



**SOUTHEAST MISSOURI**  
STATE UNIVERSITY · 1873®

**REQUEST FOR PROPOSAL 6009**

**TITLE: AUDITING AND TAX PREPARATION SERVICES**

**DATE: FEBRUARY 9, 2024**

**BUYER: LYNDA SEABAUGH**

**EMAIL: lseabaugh@semo.edu**

**PHONE: (573) 651-2076**

**PROPOSAL MUST BE RECEIVED NO LATER THAN:**

**DATE: MARCH 7, 2024**

**TIME: 3:30 P.M.**

**DELIVERY INSTRUCTIONS**

**For USPS/FedEx/UPS, etc.  
Proposals must be mailed to:  
Purchasing Department**

**Southeast Missouri State University  
One University Plaza, Mail Stop 3280  
Cape Girardeau, MO 63701**

**OR delivered by offeror to:**

**Purchasing Department  
Academic Hall Room 200F  
Normal Avenue  
Cape Girardeau, MO 63701**

The notice of award is made subject to availability and appropriation of funds, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

**MUST BE SIGNED TO BE VALID**

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**TABLE OF CONTENTS**

Request for Proposal Cover Sheet ..... page 1

Table of Contents ..... page 2

Introduction and General Information ..... page 3

Scope of Work – Auditing Services-University and Foundation..... page 5

Scope of Work – Tax Preparation Services-University, Foundation, and Corporation ..... page 9

General Contractual Requirements ..... page 12

Offeror's Information ..... page 15

Pricing Page A – Auditing Services-University and Foundation ..... page 19

Pricing Page B – Tax Preparation Services-University, Foundation, and Corporation ..... page 21

Exhibit A – Payments - Fiscal Years 2021-2022

Attachment 1 – Quality/Peer Review Program

Attachment 2 – Disciplinary Action

Attachment 3 – Vendor Business Information

Attachment 4 – Affidavit of Work Authorization

Terms and Conditions (dated 08/27/19)

Appendices A-J – Available upon request. Please email [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu).

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**INTRODUCTION AND BACKGROUND INFORMATION**

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”), the Southeast Missouri University Foundation (hereinafter referred to as “Foundation”), and the Missouri Innovation Corporation (hereinafter referred to as “Corporation”) are seeking proposals from qualified organizations to provide external auditing, tax preparation, and related professional services.

1. Two separate pricing page proposals (Pricing Page A and Pricing Page B) are requested for auditing services and tax preparation services. Offerors may submit pricing for one or both services. Proposals for Pricing Pages A and B will be evaluated separately. It is possible that two separate contracts will be awarded to two different vendors: one for auditing services and one for tax preparation services.
  - 1.1 Auditing Services for the University and Foundation – Those interested in submitting a proposal for auditing services must complete Pricing Page A
  - 1.2 Tax Preparation Services for the University, Foundation, and Corporation – Those interested in submitting a proposal for tax preparation services must complete Pricing Page B.
2. The University is a regional public comprehensive university located in Cape Girardeau, Missouri, enrolling approximately 10,000 students and employing approximately 1,000 full-time employees. The University is a component unit of the State of Missouri and reports under Governmental Accounting Standards Board GASB.
3. The Foundation was formed in 1983 to assist in the physical and functional development and advancement of the University and the performance of its educational functions. The Foundation is a not-for-profit corporation organized and operated in accordance with Section 501(c) (3) of the Internal Revenue Code and reports under Financial Accounting Standards Board FASB.
4. The Corporation was formed in 2003, to develop research and educational opportunities for University faculty, staff, and students. The activity of the Corporation has developed into more entrepreneurial and economic development activity and the name was changed to reflect this change in 2013. The Corporation is a not-for-profit Corporation organized and operated in accordance with Section 501(c) (3) of the Internal Revenue Code.
5. The University Controller is the primary contact for all audits and tax services. She joined the University in August 2023. She has been in accounting for over 30 years. She was most recently Controller at Tic Toc (a Dallas based promotional product company) for 8 years. The Controller’s Office currently has a new staff of four accountants hired between October 2023 and January 2024. They have accounting experience ranging from 1 to 30 years each. The Controller is currently looking to hire at least one more Accountant/Financial Analyst. The University has engaged a consulting company, Protiviti (a Robert Half Company), to assist with accounting functions until the department is fully staffed and trained.

6. The University, Foundation and Corporation use Ellucian Banner software for all financial activities including accounting, receivables, fixed assets, purchasing, accounts payable, payroll, pledges and grants. The University utilizes third party providers for the bookstore, food service, health clinic, insurance billing for the University Autism Center and Perkins loans.
7. The fiscal year for the University, Foundation, and Corporation runs from July 1 through June 30. Total fees and expenses paid for services provided for the years ending June 30, 2021, and 2022, are included as **Exhibit A**.
8. The University's anticipated time frame for this project is as follows:  
  
Issue RFP: February 9, 2024  
RFP Closing Date: March 7, 2024  
Proposal Review, Evaluation and Contract Award: March 8, 2024 through April 30, 2024  
Contract Period Start Date: May 1, 2024
9. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**SCOPE OF WORK—UNIVERSITY AND FOUNDATION AUDITING SERVICES**

As specified in the notice of contract award, the contractor shall provide auditing and related professional services in accordance with the terms and conditions specified herein.

1. The contractor shall provide external auditing and professional services related to the issuance of the following annual documents. Copies of these documents for the fiscal year ending June 30, 2023, are available upon request. Please email [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu) to request Appendices A-E. Relevant financial and accounting information concerning the University and Foundation are contained within the documents.
  - 1.1 Financial Report – University (Appendix A)
  - 1.2 Financial Report – System Facilities – University (Appendix B)
  - 1.3 Single Audit Report in accordance with Uniform Guidance– University (Appendix C)
  - 1.4 Report on NCAA Agreed-Upon Procedures – Intercollegiate Athletics Department – University (Appendix D)
  - 1.5 Financial Report - Foundation (Appendix E)
  
2. The contractor shall draft the University, System Facilities and Foundation financial statements and footnotes based on the detailed trial balances and supplementary schedules provided by the University/Foundation. Management will provide trial balances in csv format by fund and account by the first day of field work in August. The University/Foundation strives to have all journal entries, work papers and reconciliations complete before the first day of field work. If an adjusting journal entry is necessary after field work commences, the Controller will communicate this to the contractor and provide a copy of the entry. In the first year of the audit, a trial balance from the previous fiscal year end will be provided to assist the contractor in the initial setup of the financial statements from the University/Foundation trial balances. Supplementary information for footnotes and a draft of the MD&A will be provided to the contractor by management of the University/Foundation. Management is responsible for identifying disclosure requirements for the University and Foundation but advice is occasionally asked of the contractor on new pronouncements and disclosure requirements.

The University receives an annual notice from the State of Missouri of the due date for the financial report referred to in item 1.1 above. The deadline is approximately September 15 each year. In order to capture the majority of fiscal year invoices, the University has worked annually with the State of Missouri Office of Administration personnel to extend the deadline for a complete draft of the University financial report until the end of September. The final report is typically issued around mid-October.

The complete draft of the Foundation financial report referred to in item 1.5 must be completed by approximately September 20 since the Foundation is a component unit of the University.
  
3. The contractor shall complete, file electronically and assist the University with filing the applicable parts of Form SF-SAC, Data Collection Form for Reporting on Audit of States,

Local Governments, and Non-Profit Organizations, or other forms required by Uniform Guidance.

4. The contractor shall issue a report to University and/or Foundation management on internal control improvements or other recommendations noted in conjunction with the audits. Management of the University/Foundation shall be given the opportunity to discuss the potential content of the management letter prior to issuance and to make formal written responses to each management letter comment which will be included in the final management report.
5. The contractor shall present the results of the audits in 1.1-1.4 at the annual December meeting of the University's Board of Governors. The contractor shall present the results of the audit in 1.5 to the Foundation Finance and Audit committee at a meeting each November.
6. The contractor shall perform auditing and related professional services in accordance with the following annual timetable:

March/April: Prior to April 30, an audit planning meeting is held with University and contractor staff. The April 30 date may not apply to the initial year of the contract.

May/June: Initial audit field work will be completed. Historically, this work has included financial systems and Single audit risk assessment audit work and internal control testing. A preliminary SEFA based on April numbers is provided during the interim field work.

July/August: University and Foundation accounting staff "close" the fiscal year and provide agreed upon audit schedules and trial balances. Every attempt is made to have work papers and schedules available on the first day of the field work.

August/September: Year-end audit field work takes place and includes financial statement, single audit, and System Facilities audit work. Weekly status meetings will be held between the Audit Senior Manager (Contractor) and the Controller (University). The University Controller serves as the central point person that will answer the contractor's questions or direct them to the appropriate person. The contractor's engagement manager and, preferably, the engagement partner both review the audit work papers before the audit team departs the University. The audit exit meeting between the contractor and University and/or Foundation management is held. Concurring partner review occurs, and audit work is essentially completed.

October: Opinions, reports, and management letters for the Foundation are issued by contractor by the first of October so the required Foundation statements and footnotes can be reviewed by University and Foundation management and included in the University reports.

Opinions, reports, and management letters for University, Single Audit, and System Facilities are issued by contractor by date required by the State of Missouri, Office of Administration.

University staff will prepare agreed upon schedules and reports for the NCAA agreed upon procedures. Agreed upon procedures will be performed by the contractor.

November: The NCAA agreed upon procedures report shall be issued. The Single Audit report is submitted to the Federal Single Audit Clearinghouse.

The Foundation Finance and Audit committee meets regarding the audited financial statements. The contractor presents the audit results to the committee.

December: The Board of Governors meets regarding the University audited financial statements. The contractor presents the audit results to the Board of Governors.

7. The contractor shall provide pdf copies of all reports for posting to website and electronic distribution.
8. The contractor shall perform auditing services in accordance with generally accepted auditing standards as defined by the American Institute of Certified Public Accountants. The Industry Audit Guides, "Audits of Colleges and Universities", applicable federal audit guides, pronouncements of the Governmental Accounting Standards Board and the Financial Accounting Standards Board, the "Statement of Auditing Standards" published by the AICPA, and any subsequent revisions in AICPA pronouncements, shall constitute the main sources of audit standards, as well as any other applicable sources.
9. The contractor must be currently licensed by and in good standing with the Missouri State Board of Accountancy and have significant experience performing higher education and associated foundation audits. The University and Foundation have the following expectations of the contractor:
  - 9.1 The contractor must be well-positioned to provide the services and meet the expectations detailed in the RFP.
  - 9.2 The engagement partner, engagement manager, and other personnel assigned to the University/Foundation must be knowledgeable, resourceful, proactive, responsive, and responsible. All services provided shall be performed by competent personnel, be of professional and high quality, and comply with the terms and conditions of the RFP.
  - 9.3 Contractor representatives shall be proactive and collaborate with University representatives in planning and conducting the annual audit. The audit senior manager must provide the Vice President for Finance and Administration and Controller with timely reports during field work, and should especially address any questions, concerns, potential findings, questioned costs, reportable conditions, weaknesses, or deficiencies which come to the attention of contractor staff.
  - 9.4 Audit work must be substantially complete, and the engagement partner and engagement manager, to the fullest extent possible, must review audit work papers prior to the audit team leaving the field. The University/Foundation must be informed about the nature of proposed management letter comments or Single Audit exceptions prior to the audit field work exit meeting.
10. The contractor shall agree and understand that the University and the Missouri State Auditor's Office shall have the right to access and review the contractor's activities and any and all work papers, flow charts, etc., developed by the contractor as a result of the services described herein.

11. The contractor shall agree and understand that all information gained as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared shall be released without the prior written consent of the University/Foundation.
12. If specifically requested by the University/Foundation, the contractor shall provide any or all of the additional professional services offered by the contractor in his/her proposal. The University shall reserve the right to negotiate with the contractor the associated fees, if any, for these additional services. Additionally, the University/Foundation may request other professional services not included in the contractor's proposal and may negotiate the related fees for such services with the contractor.



**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**SCOPE OF WORK—TAX PREPARATION SERVICES**

The contractor shall provide tax preparation and related professional services in accordance with all requirements stated in this document and confirmed via the resulting notice of award. The contractor shall understand that, for simplification of language, this Scope of Work shall address the University's, Foundation's and Corporation's tax preparation needs.

1. The contractor shall provide external tax preparation and professional services related to the issuance of the annual documents listed below. Copies of these documents for the 2021/2022 tax year are available upon request. Please email [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu) to request Appendices F-J. Relevant financial and accounting information concerning the University, Foundation, and Corporation are contained within the documents.
  - 1.1 University income tax returns - Form 990-T, Form MO-1120, Form 990-W, and Form MO-1120ES (Appendix F)
    - 1.1.1 University quarterly estimates for unrelated business income tax deposits
  - 1.2 Foundation income tax returns - Form 990, Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES (Appendix G)
    - 1.2.1 Foundation quarterly estimates for unrelated business income tax deposits
  - 1.3 Corporation income tax returns - Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES – (Appendix H)
    - 1.3.1 Corporation quarterly estimates for unrelated business income tax deposits
  - 1.4 Foundation Charitable Remainder Unitrust David E. Howard - Schedule K-1 (Form 1041), Form 5227, Form MO-1041 (Appendix I)
  - 1.5 Foundation Allen Charitable Remainder Unitrust – Schedule K-1 (Form 1041), Form 5227, Form MO-1041 (Appendix J)
2. The contractor agrees and understands that one contract shall be awarded for all tax preparation and related professional services for the University, Foundation, and Corporation. Please utilize the attached Pricing Page B to provide pricing for the tax preparation services portion of this Request for Proposal.
3. Tax preparation and related professional services shall be performed in accordance with the following timetable:
  - 3.1 Prior to August 31 of each year, the contractor shall provide a detailed listing of information required from the University, Foundation, and Corporation in order to complete items 1.1, 1.2 and 1.3.

- 3.2 The University, Foundation and Corporation shall make every reasonable effort to supply the contractor with the information requested at the earliest available dates, contingent upon the progress of fiscal year closing. The University, Foundation, and Corporation shall supply all requested information by end of September. If the information cannot be supplied by the end of September, an extension will be requested.
- 3.3 The contractor shall provide completed items 1.1, 1.2 and 1.3 to the University, Foundation and Corporation by November 15 of each year if information is provided by the end of September.
- 3.4 Prior to December 15 of each calendar year, the contractor shall provide a detailed listing of information required from the Foundation in order to complete items 1.4 and 1.5.
- 3.5 The Foundation shall provide to the contractor all requested information by January 31 of each year.
- 3.6 The contractor shall provide to the Foundation completed items 1.4 and 1.5 by the last day of February each year.
- 3.7 The contractor shall provide to the University, Foundation and Corporation items 1.1.1, 1.2.1, and 1.3.1 by September 5, December 5, March 5 and June 5 of each year.
4. Required schedules and analyses will be prepared by the University, Foundation, and Corporation staff as agreed upon between the contractor, the University, the Foundation and the Corporation.
5. The contractor shall provide two copies of items 1.1 through 1.5, with the exception of items 1.1.1, 1.2.1, and 1.3.1. One copy shall be prepared for submission to the appropriate state or federal agency and the other copy for retention by the University, Foundation or Corporation. An electronic pdf file, (client and public disclosure) will be provided to the University, Foundation, and Corporation as well.
6. The contractor shall perform tax preparation services in accordance with applicable state and federal regulations.
7. The contractor must be currently licensed by and in good standing with the Missouri State Board of Accountancy and have significant experience performing higher education and associated foundation tax services.
8. The contractor shall agree and understand that the University, the Foundation, the Corporation, the Missouri State Auditor's Office, Missouri Department of Revenue, and the Internal Revenue Service shall have the right to access and review the contractor's activities and any and all work papers, flow charts, etc., developed by the contractor as a result of the services described herein.
9. The contractor shall agree and understand that all information gained as a result of the contractor's performance under the contract shall be confidential and that no reports,

documentation, or material prepared shall be released without the prior written consent of the University, Foundation, or Corporation.

10. If specifically requested by the University, Foundation, or Corporation, the contractor shall provide any or all of the additional professional services offered by the contractor in his/her proposal. The University, Foundation, and Corporation shall reserve the right to negotiate with the contractor the associated fees, if any, for these additional services. Additionally, the University, Foundation or Corporation may request other professional services not included in the contractor's proposal and may negotiate the related fees for such services with the contractor.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the RFP pertains to the offeror(s) selected for final contract award (“contractor”).

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be from May 1, 2024, through April 30, 2025. The University, Foundation and Corporation shall have the right, at their sole option, to extend the contract for four (4) one-year periods, or any portion thereof. In the event that the University/Foundation/Corporation exercises such right, all terms, conditions, and prices of the original contract shall remain the same and apply during the extension period.
  - 1.1 If the first two extension options are exercised, the contractor shall agree that the prices stated on the Pricing Page(s) shall not be increased in excess of the maximum percentage of increase for the applicable option.
  - 1.2 If the last two options are exercised, the contractor shall agree that the prices shall be negotiated with the University, Foundation and Corporation. However, the University, Foundation and Corporation reserve the right to rebid if a mutual agreement cannot be reached.
  - 1.3 The percentage of increase for the first two extension options shall be computed against and added to the prices stated on the Pricing Page(s) for the original contract period. Example: If a 2% increase is desired for each of the first two extension options, the contractor must indicate 2% and 4% in the blanks provided. If the contractor indicates 2% and 2% in the blanks provided, the price for years 2 and 3 of the contract6009 will be the same.
  - 1.4 The University, Foundation and Corporation do not automatically exercise an extension option based upon the maximum percentage of increase and reserve the right to request justification from the contractor supporting the requested increase. In addition, the University and Foundation reserve the right to request an extension of the contract at a price less than that price derived from the contractor's maximum percentage of increase.
2. All percentages and prices shall be as indicated on the Pricing Page(s) of this document, or as specifically provided for by this document. The University, Foundation, and Corporation shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
  - 2.1 Payment for all goods and services required herein shall be made in arrears on a monthly basis after commencement of field work by contractor. The contractor must submit a monthly invoice which specifies the particular item being billed, in accordance with the Pricing Page(s). Payment will be made to the name and address identified in the contract as the “contractor”.

- 2.2 The percentage of fees and expenses involved shall be proportionate to the percentage of professional effort provided and costs incurred by the contractor for the billing period.
  - 2.3 As work progresses according to the contract, the University, Foundation, and Corporation shall pay the contractor up to 80% of the total guaranteed not-to-exceed price stated on the Pricing Page(s). After completion and final acceptance of all reports, the University, Foundation, and Corporation shall pay the remaining 20% of the total guaranteed not-to-exceed price.
  - 2.4 In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time.
3. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University, Foundation, or Corporation. The sole relationship with the contractor is as established by this contract. The contractor is responsible for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save and hold the University, Foundation, and Corporation, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide evidence of compliance with these requirements.
4. The contractor shall fully coordinate its activities in the performance of the contract with those of the University, Foundation, and Corporation. 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.
5. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University, Foundation, or Corporation, or their governing bodies, nor any other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
6. The contractor shall, within ten (10) calendar days after the award of the contract, submit a written notification to the University's contract administrator of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the contractor's performance under the contract shall be addressed.
7. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
8. The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and

amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

9. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, Foundation, or Corporation, including their governing boards, agencies, employees, and assigns.
10. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University, Foundation, and Corporation and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University, Foundation, or Corporation to the contractor or any other person engaged in the contracted work. Upon termination of the contract, or at any other time the University, Foundation or Corporation request such, the contractor or any other person involved in the contracted work will transmit to the University, Foundation or Corporation copies of any written, printed, or other materials embodying such confidential information. 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.
11. The contractor agrees and understands that the University's, Foundation's and Corporation'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 in the contractor's proposal or mutually agreed upon. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without prior written notification to the University, Foundation and Corporation. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University, Foundation or Corporation.
12. The contractor shall agree and understand that all reports developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University, Foundation or Corporation. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of the University, Foundation and Corporation.
13. The contractor agrees that the contract shall not be construed as an exclusive arrangement and further agrees that the University, Foundation, and Corporation may secure identical or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.
14. The University, Foundation and Corporation reserve 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 RFP or the contractor's offer. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**OFFEROR'S INFORMATION**

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

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments (if any) will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. In addition to the original proposal, the offeror should include a USB drive copy of the proposal for distribution to the appropriate committee personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
3. Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
  - 3.1 Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, an offeror shall not request that any part of the proposal response be treated as confidential or proprietary information. In addition, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Any offeror with questions should contact Lynda Seabaugh, at (573) 651-2076 or via email at [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu). All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
  - 4.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of the 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. The offeror must submit such in writing no later than seven (7) calendar days prior to the RFP opening date via email to [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu).
5. **EVALUATION PROCESS:** The award of a contract resulting from the RFP shall be based on the best proposal(s) received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to

provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

5.1	Cost .....	40%
5.2	Experience and Reliability of Offeror's Organization.....	25%
5.3	Expertise of Offeror's Personnel.....	25%
5.4	Proposed Method of Performance.....	10%

6. **COST:** Cost shall be evaluated based upon the prices and percentages indicated by the offeror on the Pricing Page(s). Auditing services will be evaluated separately from tax preparation services. The offeror shall not be entitled to any other form of payment not specifically provided for by this document.

6.1 The offeror must provide a breakdown specifying how the prices were determined. For example, the offeror should specify the price per hour paid to professional, technical, and clerical individuals, the price paid for per diems, etc.

6.2 Percentages quoted for renewal options shall also be considered in the evaluation of cost.

7. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION:** Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.

7.1 The offeror should submit at least six (6) references which document successful and reliable experience in past performances similar in nature to the requirements specified in this document. Specifically, the offeror should submit at least three (3) references of higher educational institutions which follow pronouncements of the Governmental Accounting Standards Board and the Financial Accounting Standards Board. References should include at least one (1) reference that was a former but not current client. Each reference should include organization name, contact person, title, telephone number, and address. The offeror should also provide a brief description of services performed for the references.

7.2 The offeror should provide information regarding its most current external quality/peer review program. The offeror may utilize **Attachment 1** for this purpose.

7.3 The offeror should indicate the nature and extent of any disciplinary action taken against its organization by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority. The offeror may use **Attachment 2** for this purpose.

8. **EXPERTISE OF OFFEROR'S PERSONNEL:** Experience and qualifications of the personnel proposed by the offeror to perform the requirements specified herein will be considered in the evaluation. Therefore, the offeror should submit a resume detailing educational qualifications and previous work assignments performed for colleges and universities and other non-for-profit entities for all key personnel to be assigned to the



project. The offeror should also estimate the percentage of time each staff member will spend on the project (include time of intern).

- 8.1 The offeror must identify whether the personnel proposed are licensed Certified Public Accountants and, if so, the State Board(s) of Accountancy with which each is currently licensed.
  - 8.2 The offeror may propose personnel who are Certified Public Accountants but are not licensed, provided the reason for non-licensure is stated and provided such personnel are not required to be licensed by state law or regulation.
  - 8.3 The offeror must indicate the nature and extent of any disciplinary action taken against the proposed personnel by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.
  - 8.4 The offeror must provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
  - 8.5 The offeror must indicate its policy with respect to rotation of staff assigned to an audit account from year to year.
9. **PROPOSED METHOD OF PERFORMANCE:** The offeror should present a written narrative which demonstrates the method or manner by which the offeror proposes to satisfy the requirements of the RFP. To facilitate evaluation of the proposals, it is highly desirable that the proposal be organized to respond to each paragraph of the Scope of Work, utilizing the same numbering arrangement for each item. In addition, the offeror should specify the personnel who are proposed to perform each task and the number of work hours each person will provide.
10. After an initial screening process, the offeror may be contacted to clarify and verify its proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a technical question and answer conference or interview may be conducted.
11. **Attachment 3:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 4 with the bid/proposal response. Completion of this Attachment does not affect contract award.
12. **Attachment 4:** Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 5, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 5 must be submitted prior to an award of a contract.

13. The attached Terms and Conditions Request for Proposal (revised 08/27/19) are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of offeror's proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**PRICING PAGE A**

If interested in providing auditing services for the University and Foundation, the offeror must complete the applicable section below, sign, and return this Pricing Page(s) with his/her proposal package, in accordance with all terms and conditions contained herein. The offeror is cautioned that a total price must be provided for both services and expenses, so that cost can be compared on an “apples to apples” basis against other offerors’ costs. Any proposal which does not have comparable pricing may be rejected.

**1. AUDITING SERVICES – UNIVERSITY and FOUNDATION**

	Not-to-Exceed Fee
1.1 Financial Report – University	
1.2 Financial Report – Systems Facilities – University	
1.3 Single Audit in accordance with Uniform Guidance - University	
1.4 Report on Agreed-upon Procedures – Intercollegiate Athletics Department - University	
1.5 Financial Report – Foundation	
Related Travel Expenses	

- The offeror must provide a breakdown specifying how the above “not-to-exceed” prices were determined. The offeror may utilize an additional attachment to provide the breakdown.
- For 1.3, the offeror must state how many programs are covered by the not-to-exceed fee. For additional programs, please include the fee and expenses for each program on additional pages, if necessary.
- In the event the University and Foundation exercise their option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above prices for auditing services for the applicable renewal period. Statements such as "consumer price index" or "cost of living increase" are not acceptable. Before completing this section, the offeror is strongly encouraged to review page 12, paragraph 1.3. Failure to complete this section may result in the rejection of the offeror's proposal. Please note: The percentage of increase indicated below is computed against and added to the original price(s).

<u>Fee</u>	<u>Expense</u>	
_____ %	_____ %	Maximum percentage of increase for renewal period May 1, 2025 - April 30, 2026
_____ %	_____ %	Maximum percentage of increase for renewal period May 1, 2026 - April 30, 2027

By signature below, the offeror hereby affirms that the prices and percentages stated in Pricing Page A are in accordance with all terms and conditions of Request for Proposal 6009. In addition, the offeror understands and certifies the following:

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

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**PRICING PAGE B**

If interested in providing tax preparation services for the University, Foundation, and Corporation, the offeror must complete the section below, sign, and return this Pricing Page with his/her proposal package, in accordance with all terms and conditions contained herein. The offeror is cautioned that a total price must be provided for both services and expenses, so that cost can be compared on an “apples to apples” basis against other offerors’ costs. Any proposal which does not have comparable pricing may be rejected.

**1. TAX PREPARATION SERVICES – UNIVERSITY, FOUNDATION, AND CORPORATION**

	Not-to-Exceed Fee
1.1 University income tax returns – Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	
1.2 Foundation income tax returns – Form 990, Form 990T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	
1.3 Corporation income tax returns – Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	
1.4 Foundation Charitable Remainder Unitrust David E. Howard income tax returns – Schedule K-1 (Form 1041), Form 5227, Form MO-1041	
1.5 Foundation Allen Charitable Remainder Unitrust income tax returns – Schedule K-1 (Form 1041), Form 5227, Form MO-1041	

- The offeror must provide a breakdown specifying how the above “not-to-exceed” prices were determined. The offeror may utilize an additional attachment to provide the breakdown.
- In the event the University, Foundation and Corporation exercise their option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above prices for tax preparation services for the applicable renewal period. Statements such as "consumer price index" or "cost of living increase" are not acceptable. Before completing this section, the offeror is strongly encouraged to review page 12, paragraph 1.3.

Failure to complete this section may result in the rejection of the offeror's proposal. Please note: The percentage of increase indicated below is computed against and added to the original price(s).

<u>Fee</u>	<u>Expense</u>	
_____ %	_____ %	Maximum percentage of increase for renewal period May 1, 2025 - April 30, 2026
_____ %	_____ %	Maximum percentage of increase for renewal period May 1, 2026 - April 30, 2027

By signature below, the offeror hereby affirms that the prices and percentages stated in Pricing Page B are in accordance with all terms and conditions of Request for Proposal 6009. In addition, the offeror understands and certifies the following:

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

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
EXHIBIT A**

<b>Auditing Services</b>	<b>FY22</b>	<b>FY21</b>
1.1 Financial Report - University*	83,800.00	57,750.00
1.2 Financial Report - Systems Facilities -University	8,500.00	8,250.00
1.3 Single Audit in Accordance with Uniform Guidance -University	18,600.00	18,200.00
1.4 Report of Agreed Upon Procedures - InterCollegiate Athletics Department - University	8,500.00	8,300.00
1.5 Financial Report - Foundation	14,590.00	12,750.00
Related Travel Expenses	-	-
<b>Total</b>	<b>\$ 133,990.00</b>	<b>\$ 105,250.00</b>

\* Additional amounts billed for FY22 due to restatements, GASB87, and schedule delays

<b>Tax Preparation Services</b>	<b>FY22</b>	<b>FY21</b>
1.1 University income tax returns – Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	2,260.00	2,210.00
1.2 Foundation income tax returns – Form 990, Form 990T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	4,500.00	4,410.00
1.3 Corporation income tax returns – Form 990-T, Form MO-1120, Form 990-W and Form MO-1120ES and quarterly estimates	2,260.00	2,210.00
1.4 Foundation Charitable Remainder Unitrust David E. Howard income tax returns – Schedule K-1 (Form 1041), Form 5227, Form MO-1041	1,140.00	1,140.00
1.5 Foundation Allen Charitable Remainder Unitrust income tax returns – Schedule K-1 (Form 1041), Form 5227, Form MO-1041	1,140.00	1,110.00
<b>Total</b>	<b>\$ 11,300.00</b>	<b>\$ 11,080.00</b>

**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**ATTACHMENT 1**

The offeror's organization is a participant in the following external quality/peer review program(s):

\_\_\_\_\_  
(Name of Program)

\_\_\_\_\_  
(Name of Program)

Indicate by placing an "X" on the lines before the statements applicable to the audit firm.

\_\_\_\_\_ The offeror hereby affirms the attached quality/peer review report is the audit firm's most current quality/peer review report issued (attach a copy of the report).

\_\_\_\_\_ The quality/peer review included a review of higher education engagements.

\_\_\_\_\_ The quality/peer review did not include a review of higher education engagements.

\_\_\_\_\_ The offeror hereby affirms the attached letter of comments (findings and recommendations) represents ALL such findings and recommendations received as a result of the audit firm's most recent quality/peer review.

\_\_\_\_\_ The offeror hereby affirms NO letter of comments was received as a result of the audit firm's most recent quality/peer review.

\_\_\_\_\_ The offeror hereby affirms the attached response(s) represents ALL responses made by the audit firm with respect to the audit firm's most recent quality/peer review.

\_\_\_\_\_ The offeror hereby affirms the audit firm has never received a quality/peer review.

\_\_\_\_\_ The offeror hereby affirms a quality/peer review of the audit firm is currently in process and the report has not yet been issued.

\_\_\_\_\_ The offeror expects to receive its first quality/peer review in the month of

\_\_\_\_\_.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature/Date



**SOUTHEAST MISSOURI STATE UNIVERSITY  
AUDITING AND TAX PREPARATION SERVICES  
REQUEST FOR PROPOSAL 6009**

**ATTACHMENT 2**

Indicate by placing an "X" on the line before the statement applicable to the offeror's audit firm.

\_\_\_\_\_ The offeror hereby affirms that no disciplinary action has been taken against the offeror's audit firm by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, or any federal, state, or local governmental authority.

\_\_\_\_\_ The offeror hereby affirms that the attached is a complete and accurate account of the nature and extent of all disciplinary action taken against the offeror's audit firm by the American Institute of Certified Public Accountants, any state board or society of Certified Public Accountants, and any federal, state, or local governmental authority.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature/Date

### ATTACHMENT 3 VENDOR INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

#### **SECTION I**

#### **BUSINESS TYPE**

- |   |   |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri         | <input type="checkbox"/> F. Large, Non-Minority, Missouri     |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri     | <input type="checkbox"/> G. Large, Minority, Non-Missouri     |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri     | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business             |
| <input type="checkbox"/> E. Large, Minority Missouri          | <input type="checkbox"/> J. Unable to Classify                |

#### **DEFINITIONS:**

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

*For example*: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

**SECTION II**

**SERVICE-DISABLED VETERAN STATUS**

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
MO Address of Service-Disabled  
Veteran Business

**SECTION III**

**BLIND OR SHELTERED WORKSHOP**

Indicate appropriate business classification (s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind Workshop

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

\_\_\_\_\_

**Organization Contact Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Certification Number:** \_\_\_\_\_  
(or attach a copy of certificate)

**Certification Expiration Date:** \_\_\_\_\_

\_\_\_\_\_  
Authorization Signature of Participating Organization  
(Organization of the Blind or Sheltered Workshop)

\_\_\_\_\_  
Date

**ATTACHMENT 4  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

\_\_\_\_\_  
**Authorized Representative's Name  
(Please Print)**

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Company Name (if applicable)**

\_\_\_\_\_  
**Date**

ATTACHMENT 4 continued

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
**Authorized Business Entity Representative's Name (Please Print)**

\_\_\_\_\_  
**Authorized Business Entity Representative's Signature**

\_\_\_\_\_  
**Business Entity Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

**ATTACHMENT 4 continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

\_\_\_\_\_  
**Authorized Representative’s Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

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

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**

**SOUTHEAST MISSOURI STATE UNIVERSITY  
TERMS AND CONDITIONS  
REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply:

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

**2. APPLICABLE LAWS, REGULATIONS, AND POLICIES**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.



### **3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

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

### **4. PREPARATION OF PROPOSALS**

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

### **5. SUBMISSION OF PROPOSALS**

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

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

## **6. PROPOSAL OPENING**

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

## **7. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The University reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. The final determination of contract award shall be made by the Purchasing Department.
- n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- o. Any proposal award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

## **8. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the offeror 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.
- b. A binding contract shall consist of (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and

(4) University's acceptance of the proposal by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **9. INVOICING AND PAYMENT**

a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.

b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

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

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

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

f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **10. DELIVERY**

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

## **11. INSPECTION AND ACCEPTANCE**

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

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

c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

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

## **12. WARRANTY**

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

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

## **13. CONFLICT OF INTEREST**

a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

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

#### **14. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

#### **15. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **16. COMMUNICATIONS AND NOTICES**

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

#### **17. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **18. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

#### **20. AMERICANS WITH DISABILITIES ACT**

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

#### **21. EMERGENCIES**

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

#### **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/27/2019