REQUEST FOR QUOTATION (RFQ) 7856-12

TO: (Provide company name and address below)

Missouri State University, as a state supported educational institution, is exempt from the payment of sales/use taxes pursuant to RSMo 144.040 and 144.615

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<th>ITEM NO.</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION/SPECIFICATIONS</th>
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<td>RFQ 7856-12 Studio to Transmitter Link</td>
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<td>Fordland, Missouri</td>
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Sealed bids are hereby requested for the following item(s). General specifications and requirements are provided as part of this RFQ. **When submitting sealed bid, mark in lower left corner of envelope: Sealed RFQ 7856-12.**

All quoted prices must be firm and fixed and must include all required components and shipping/delivery costs:

**FOB Destination to Springfield, Missouri.**

Payment Terms: N/45 per RSMo 34.055.

Fax or e-mail bids will NOT be accepted.

**Bid Close Date and Time: 3:00 p.m. (CST) August 12, 2019**

THE BIDDER HEREBY AGREES TO FURNISH THE ITEMS AND/OR SERVICES SPECIFIED HEREIN, AT THE PRICES QUOTED, PURSUANT TO ALL REQUIREMENTS AND SPECIFICATIONS OF THIS REQUEST FOR QUOTATION.

THE BIDDER MUST SIGN AND RETURN THIS DOCUMENT AS PART OF HIS/HER BID.

Unless noted by the bidder, there shall be no restrictions on the number or quantity of an item that may be ordered.

If the requested quantity is not a standard package quantity, the bidder should quote on both the requested quantity and the standard package quantity, clearly identifying each.

If alternate items are offered, the bidder must provide descriptive literature and/or information for each alternate offered.

Additional costs for packing, handling, etc., not shown on this quotation will not be paid by the University.

See the “TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL/QUOTATION (RFP/RFQ)” attached hereto for additional requirements.

DELIVERY _______DAYS ARO OR STATE EARLIEST__________________

PRICES EFFECTIVE FOR _______ DAYS OR UNTIL__________________

AUTHORIZED SIGNATURE: ______________________________________

Please type or print name: ______________________________________

TITLE: ___________________ DATE: __________ PHONE NUMBER: __________________________

COMPANY NAME: ______________________________________________

Date: July 30, 2019 Page 1 of 9

Bid Close Date and Time: 3:00 p.m. (CST) August 12, 2019

Buyer: Micki Melton for Missouri State University
**Ozarks Public Television, (OPTV)** licensed to Missouri State University is seeking bids for a Full Duplex / 1 + 1 Hot Standby 7 GHz Microwave link to transport the DTV transport stream from the television studios to the transmission site in Fordland, Missouri. The equipment shall provide for ASI, IP, and shall support ATSC 1.0 and 3.0 DTV.

1. **General Information**

   1.1 Equipment specified: SAF Tehnika Phoenix-G2
   1.2 The studio facility is located in Springfield, Missouri. The transmission facility is located north of Fordland, Missouri. Microwave antennas and feed line will have been installed at the time of microwave systems installation.
   1.3 Microwave system shall interface with the existing CPR137G Waveguide flange located in equipment rack at each facility.
   1.4 The transmission facility (Fordland) will utilize dual antennas for diversity. Provide systems design for dual antenna at this location. The studio facility (Springfield) uses a single antenna.
   1.5 OPTV Operating Frequencies:
      1.5.1 STL: 7037.5 MHz
      1.5.2 TSL: 6887.5 MHz (proposed) – confirm with OPTV before setup/shipping.
   1.6 RF Channel Bandwidth: 25 MHz
   1.7 System must be fully compliant with Broadcast Auxiliary Service Rules in Part 74FCC rules and regulations.

2. **General Requirements**

   2.1 Vendor Registration Form/W9 See link: [https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf](https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf).

   2.2 University Tax Exempt (Exempt Letter Provided in bid)

   2.3 Payment Terms: Net/45 per RSMo 34.055 state statute

   2.4 **FOB Destination** - All quoted prices must be firm and fixed and must include all required components and shipping/delivery costs.

   2.5 Terms and Conditions Provided in Bid
### 3. Detail Specifications

3.1 Microwave system shall operate in full duplex mode as a Studio to Transmitter Link (STL) and Transmitter to Studio Link (TSL).

3.2 System designed with redundant transmitters and receivers for both sites to operate as a 1 + 1 hot-standby system.

3.3 All provided hardware shall be rack mountable and all designed for indoor use only.

3.4 External channel filters (25 MHz) and branching network to connect to existing waveguide and antennas shall be included.

3.5 Redundant power supplies with dual AC inputs and dual rectifier DC outputs.

3.6 Minimum RF transmitter power output of +33dBm at 16 QAM code rate.

3.7 4 native ASI interfaces, configurable in either direction of a duplex link, further configurable to be multiple copies of single stream for efficient distribution.

3.8 Throughput capacity up to 185 Mbps (duplex – in both directions) in a 25 MHz RF channel.

3.9 Modulation code rate up to 1024QAM

3.10 WEB Browser based user friendly GUI, with HTML design and HTTPS secure access.

3.11 Network management system with e-mail and SMS notifications of any alarm condition.

3.12 Multiple VLAN support

3.13 Vendor to provide all hardware, required software, and interfacing cables. All equipment to be mounted in existing station equipment racks.
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<tr>
<th>ITEM NO.</th>
<th>QTY</th>
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<th>DESCRIPTION/SPECIFICATIONS</th>
<th>UNIT PRICE</th>
<th>ITEM TOTAL</th>
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<td><strong>4.0 Installation Requirements</strong></td>
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<td>4.1 System shall be pre-configured prior to shipping</td>
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<td>4.2 Provide as an option, pricing for on-site setup and commissioning</td>
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<td><strong>5. Warranty Requirements</strong></td>
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<td>5.1 5-year full warranty coverage of any defective module</td>
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<td>5.2 5-year next day replacement support of any failed module</td>
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<td>5.3 24 Hour phone and remote access support</td>
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<td><strong>6. Pricing</strong></td>
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<td></td>
<td>6.1 SAF North America Phoenix-G2 system as specified</td>
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<td>6.2 Optional 3-day on-site setup and commissioning</td>
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<td><strong>Total to include all items specified:</strong></td>
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All quoted prices must be firm and fixed and must include all required components and shipping/delivery costs FOB Destination to Springfield, Missouri.

**Deliver To:**
Missouri State University  
Strong Hall, Room 102  
901 South National Avenue  
Springfield, Missouri 65897

**Delivery Date: Must be received by October 1, 2019**
State of Missouri
EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to: Missouri Tax I.D.
MISSOURI STATE UNIVERSITY Number: 10281541
901 S NATIONAL Effective Date:
SPRINGFIELD MO 65804 07/11/2002

Your application for sales/use tax exempt status has been approved
pursuant to Section 144.030.2(20), RSMo. This letter is issued as
documentation of your exempt status.

Purchases by your Organization are not subject to sales or use tax
if within the conduct of your Organization's exempt functions and
activities. When purchasing with this exemption, furnish all
sellers or vendors a copy of this letter. This exemption may not
be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt
from sales tax when fulfilling a contract with your Organization
only if your Organization issues a project exemption certificate and
the contractor makes purchases in compliance with the provisions of
Section 144.062, RSMo.

Sales by your Organization are subject to all applicable state and
local sales taxes. If you engage in the business of selling
tangible personal property or taxable services at retail, you
must obtain a Missouri Retail Sales Tax License and collect and
remit sales tax.

This is a continuing exemption subject to legislative changes
and review by the Director of Revenue. If your Organization ceases
to qualify as an exempt organization, this exemption will cease
to be valid. This exemption is not assignable or transferable. It
is an exemption from sales and use taxes only and is not an
exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please
contact the Division of Taxation and Collection, P.O. Box 3300,
Jefferson City, MO 65105-3300, phone 573-751-2836.
I. TERMINOLOGY/DEFINITIONS

1. Bids and Bidders means the same as proposals and contractors.

2. Closing Date and Time or Date and Time Returnable means the deadline required for the physical receipt of bids by the Procurement Office.

3. Must and Shall mean that a certain feature, component, or action is mandatory. Failure to comply will result in rejection of the proposal.

4. Request for Proposal (RFP) or Request for Quotation (RFQ) means the procurement document issued by the Procurement Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the RFP/RFQ document. The definition includes these Terms and Conditions as well as any other Attachments and Amendments to the RFP/RFQ.

II. OPEN COMPETITION/RFP/RFQ DOCUMENT

1. It is the contractor’s responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement Office if any language, specifications, or requirements of the RFP/RFQ appear to inadvertently restrict or limit the requirements of the RFP/RFQ to a single source. Any and all communication from bidders regarding the RFP/RFQ and the procurement process must be directed to the Buyer identified on the first page of the RFP/RFQ. Such communication should be received at least five calendar days prior to the official Proposal Close Date.

2. The Procurement Office reserves the right to officially modify or cancel the RFP/RFQ after issuance. Bidders will be notified of any such modification or cancellation by issuance of an addendum from the Procurement Office.

III. CONFLICT OF INTEREST

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

IV. PREPARATION OF BIDS/PROPOSALS

1. Failure to carefully examine the RFP/RFQ and all terms and conditions related thereto will be at the contractor’s risk.

2. Unless otherwise specifically stated in the RFP/RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3. Bids lacking any written indication of intent to offer an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFP/RFQ.

4. All equipment and supplies offered must be new and of current production and available for marketing by the manufacturer unless the RFP/RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

5. Prices quoted by the contractor must remain valid for a minimum of ninety (90) days from the date of proposal opening. If the proposal is accepted, prices shall remain firm for the specified period.

V. SUBMISSION OF BIDS/PROPOSALS

1. Bids must be signed by a duly authorized representative of the contractor’s organization and must contain all necessary information in the manner required by the RFP/RFQ.

2. The sealed envelope or package containing a proposal should be clearly marked with the official RFP/RFQ number and the Proposal Close Date. Bids for different RFP/RFQs should not be placed in the same envelope.

3. A bid may only be modified or withdrawn (1) by signed, written notice received by the Procurement Office prior to the Proposal Close Date and Time or (2) in person by the contractor or its authorized representative, provided proper identification is presented before the Bid Close Date and Time. Telephone requests to withdraw or modify a proposal will not be honored.

4. Bidders must, as a minimum, sign and return the RFP/RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the contractor of all RFP/RFQ terms and conditions. Failure to do so will result in rejection of the proposal unless the contractor’s full compliance with those documents is indicated elsewhere within the contractor’s response.

VI. QUOTATION/PROPOSAL OPENING

1. All bids will be opened at 3:00 p.m. on the date indicated. Prices will not be made available at that time and will not be made public until the evaluation is complete and an award is made.

2. It is the contractor’s sole responsibility to ensure that the proposal is delivered to the Procurement Office by the Proposal Close Date and Time. If the Procurement Office is officially closed on the Proposal Close Date, bids will be accepted until 3:00 p.m. the next official work day and will be opened at that time.

3. Bids which are not received by the Procurement Office prior to the Proposal Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late bids will not be opened.
VII. EVALUATION/AWARD

1. An award will be made to the contractor whose proposal (1) complies with all mandatory specifications and requirements of the RFP/RFQ and (2) is the best proposal, price and other factors considered.

2. The right is reserved, as the interests of the University may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The Procurement Office reserves the right to request written clarification of any portion of the contractor’s response if deemed necessary in order to verify the intent of the contractor.

3. The University reserves the right to make awards on an item by item basis, or on an all or none basis, as applicable, if deemed in the best interests of the University.

4. Any award shall be made only by written notification from the Procurement Office. For protest procedures see http://www.missouristate.edu/procurement/65870.htm, Protests.

5. All bids and associated documentation received on or before the Proposal Close Date and Time will be considered open records pursuant to Section 610.021 RSMo.

VIII. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor’s default or breach of contract.

2. The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

IX. DELIVERY, INSPECTION, AND ACCEPTANCE

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

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

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

4. 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.

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

X. TERMINATION OF CONTRACT

1. If the University terminates the contract for any reason, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.

2. 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.

XI. WARRANTY

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

2. 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.

XII. APPLICABLE LAWS AND REGULATIONS

1. The contract shall be construed according to the laws of the State of Missouri. In the event of any litigation arising hereunder, the parties agree that venue shall be proper only in the State Circuit Court for Greene County, Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

2. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. The balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
3. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be required by law or regulation.

4. The contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

**XIII. INVOICING AND PAYMENT**

1. Payment for all equipment, supplies, and/or services required herein will be made in arrears.

2. Invoices must be directed to the Procurement Office and must include the contract number or purchase order number, item number, contract description of supplies or services, quantities, unit prices, and extended totals.

3. Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.

4. The University does not pay state or federal taxes unless otherwise required by law or regulation.

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

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

**XIV. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

1. 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 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.

2. Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (VEVRAA) for Contracts of $100,000.00 or More

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and Subcontractors to employ and advance in employment qualified protected veterans.

3. Disability Rehabilitation Act of 1973 Section 503 for Contracts in Excess of $10,000.00

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**XV. AMERICANS WITH DISABILITIES ACT**

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

**XVI. REQUIREMENTS FOR PRIME CONTRACTORS AND SUBCONTRACTORS**

1. Each prime contractor and subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.3; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to $50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.

2. Facilities provided for employees must be provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result.
XVII. ACCESSIBILITY OF DIGITAL MATERIALS

Any contract database delivered under this Request for Proposal will be fully compliant with i) Section 508 of the Rehabilitation Act, the Americans with Disabilities Act, as amended (“Acts”), and ii) the Web Content Accessibility Guidelines (WCAG) 2.0 AA. Should any portion of a contract database not conform to the aforementioned standards of digital accessibility, contractor agrees to defend, indemnify and hold harmless University, its officers, directors, successors, employees and agents harmless from and against any and all third-party claims, liabilities, obligations, judgment, causes of action, costs and expenses (including reasonable attorneys’ fees) (“Claims”) against University to the extent such claim(s) is/are based on allegations that the materials are not compliant with the above referenced standards of digital accessibility in i) and ii).

(Revised 6.17)