis Community College intends to use the successful Bidder for much of its future ShoreTel purchasing needs but also reserves the right to participate in State or University Cooperatives for the purchase of Telephony products.

In this section, provide a firm, fixed percentage discount from ShoreTel Price List and for any proposed Bidder products for the acquisition of new products that fall under the categories below. Feel free to add additional items that your company provides that may be relevant to the College. All discounts stated in the response to this bid shall be firm and fixed throughout the duration of the contract. Furthermore, various products can be added to this list as long as all parties agree to the set discount level associated with the product addition.

The percentage discount stated shall apply to all products within that group. Feel free to expand categories if required. (See page 14 for Section 2 pricing matrix)
## PRICING MATRIX

<table>
<thead>
<tr>
<th>System</th>
<th>List Price</th>
<th>% Discount</th>
<th>STLCC Price</th>
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</thead>
<tbody>
<tr>
<td>ShoreTel SA-100</td>
<td></td>
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<tr>
<td>ShoreTel 220T1A</td>
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<tr>
<td>ShoreTel 90V</td>
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<tr>
<td>ShoreTel 24A</td>
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<td>ShoreTel 230 Phones</td>
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<td>ShoreTel 265 Phones</td>
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<tr>
<td>ShoreTel 212 Phones</td>
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<table>
<thead>
<tr>
<th>Annual Maintenance</th>
<th>List Price</th>
<th>Customer Price</th>
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<tbody>
<tr>
<td>Cosand</td>
<td></td>
<td></td>
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<tr>
<td>Forest Park</td>
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<td>Florissant Valley</td>
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<td>Meramec</td>
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<td>Wildwood</td>
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<td>SCEUC</td>
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<td>Danforth Center</td>
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<tr>
<td>Corporate College</td>
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<tr>
<td>Harrison Education Center</td>
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</tbody>
</table>
**SECTION 3 – Bidder Specific Information**

Please complete this section for yourself and any subcontractors used in the service of this proposed contract.

Is your company public or privately held? If Public, please provide your market symbol.
Response:

How many years has your company been doing business under your current name?
Response:

How many years has your company provided ShoreTel maintenance service?
Response:

Has your company ever done business under another name? If so, what name?
Response:

Where is your Headquarters located?
Response:

How many full time employees?
Response:

Do you have a St. Louis area office/presence? If so, where and approximately how long has it been opened?
Response:

How many full time employees do you have certified on ShoreTel that work out of the local office and live within reasonable driving distance of said office?
Response:

Describe your company’s specialization or equivalent certification from the manufacturer that you represent.
Response:

How many businesses, colleges and/or K-12 school districts of similar size or larger have you provided similar service?
Response:
REFERENCES

List a minimum of three references we may contact where your firm performs similar service to those listed in this document.

1. Company _________________________________________________
   Contact _________________________________________________
   Phone Number ___________________________________________
   General Scope of Services Provided _______________________________
   __________________________________________________________
   __________________________________________________________

2. Company _________________________________________________
   Contact _________________________________________________
   Phone Number ___________________________________________
   General Scope of Services Provided _______________________________
   __________________________________________________________
   __________________________________________________________

3. Company _________________________________________________
   Contact _________________________________________________
   Phone Number ___________________________________________
   General Scope of Services Provided _______________________________
   __________________________________________________________
   __________________________________________________________

SERVICE LEVEL AGREEMENT (SLA)

Minor problems—some examples, not limited to:
- Trouble configuring new sets, new user setup, etc
- Problems running reports
- Intermittent voice quality (latency, jitter, etc) or intermittent service at end-user stations
- System patches or minor software upgrades

Major problems—some examples, not limited to:
- Complete system failure at core locations
- System down at a campus or administrative location
- Voice mail system is down or inaccessible
- T1 communication issues resulting in failed calls
- Functionally degraded voice quality

During warranty period and maintenance agreement the following applies:
<table>
<thead>
<tr>
<th>Problem Type</th>
<th>24 x 7 x 365</th>
<th>Response Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Problems</td>
<td>24 x 7 x 365</td>
<td>30-minute response by phone, diagnose problem, remote technician support, and</td>
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<td></td>
<td>status of technician 2 hours response for technician on-site as problem dictates</td>
</tr>
<tr>
<td>Minor Problems</td>
<td>Normal business hours (8:00-5:00pm)</td>
<td>2 hour response (acknowledgement of ticket). Problem resolution within 3 days.</td>
</tr>
</tbody>
</table>
Administrative Details and Checklist

1. This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

2. The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

3. The College reserves the right to accept other than the lowest fees quoted.

4. The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College’s Board of Trustees.

5. The College’s Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

6. All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

7. After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law.

Additional Information Requested for Reporting Purposes Only

Please provide your company’s Minority/Woman/Disadvantaged Business Enterprise status (MBE/WBE/DBE):

________________________________________________________________________

Does your company employ union employees? ________________________________

Failure to comply with all requirements of the bid may result in the disqualification of your bid.
GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD
The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. REVISIONS TO THE SCOPE OF WORK
In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. COORDINATION OF ACTIVITIES
The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. CONFIDENTIALITY
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. REPLACEMENT AND/OR SUBSTITUTION OF PERSONNEL
The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor's replacement of such personnel while under contract with the College. The contractor agrees and understands that the College's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the College. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better that originally proposed and that the notification of a substitution shall not be construed as an acceptance by the College.

6. CLARIFICATION OF CONTRACT
The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

7. FORCE MAJEURE
Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

8. GOVERNING LAW
This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

9. BANKRUPTCY OR INSOLVENCY
In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

10. INSURANCE/INDEMNIFICATION
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all

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contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.

11. INSURANCE/CERTIFICATES & LIMITS

The following insurance shall be taken out and maintained at the Contractor’s expense:

A. Workers’ Compensation and Occupational Diseases shall have statutory limits.

B. Employers’ Liability shall be in an amount not less than $100,000 (Coverage B).

C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the “Hold Harmless Agreement” must be fully insured under this policy for the liability limits set forth above. Contractor’s Protective Liability coverage must be included for the liability limits set forth above. The Contractor’s Comprehensive General Liability Insurance shall include and provide:

1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.

2. A broad form property damage endorsement.

3. Completed operations liability.

4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.

D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES

The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS

Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD

The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor’s work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION

Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day’s prior written notice.

16. CONTRACTOR INSURANCE

Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. **Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.**
17. COLLEGE LIABILITY
The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all claims made by any employee who may be injured on the College’s property by any cause to the extent attributable to the Contractor’s negligence and from all costs arising from such claim or claims including court costs and reasonable attorney’s fees.

18. SAFETY
It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

19. COMPLIANCE WITH APPLICABLE LAWS
The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

20. NON-DISCRIMINATION IN EMPLOYMENT
In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

21. ASSIGNMENT OF AGREEMENT
The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. NOTICE AND SERVICE THEREOF
Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

23. COMPLETE AGREEMENT
The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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 (e. g., St. Louis Community College) to a business entity, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

**Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services: and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at www.uscis.gov scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES.

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about _____________________, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of a ShoreTel Support, Repair and Maintenance, as more fully described in B0003384 (hereinafter referred to as “Contract”).

4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

5. On or about _____________________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

6. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after _____________________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

7. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

8. Contractor affirms that if it is determined that an employee is not eligible to work on the contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

9. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.
AFFIDAVIT

Dated this ____ day of _______________, 2015

__________________________________________

STATE OF MISSOURI  
COUNTY OF ____________

) SS.  

On this____day of ______________ in the year 2015, before me,  
__________________________________________, a Notary Public in and for said State, personally appeared  
__________________________________________, known to me to be the person who executed the within  
Affidavit, and acknowledged to me that _________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of ____________ and State aforesaid, the day and year first above written.

__________________________________________
Signature of Person Executing Affidavit

__________________________________________
Notary Public

My Commission Expires: