



Truman State University
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REQUEST FOR PROPOSALS (RFP) – JUNE 5, 2025
PROJECT SP25-06 TELECOMMUNICATION SERVICES

Submittals from minority, women and disadvantaged business enterprises are encouraged.

SUBMITTAL DEADLINE 2:00pm Central Time Monday, June 30, 2025	SUBMIT One (1) Electronic copy via thumb drive or email to lthrasher@truman.edu
DELIVERY BY MAIL Truman State University Purchasing Buyer Laura Thrasher 100 East Normal Avenue Kirksville, MO 63501	DELIVERY BY HAND Truman State University Purchasing Department 106 McClain Hall (corner of Franklin and Normal)

Truman State University (Truman) is requesting proposals from qualified vendors to provide telecommunication services to Truman State University and associated entities. Proposals may be delivered to the Purchasing Department at Truman until 2:00 PM CT, June 30, 2025, at which time the names of those vendors submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

RFP documents are available at <http://businessoffice.truman.edu/purchasing/bids/OpenBids.asp>. A notification of intent to respond to this RFP is located immediately below. This page should be submitted to notify Truman of your interest in this project and your plan to submit a proposal. This form is also required if you wish to receive answers to questions regarding the RFP and any RFP addenda. RFP addenda will be issued if there are changes to this RFP.

INTENT TO RESPOND STATEMENT

___ YES our organization plans to submit a response to this solicitation for proposals:

NO RESPONSE STATEMENT

___ NO our organization is not submitting a response for the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> Do not offer this commodity or equivalent | <input type="checkbox"/> Insufficient time to respond |
| <input type="checkbox"/> Schedule would not permit us to perform | <input type="checkbox"/> Cannot meet delivery requirements |
| <input type="checkbox"/> The project is too small | <input type="checkbox"/> Licensing restrictions (please explain) |
| <input type="checkbox"/> The project is too large | <input type="checkbox"/> Other reasons |

Name of Organization: _____

Contact Name: _____

Contact Address: _____

Contact Phone Number: _____

Contact Email Address: _____

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PART I – OVERVIEW

Founded in 1867, Truman is Missouri's selective public liberal arts and sciences university. Truman primarily serves full-time undergraduate degree seeking students in a residential environment. Truman offers numerous bachelors, masters, and minor degrees in addition to certificate programs. Truman is accredited by North Central Association of Colleges and Schools and The Higher Learning Commission. Truman has been recognized as the number one Midwest regional public university in U.S. News & World Report's "Best Colleges" publication for more than twenty consecutive years. In addition to being recognized scholars, Truman students and alumni are known as contributors to their communities, creative problem solvers and goal-oriented professionals. More information about Truman is available at www.truman.edu.

PART II – SPECIFICATIONS AND REQUIREMENTS

Truman seeks a single vendor to provide telecommunication services to provide cost-effective telecommunications. This RFP contains specific information that must be addressed in the vendor's proposal response. This RFP, and any subsequent addenda, constitute the specifications and requirements for this project. Any and all communications regarding specifications and requirements should be directed to Truman's Purchasing Buyer referenced on the first page of this RFP, and it is the vendor's responsibility to ensure any request for information is received by Truman's Purchasing Buyer.

Unless specifically stated in the RFP, the following specifications constitute the minimum requirements for this project. The vendor may suggest additions or enhancements to the following requirements. Additions or enhancements, along with their associated costs, should be clearly delineated as optional in the vendor's proposal.

A. Requirement and Current System

1. The selected telecommunication vendor's internal policies and operational procedures must be flexible to allow for creative and innovative solutions to meet the objectives. The vendor proposals should reflect a complete system, yet Truman does reserve the right to reuse any viable equipment currently in use by Truman.
 - a. Truman would prefer to replace the telephone system with current voice/data technology and is requesting the new telephone system to be fully Voice over Internet Protocol (VoIP), Truman would consider other technological equivalents.
 - b. The new system shall include Unified Messaging and integrate with Truman's email system (currently Microsoft and 365) and have the compatibility to integrate with future email systems.
 - c. Truman currently has a Plexar or Centrex type phone system hosted by Socket with approximately 917 DID numbers with a capacity to support 1210 users.
 - d. The numbers consist of analog phone lines, Polycom digital lines with integrated Cisco WebEx applications, and various alarm circuits.
 - e. Voicemail service is active for the majority of these numbers. The campus phone wiring connects approximately 40 campus buildings.
 - f. Truman owns the on-campus telephone wiring and the demarcation point is located in Violette Hall.
 - g. Depending on the vendor proposal, Truman may allow the provider to use Truman's wide area network (WAN) connections(s) and bandwidth to provide telephone service.

B. Specifications for Telecommunication System

1. The proposed system shall provide telephone service to Truman's offices. Truman is open to any solution that can provide Truman the needed telephone services at a competitive price.
 - a. The vendor shall provide all phone services required by Truman including:

- (1.) Basic phone service
- (2.) Extension to extension calling
- (3.) Long distance service
- (4.) Toll free service
- (5.) Voicemail services
- (6.) Automated attendant and calling tree services

b. The proposed system shall support the following types and amounts of lines:

- (1.) VoIP Business lines (more full-featured office phones) – currently have 269 VoIP lines
- (2.) Standard office analog lines (or other suggested options for standard office phones) – currently have 648 analog lines
- (3.) Fax Machine support – currently have 50 lines
- (4.) 32 Elevator Lines, 17 Blue Light emergency phones, and 3 Natural Gas Meter dialers

C. Location and Installation

1. Limited services will be provided by the vendor for testing and a pilot project upon selection of the highest scoring proposals. Contract negotiations to implement services may be awarded as a result of a successful pilot project. Pilot project results and award of a contract will be at the discretion of Truman. (Any pilot project requests should be completed as close to July 15, 2025 as possible.)
2. Full services for the contracted service shall be migrated and completed by August 15, 2025.
3. At a minimum, the telephone system must be maintained in a manner consistent with federal communications standards and in accordance with the selected Vendor's company procedures.
4. In addition to company policies, any additional construction will be in accordance with local ordinances as well as the statutes and regulations listed:
 - a. Rules and Regulations of the Federal Communications Commission.
 - b. FCC Part 68 Requirements for Connecting to the U.S. Phone Network
 - c. Telecommunications Industry Association standards and specifications
 - d. National Electrical Safety Code.
 - e. National Electrical Code, 1978.
 - f. OSHA Safety and Health Standards.
 - g. NCTA Standards of Good Engineering Practices, NCTA 008-0477 EIA Standards RS-22C, Structural Standards for Steel Towers and Antenna Supporting Structures.
 - h. Contracts with local utilities.
 - i. Local Building and Electrical Codes.
 - j. Prevailing Wage Applicable (Refer to Attachment A)
5. The Vendor should provide complete technical documentation to Truman's staff on overall system design and system interoperability.
6. The Vendor should detail the management process for the proposed system and the detailed requirements to interface with system for common administration tasks.
7. All products for telephony, management, voicemail and unified messaging should be tightly integrated and preferably developed by a single firm or developer.

D. Operational Requirements

1. The following features are core requirements and must be met in a successful proposal.
 - a. E911 compliance.
 - b. Integrated voicemail services.
 - c. Caller ID
 - d. Call Hold
 - e. Call Parking
 - f. Call Forwarding Busy/No Answer
 - g. Call Routing
 - h. Hunt groups
 - i. Visual message displays (voicemail, missed call)
 - j. Toll and nuisance number restriction (set by location / line)
 - k. Automatic trunk failover.

- l. On demand reporting and billing information accessible by the customer.
 - m. Call reporting & analytics
 - n. Ability to support VoIP & Analog phones
 - o. Automated operator directory services
 - p. Automated attendant
2. The proposed system must meet all E-911 regulations. The system must route E911 calls along with any required data to local PSAP. E911 service is required on all phone systems to provide at least building level information to the local 911 center. The system must have the ability to work through providers to meet E911 requirements by state regulations. County requirements require verified phone numbers and locations to meet Verified E911 standards.
 3. The main trunks must consist of a primary and a secondary trunk that are on separate cabling. There must be automatic failover built into the design. The primary trunk should utilize a dedicated voice circuit. The design must include primary and/or secondary trunks to use a separate connection than Truman's WAN connections. If the design uses the Universities WAN connections, it must support failover between WANs and guarantee Quality of Service.
 4. If the proposed system is on-site, the vendor can request Truman to obtain the trunk services.
 5. The proposed system must also include voicemail service. The Vendor must provide detailed specifications on the voicemail system, including features, storage limits, and availability. Truman prefers that the voicemail system be accessible with one touch from Truman's phones, and the ability to return calls from the voicemail system and the system utilize voicemail groups to send messages to a predefined list of recipients.
 6. The Vendor should provide complete logging and usage-based billing information to Truman. This information should be available for on demand download from Truman.
 7. It is preferable for calls from local on-campus extensions to local on-campus extensions not be assessed a charge.

E. Operational Options for Consideration

1. The following features are desirable:
 - a. Four digit dialing of on-campus numbers
 - b. "Follow me" feature (automatic phone moves, work from home, forward to cell)
 - c. Call Center functionally (queues, hold management)
 - d. Dial by name directory
 - e. Usage based billing
 - f. Unified messaging. Delivery of voicemail messages via email
 - g. Capability to send broadcast messages to all numbers
 - h. Local survivability in the event of a complete WAN failure(s). On campus calls could be initiated if all WAN connections were unavailable.
 - i. Integrated web portal for end user configuration of their phone services.
 - j. Setup documentation for common handsets and devices.
 - k. Configuration management of common handsets and devices.
 - l. Software and firmware management of common handsets and devices.
 - m. Conference suites / bridges - Support a minimum of three simultaneous, 20 user conference calls with both onsite and offsite participants.

F. Service and Maintenance

1. All equipment locations shall be approved by Truman prior to any installation. Any damage incurred by the selected Vendor or their agents during installation shall be repaired at the selected Vendors expense.
2. Maintaining high availability telephone services is of prime importance to Truman. The selected Vendor must be able to provide the specified phone services at all times, seven days a week, 24 hours a day. Any service outages needed for system maintenance must be coordinated with Truman and be agreeable to both parties.
3. An annual proof-of-performance test will encompass all components of the system. Adequate preventative maintenance, by schedule or in conjunction with service calls is required to ensure continued satisfactory operation and keep service calls to a minimum. Please submit this information as part of Exhibit A: Description of Services.

G. Management and Personnel

1. All personnel of the selected Vendor shall be thoroughly trained and experienced to the satisfaction of Truman. Employees must obey all applicable laws and regulations of Truman when conducting business at Truman.

Truman shall have the right to interview and approve employees assigned to work with Truman and their assignment to this account shall continue only so long as their performance is acceptable to Truman. All personnel of the selected Vendor shall be subject to removal from involvement with this agreement for conduct that is considered offensive by Truman.

2. Truman will furnish the selected Vendor with campus parking sticker for service vehicles. Service trucks shall be easily identified, and all employees of the selected Vendor shall be in uniform or wear some type of positive identification so that they can be easily recognized when they are on Truman's campus.

H. Service Level Agreements (SLAs), Service Response Times and Call Escalation Process

1. The selected vendor will provide a comprehensive Service Level Agreement (SLA) outlining system uptime guarantees, voice/data service outage penalties and uptime guarantees, penalties for non-performance and failure to meet guaranteed response times on all service and maintenance agreement. The SLA must also outline remedy conditions which include loaner equipment, guarantees, and recovery time and redundancy benchmarks. The vendor must also outline the penalties for failure to meet the outlined remedy conditions.
2. Detail information regarding service call procedures, service escalation procedures and repair procedures. Each vendor should clearly state and provide Truman with trouble notifications, procedures and trouble ticket reporting systems (e.g. System to enter trouble tickets, tracking and or notification of trouble tickets.).
3. State the average and guaranteed response times to be provided to Truman in regular and emergency service situations. NOTE: Response time shall be defined as the time necessary for the selected Contractor to begin repairs. Emergency service shall be defined as service necessary in the following situations: service failure or other situations expressed by Truman as urgent in nature. Please submit this information as part of Exhibit D: Description of Service Level Agreement Information.

PART III –PROPOSAL EVALUATION AND AWARD

A. Preparation of Proposals

1. It will be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise Truman if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from proposing vendors regarding specifications, requirements, competitive procurement process, etc. must be directed to Truman, as indicated on the first page of the RFP. All formal inquiries for significant or material clarification or interpretation, or notification to Truman of errors or omissions relating to this RFP document must be submitted in writing and emailed to Truman's Purchasing Buyer referenced in this RFP. Questions and subsequent responses will be issued as an addendum to all prospective vendors on file. No addenda will be issued later than 48 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Every attempt will be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of relevant information related to the RFP.
2. Before submitting a proposal, vendors should become thoroughly familiar with all conditions referred to in this document, and any addenda issued before the proposal submission date. Failure to do so will be at the vendor's risk. Such addenda will form a part of the RFP. It will be the vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date
3. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
4. Prices offered will remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices will be affirmed for the specified service agreement period.
5. Only Truman's written response(s) pertaining to this RFP, or an addendum, are valid.
6. Truman reserves the right to modify or cancel this RFP. Such action will be noted as an addendum.

B. Submission of Proposal and Award

1. A proposal submitted by a vendor must include a signed RFP Proposal Certification executed by the vendor's duly authorized representative, contain all information required by the RFP, and be delivered to Truman no later than the exact opening time and date specified in the RFP.
2. A proposal may also be withdrawn or modified by the vendor provided requests are made in writing before the RFP opening date and time. Verbal requests to withdraw or modify a proposal will not be honored.

3. Proposal responses must be returned (with all necessary attachments) to Truman on or before 2:00 PM on Monday, June 30, 2025. Proposals may be emailed, mailed or delivered in person to the addresses outlined on the first page of this RFP.
4. All data required herein in order for the vendor's proposal to be evaluated and considered for award must be submitted. Failure to submit such data will be deemed a cause for disqualification of a proposal from award consideration. Responses to this RFP should be submitted in the format specified. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered.
5. Contents of any proposal, attachment, and explanation submitted in response to this RFP, except copyrighted material, will become the property of Truman. All copyrighted material must be clearly marked.
6. If your proposal contains any information you consider to be proprietary, you must place it in a separate envelope or file if e-mailed and mark it "Proprietary Information". Truman is the final authority as to the extent of material considered proprietary or confidential. Pricing information cannot be considered proprietary.
7. Truman reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when Truman determines that it is in their best interest to do so. Truman also reserves the right to hold all proposals for a period of up to three (3) months after the opening date.
8. After the initial screening process, those vendors whose proposals are selected for further consideration may be requested to provide a presentation to Truman's selection committee to answer questions in advance of the final selection. Vendors selected to make a presentation will be contacted to schedule a presentation. Some Vendors may also be asked to participate in a limited service pilot project. The person who will be directly responsible for servicing Truman's account will be present at this presentation. Vendors are cautioned not to contact Truman employees concerning this RFP during the evaluation process.
9. Truman reserves the right to consider historic information and fact, whether gained from the vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman reserves the right to take such steps as it deems necessary to determine the ability of a vendor to perform the work, and each vendor will furnish to Truman such information and data for this purpose as it may request. Truman reserves the right to reject any proposal response where an investigation, or consideration of the information submitted by such vendor, does not satisfy Truman that the vendor is qualified to properly carry out the terms of these specifications. It is the vendor's sole responsibility to submit information related to the evaluation categories, and Truman is under no obligation to solicit such information if it is not included with the vendor's proposal response. Failure of the vendor to submit such information may cause an adverse impact on the evaluation of the vendor's proposal. Pursuant to Section 610.021 RSMo, proposals will not be available for public review until after a contractual agreement is executed or all proposals are rejected. Truman will notify RFP respondents of the vendor whom has been selected to perform these services. Any award protest must be received within ten (10) days after the date of notification of award in accordance with the statute.

C. Proposal Opening

1. Proposal openings are public on the opening date and time specified on the RFP document. Only the names of the RFP respondents will be read at the opening. Proposal content will not be disclosed.
2. It is the vendor's responsibility to deliver the proposal to Truman by the opening date and time.
3. Proposals not received by Truman by the opening date and time will be late. Regardless of the degree of lateness or the reason, including causes beyond the vendor's control, late proposals will not be opened.

D. Evaluation / Award

1. Any clerical error, apparent on its face, may be corrected by Truman before the contractual agreement award. Upon discovering an apparent clerical error, Truman will contact the vendor and request written clarification of the intended proposal. The correction will be made in the notice of award. Examples of apparent clerical errors are a misplacement of a decimal point and/or an obvious mistake in the designation of a unit.
2. Awards will be made to the vendor whose proposal complies with the requirements of the RFP as outlined in Part II, and is the lowest and the best proposal considering:
 - a. How the services offered will meet the requirements of this RFP. Please also complete the Truman provided required and desired features checklist (submit as Exhibit A: Description of Services).
 - b. Qualifications and demonstrated ability to meet the requirements of this RFP (submit the following items as Exhibit B: Qualifications). Address the following items:
 1. Provide a general overview of your company, including parent and/or subsidiary companies.

2. Describe the vendor's experience in providing similar products and services to other clients.
3. Provide the name, title, address, phone number and email address of the vendor's primary contact.
4. Provide the person/s who may be assigned to manage Truman's account. Include background information as to their qualifications and expertise.
5. Provide no less than five (5) customer references with contact person, position, phone number and e-mail.
- c. Pricing for all aspects of the requirements specified in this RFP (submit as Exhibit C: Pricing). Any pricing information submitted by a vendor, but not reflected on the pricing page, will be subject to evaluation if deemed to be in Truman's best interest.
- d. Service Level Agreement information (submit as Exhibit D: Service Level Agreement Information) addressing the support outlined in Part II.H Service Level Agreements (SLAs), response times and call escalation process.
- e. All other evaluation criteria specified in the RFP and any subsequent negotiations.
3. In the event all RFP respondents fail to meet the same mandatory requirement in an RFP, Truman reserves the right, at its sole discretion, to waive that requirement for all proposals and to proceed with the evaluation.
4. Truman reserves the right to waive any minor irregularity or technicality found in any individual proposal.
5. Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there will be no disclosure of any information submitted by competing vendors.
6. Any award of a contractual agreement will be made by written notification from Truman to the vendor.
7. Truman reserves the right to request written clarification of any portion of a vendor's response in order to verify intent. However, vendors are cautioned their response may be accepted without further clarification.
8. Missouri Preference Executive Order: Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies will purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations. Vendors must provide the following information as it relates to this RFP:
 - a. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - c. A description of the vendor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
 - d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the vendor must disclose such fact and provide details with their proposal.
9. Diversity Participation: Truman is committed to and supports diversity as an essential part of Truman's mission and core values. To qualify as a Diverse Contractor, the company must be at least 51% owned and controlled by someone in one of the recognized groups. These vendors can be a sole proprietorship, partnership, joint venture or corporation. Diverse vendors should be certified from a recognized certifying agency. Truman recognizes the following groups:
 - a. MBE (Minority Owned Business Enterprise)
 - b. WBE (Women Owned Business Enterprise)
 - c. DVBE (Service-Disabled Veteran Owned Business Enterprise)
 - d. VBE (Veteran Owned Business Enterprise)

Proposal evaluations will include the level of diversity participation. Proposals that do not meet the participation requirements for vendor diversity will not receive any preference during proposal review. Truman may monitor a vendor's compliance in meeting diversity participation levels committed to in the awarded proposal. In accordance with Executive Order 98-21, vendors are encouraged to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification issued by the Missouri Offices of Administration and Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please outline your vendor's qualification in the proposal response. Truman serves from time to

time as a contractor for the United States government. Accordingly, the provider of goods and/or services will comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

PART IV – CONTRACTUAL AGREEMENT

A. General Terms and Conditions

1. By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
2. The contractual agreement between Truman and the vendor will consist of (1) RFP and any addendums thereto, and (2) the proposal submitted by the vendor in response to this RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP will govern. However, Truman reserves the right to clarify any relationship in writing with the concurrence of the vendor and such written clarification will govern in case of conflict with the applicable requirements stated in this RFP or the vendor's proposal response. In all other matters not affected by the written clarification, if any, the RFP will govern. The vendor is cautioned that its proposal will be subject to Truman's acceptance without clarification.
3. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the vendor must receive a properly authorized contractual agreement and/or purchase order from Truman.
4. The contractual agreement expresses the complete agreement of the parties and performance will be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal addendum signed and approved by and between the duly authorized representatives of the vendor and Truman or by a contractual agreement change order prior to the effective date of such modification. The vendor understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, will be used or construed as an addendum/change order to the contractual agreement.
5. The initial term of the contractual agreement will commence on August 1, 2025 and extend through July 31, 2030 and the contractor will provide a functional telecommunication operation upon commencement of the contract. The contractual agreement will have renewal options for five (5) additional one (1) year periods, with the last available renewal period commencing on August 1, 2034 and ending on July 31, 2035. Either party to the contractual agreement may choose to not exercise a renewal term by giving the other party written notice at least three hundred and sixty (360) days prior to the end of the current contractual term.
6. The vendor will not sell, convey, transfer, mortgage or assign any interest in the contractual agreement, either in whole or in part, nor any of its rights, title, interest or privilege without Truman's prior written consent.
7. Neither party will be held responsible for any losses resulting if the fulfillment of any terms or provisions of this agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.
8. The parties to this agreement stipulate that Truman State University, its employees, students, departments, agencies, boards, commissions and foundation will be indemnified and held harmless by the vendor for the vicarious liability of Truman as a result of entering into this agreement. However, each party to this agreement is responsible for their own negligence.
9. The vendor represents itself as an independent contractor offering such services to the general public and will not represent itself or its employees as an employee of Truman. The vendor will assume legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify Truman against all loss; cost (including attorney fees); and damage of any kind related to such matters.

B. Applicable Laws and Regulations

1. The contractual agreement will be construed according to the laws of the State of Missouri. The vendor will comply with all local, state, and federal laws and regulations related to the performance of the agreement.

2. To the extent that a provision of the contractual agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions will be void and unenforceable. The balance of the contractual agreement will remain in force unless terminated by consent of both the vendor and Truman.
3. As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this procurement process must be handled as confidential and may not be shared with other vendors who may want to do business with Truman without Truman's prior written approval. Any future business with Truman will be obtained through a proposal process.
4. The vendor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
5. The vendor must file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax on a timely basis.
6. In connection with the furnishing of equipment, supplies, and/or services under the contractual agreement, the vendor will comply with all applicable requirements of the Americans with Disabilities Act (ADA).
7. Anti-Discrimination Against Israel Act Requirements: If the vendor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the vendor will not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
8. All personnel employed by the vendor to service Truman's account will abide by Truman's requirements that apply to all vendors performing services at any facility owned or operated by Truman. These requirements include:
 - a. General Conduct and Harassment Policy: As an educational institution and as an employer, Truman is committed to an environment where all individuals are treated with respect and dignity. Truman requires relationships including contracted relationships, to be free of bias, prejudice, and harassment.
 - b. Drug and Alcohol Policy: Truman prohibits the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. Violators may be subject to disciplinary action up to and including contract termination. Alcohol may not be consumed in public areas, and no employee or vendor personnel will report to work while under the influence of alcohol, marijuana, or illicit drugs. Smoking, including tobacco, marijuana, and e-cigarettes, is not allowed on Truman's campus.
 - c. Safety and Security Policies: Truman maintains a zero tolerance for any type of workplace violence. Vendors are prohibited from making threats, threatening conduct or any acts of aggression or violence. The use or possession of firearms or any other weapon is prohibited. Vendors will not enter private areas such as offices or dormitory floors without the presence of an authorized Truman employee.

C. Conflict of Interest

1. Truman's officials and employees, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
2. Vendors agree they presently have no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner with the performance of the services hereunder. Vendors further agree that no person having any such known interest will be employed, directly or indirectly, in the contractual agreement.
3. Vendors will not provide any pre-requisites, favors, or gifts to Truman employees intended to curry favor with specific persons or which incur expenses to be borne by Truman. Vendors will not attempt to gain appreciation from any group of employees other than providing the highest quality services possible.

D. Remedies and Rights

1. No provision in the contractual agreement will be construed as a waiver by Truman of any right and/or remedy available by law in the event of any claim by Truman of the vendor's default or breach of the contractual agreement.
2. The vendor agrees and understands that the contractual agreement will constitute an assignment by the vendor to Truman of all rights, title and interest in and to all causes of action that the vendor 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 vendor in the fulfillment of the contractual agreement with Truman.

E. Cancellation

1. Either party to the contractual agreement may choose to cancel the agreement without cause after July 1, 2027 by giving the other party prior written notice of at least three hundred and sixty (360) days.

2. In the event of material breach of contractual obligations by the vendor, Truman may cancel the contractual agreement. At its sole discretion, Truman may give the vendor an opportunity to cure the breach or to explain how the breach will be cured. The cure must be completed within 10 working days from notification.
3. If the vendor fails to cure the breach, or if circumstances demand immediate action, Truman will issue a notice of cancellation terminating the contractual agreement immediately.
4. If Truman cancels the contractual agreement for breach, Truman reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contractual agreement from other sources and upon such terms and in such manner as Truman deems appropriate and charge the vendor for any costs incurred.
5. The vendor agrees that funds required to fulfill the contractual agreement must be appropriated by the Missouri General Assembly for each fiscal year included in the contractual agreement term. The contractual agreement will not be binding on Truman for any period in which funds have not been appropriated, and Truman will not be liable for any costs associated with termination caused by lack of appropriations.
6. Upon filing for bankruptcy or insolvency proceeding by or against the vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the vendor must notify Truman immediately. Truman reserves the right to either cancel the contractual agreement or affirm the contractual agreement and hold the vendor responsible for damages.

F. Invoicing and Payment

1. Upon receiving a request for payment, Truman will inspect for the quality of services rendered. Truman will provide written acceptance or list of requirements to make the quality of services acceptable prior to payment.
2. Truman prefers invoices be delivered by email to procurement@truman.edu. Subcontractor payments will be the responsibility of the vendor, not Truman.
3. Truman does not pay state or federal taxes unless otherwise required under law or regulation.
4. Payment for all equipment, supplies, and/or services required herein will be made in arrears. Truman will not make any advance deposits unless specifically addressed in a contractual agreement.
5. Truman assumes no obligation for equipment and/or services provided in excess of the quantity ordered. Any unauthorized quantity is subject to Truman's rejection and will be returned at the vendor's expense.
6. Invoices for Truman purchased goods or services will be subject to late charges provided in Section 34.055 RSMo.

G. Communication, Notices and Documentation

1. Any written notice to the vendor will be deemed sufficient when deposited in the United States mail postage prepaid, emailed by an authorized Truman representative, or hand-carried and presented to an authorized employee of the vendor at the vendor's address listed in the contractual agreement.
2. Materials developed or acquired by the vendor as a requirement specified in the contractual agreement will become Truman property. Materials that may reveal names or identification numbers of individuals or corporate entities, if not returned to Truman, must be destroyed to keep such information confidential. No materials prepared, as required by the contractual agreement, will be released to the public without Truman's written consent.
3. All books, accounts, reports, and other reports relating to this agreement will be subject to inspection and audit by the Truman State University Board of Governors or an external auditor chosen by Truman for five (5) years after completion of this agreement. The vendor will deliver such records to Truman upon request.

PART V: TRUMAN STATE UNIVERSITY PROPOSAL CERTIFICATION

The vendor certifies it is authorized to obligate the represented vendor and further agrees with all terms, conditions, and requirements of Truman's request for proposal (RFP). The vendor further certifies the responses and resulting proposal to Truman's RFP are true and accurate.

In submitting a response to Truman's RFP, the vendor understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contractual agreement in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of 30 days after the date and time set for the receipt of proposals. The vendor hereby affirms:

- (1) That I am the vendor (if the vendor is an individual), a partner in the vendor (if the vendor is a partnership), or an officer or employee of the vendor having authority to sign on its behalf (if the vendor is a corporation);
- (2) That the proposal has been arrived at by the vendor independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent competition;
- (3) That the contents of the proposal has not been communicated by the vendor or its employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the vendor has fully informed itself regarding the accuracy of the statements made in their/its response.
- (5) The vendor is registered with and maintains good standing with the Secretary of State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that the vendor (check one) _____ IS or _____ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify Truman of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP25-06 Telecommunication Services, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

Authorized Signature

Date

Print Name

Title

Company

Federal Tax ID No.

Address

Telephone Number

Email

Website

PARTS VI: TELECOMMUNICATIONS VENDOR PREPARED EXHIBITS

Exhibit A: Description of Services – Required and Desired

The vendor should include any information in their proposal describing system features and services, including:

- A summary of the overall service and maintenance processes and procedures as identified in Part II.F Service and Maintenance.
- Complete the chart below identifying the features included in the Vendor proposal.

	System provided feature?	Was this feature...?	
	Yes/No	Incl In Base Proposal	Additional Cost
Required Features			
E911 compliance			
Integrated voicemail services			
Caller ID			
Call Hold			
Call Parking			
Call Forwarding Busy/No Answer			
Call Routing			
Hunt groups			
Visual message displays (voicemail, missed call)			
Toll and nuisance number restriction (set by location / line)			
Automatic trunk failover			
On demand reporting and billing information accessible by the customer			
On campus, extension to extension calling is not charged at per minute rate			
Call Reporting & Analytics			
The ability to support VOIP & Analog phone services			
Ability to support VoIP & Analog phones			
Automated operator directory services			
Automated attendant			
Desired Features			
Four digit dialing of on-campus numbers			
"Follow me" feature (automatic phone moves, work from home, forward to cell)			
Call Center functionally (queues, hold management)			
Dial by name directory			
Usage based billing			
Unified messaging. Delivery of voicemail messages via email			
Capability to send broadcast messages to all numbers			
On campus calls could be initiated if all WAN connections were unavailable			
Integrated web portal for end user configuration of their phone services			
Setup documentation for common handsets and devices			
Configuration management of common handsets and devices			
Software and firmware management of common handsets and devices			
Conference suites - support a minimum of 3 simultaneous, 20 user conference calls			

Exhibit B: Telecommunication Vendor's Prepared Qualifications

1. Provide a general overview of your company, including parent and/or subsidiary companies.
2. Describe the firm's experience in providing similar products and services to other clients.
3. Provide the name, title, address, phone number and email address of the vendor's primary contact.
4. Provide the person/s who may be assigned to manage Truman's account. Include background information as to their qualifications and expertise.
5. Provide no less than five (5) customer references with contact, position, phone number and e-mail.

Exhibit C: Telecommunication Services Pricing

1. Provide pricing per items listed on Exhibit A on page 12.

Exhibit D: Service Level Agreement Information

Provide a summary of how the Vendor addresses service and support as outlined in Part II.H Service Level Agreements (SLAs), Service Response Times and Call Escalation Process, including:

1. Provide a description and sample comprehensive Service Level Agreement (SLA) outlining system uptime guarantees, voice/data service outage penalties and uptime guarantees, penalties for non-performance and failure to meet guaranteed response times on all service and maintenance agreement.
2. Detailed information regarding service call procedures, service escalation procedures and repair procedures.
3. State the average and guaranteed response times to be provided to Truman in regular and emergency service situations.