



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 6031

TITLE: CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
DATE: February 13, 2025
BUYER: Holly Craiglow, Buyer
EMAIL: hcraiglow@semo.edu
PHONE: (573) 651-2021

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**

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: March 06, 2025
TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

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.

| | | | |
|----------------------------------------------------------------|------------------------------|--------------------------------------------------------|-----------------------|
| AUTHORIZED SIGNATURE | | PRINTED NAME/TITLE | |
| COMPANY NAME | | | CURRENT DATE |
| MAILING ADDRESS | | | TELEPHONE NUMBER/EXT. |
| CITY | | STATE | ZIP CODE |
| CONTACT PERSON | CONTACT PERSON EMAIL ADDRESS | | FACSIMILE NUMBER |
| 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
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

INTRODUCTORY INFORMATION

1. Southeast Missouri State University (hereinafter referred to as “Southeast” or “University”) is requesting proposals for the following software solutions:
 - Responsive digital catalog embedded into the University’s website which natively integrates with the student information system (Ellucian Banner) for increased data accuracy across campus systems and student success.
 - Curriculum management services to address and improve inefficiencies related to the development and management of course curriculum
 - Event/class scheduling to better track events, automate approvals/confirmation processes, and allow end users to search for rooms that meet their reservation needs via an online interface
2. Offerors may submit proposals for one or more of these services. The University prefers to award a contract to one vendor who can provide all of the services. However, if in the best interest of the University, the University may opt to award contracts for these services to multiple vendors. The University also reserves the right to not award a contract for all, some, or none of these services.
3. Offerors may propose additional tasks or services, if such will substantially improve the results of this project. However, there is no guarantee the University will contract for these additional services.
4. Southeast Missouri State University is a regional comprehensive university located in Cape Girardeau, Missouri, enrolling approximately 10,000 students. For students who may live beyond a reasonable driving distance from the main campus, Southeast delivers courses throughout the region via regional campuses and delivery sites in Sikeston, Missouri, and Kennett, Missouri.
5. **Exhibit 1** – Current University Scheduling and Relevant Software: The University has included the current software that is used across campus. The University reserves the right to make changes to the software in use.
6. **Exhibit 2** – Reservation Information: Reservation numbers for the previous (5) five years have been attached to the document.
7. 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 here in reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

SCOPE OF WORK

The contractor shall provide software solutions, plus implementation and training, for the following, that meets or exceed the specifications listed below and in accordance with all terms and conditions contained in this document:

- Catalog Management
- Curriculum Management
- Event/Class Scheduling

1. General Requirements for EACH software solution

1.1 Basic Operating

- 1.1.1 Must be able to work on current Windows or Mac based operating systems. If web-based, must support all current browsers.
- 1.1.2 Software platform must comply with Web Content Accessibility Guidelines (WCAG).
- 1.1.3 Software platform must have encryption of all at-rest data.
- 1.1.4 Must support Single Sign On via Azure S A M L 2 . 0
- 1.1.5 Must be no limit to the number of users within the system.
- 1.1.6 Software vendor shall supply all technical documentation and infrastructure and policies and procedures to secure the environment
- 1.1.7 All upgrades must be included. New releases shall be included in the service agreement and provided to clients at no additional cost. Changes that may impact business operations should be released as a configurable option so that our clients can decide if or when to enable them.

1.2 Relationship Management

- 1.2.1 The vendor must provide a single point of contact for questions from the University related to the contractual relationship between the parties. The University's Contract Administrator shall be Ryan Heslinga, Associate Registrar.
- 1.2.2 On a mutually agreed-upon timeframe, the vendor shall submit an invoice for payment by the University. The invoice should include the time-period the payment covers as well as short summary of the purpose of the invoice (implementation, training, etc.).

1.3 Installation and Implementation: The contractor shall be responsible for complete installation/implementation of the software.

- 1.3.1 Installation will not be considered complete until all functions required herein and as defined in the submitted documentation are successfully demonstrated to user and technical staff.

1.3.2 The contractor must provide any/all additional software necessary at no cost to the University, to meet performance requirements if the software purchased from the contractor does not meet the specifications.

1.4 Training: The contractor must provide all training required for successful support and operation of the system.

1.4.1 The contractor must provide comprehensive training at implementation.

1.4.2 The contractor must provide a user's manual for the system in either written form or online.

1.4.3 The contractor must provide two (2) complete copies of all end-users' technical installation documentation/operating manuals for all software provided.

2. Catalog Management Requirements

2.1 Basic Operating

2.1.1 Must have WYSIWYG (what you see is what you get) content editor.

2.1.2 Must have ability for administrative users to create, maintain, archive, publish, and filter multiple independent publications years and or versions within a single user interface.

2.1.3 Catalogs must be published, unpublished, copied, and archived immediately, within moments on demand in the administrative side of the system. This should not require any vendor involvement or need to establish different URLs for each catalog.

2.1.4 Must provide administrative users with centralized tools to control all aspects of courses including course elds, their organization, and how they are displayed catalog- wide.

2.1.5 Shall support at least two catalog versions (undergraduate and graduate).

2.1.6 Must have documentable audit trail.

2.1.7 Must be the ability to create a pdf

2.1.8 Must allow users to make changes centrally and update throughout the catalog(s). For example, a course may appear countless times across various catalog(s); In programs, filters, linked references, and departmental listings, but edits propagate catalog wide as revisions are made through a single interface (or via integration). Changes made to the database for an item should be reflective on each page of data containing the item.

2.1.9 Must be able to make changes centrally and updating everywhere should include data delivered to departmental pages or other locations on the institutional website using API.

2.1.10 Must employ configurable cascading style sheets (CSS) technology and not be reliant on embedding to provide rich and accurate catalog styling.

2.2 Degree Planners/Maps

2.2.1 Must have printable program degree planners and print-friendly feature shall be specific to the respective catalog(s).

2.2.2 Dynamic, printable degree maps must enable prospective and current students to utilize

and plan their course of study. These forms must be populated by the system and when a change to a program record is made, the form is automatically updated. No one should have to manually maintain these forms, reducing effort and increasing efficiency.

- 2.2.3 The planner's header, logo, and column headings shall be customizable to match institutional branding.
- 2.2.4 These planners must be able to be utilized for advising and can be generated on demand from the catalog site to ensure up-to-date information.

2.3 Archived Catalogs

- 2.3.1 Publications must have the ability to be marked as "archived" and filtered to appear separately. All archived catalogs should remain interactive, searchable, and fully functional.
- 2.3.2 All dynamic features shall be accessible within archived catalogs for an unlimited number of years.

2.4 Filtering

- 2.4.1 The record-based system shall also enable the display of programs, courses, departments, and saved searches throughout configurable, dynamic filters. These filters must present categorized listings of information to simplify locating a desired course, program, or department by students or faculty. Filters shall be controllable by administrative users. The dynamic nature of these pages should mean that all changes are automatically reflected and do not require manual upkeep.
 - 2.4.2 Administrative users must have access to different configurations through simple and complex templates as well as display options to further structure filter content.
 - 2.4.3 The power of filters shall be supportive of ownership and categorization for programs and courses. Program should have program types and degree types; courses have course types. Hierarchy should enable the University, schools/ colleges, or departments to "own" certain courses (and/ or prefixes).
- 2.5 Linking Capabilities: must enable users to create internal links catalog wide. Once an item is linked, changes to it must be instantly available everywhere the item is referenced, and automatically updated when a catalog is copied for next year's editing cycle. This removes the burden of tracking those relationships across a document and manually updating each reference.
- 2.6 Catalog Search: the software must include a robust, "catalog aware" search feature that permits users to search the entire publication (exclusive of content from your institutional website), discrete areas such as "courses", "programs", and administrative content, like policies and procedures. The smart search must be able to provide a "best match".
- 2.7 API: the software must offer a robust and user-friendly API toolkit. It should allow the user to pull information from the catalog and or handbooks within the catalog to present in other locations, such as the institutional website or departmental web pages. The information shall be pulled specifically and securely utilizing the API and support common data formats such as formatted, non-styled HTML, XML, or JSON data.

2.8 Seamless Catalog Branding

- 2.8.1 The software must offer extensive integration and match branding and styling through

use of the current institutional site header (or video header), footer, fonts, sizing, and color palette. As a result, prospective students, students, and faculty should be offered an uninterrupted transition from other institutional sites to the catalog and back.

- 2.8.2 Re-integrations shall be available annually as part of the service agreement to ensure catalog aesthetics stay closely in sync with the University's web presence as it evolves.

3. Curriculum Management Requirements

3.1 Basic Operating

- 3.1.1 Centralized System
- 3.1.2 Online Dashboard

3.2 Webforms

- 3.2.1 Must be able to main and customize web forms
- 3.2.2 Must have drop down menus and required form fields
- 3.2.3 Must have client created web forms: campus personnel may create additional web forms as desired. No programming experience is required for creating forms.
- 3.2.4 End users must have ability to save and return to partially completed forms without submitting them.

3.3 Workflows

- 3.3.1 Must have multiple workflows route forms through varied approval paths
- 3.3.2 Must be able to conditionally branch workflows based on forms selections
- 3.3.3 Must have ability to approve, reject (return), and deny requests
- 3.3.4 Must have ability to track status of requests and where requests are stalled
- 3.3.5 Must have ability to escalate requests

3.4 Support for Committee Structure

- 3.4.1 Must have committee-based permissions
- 3.4.2 Must have committee agendas and proposal summaries

3.5 Audit Trail

- 3.5.1 Must show history of curriculum approvals and changes
- 3.5.2 Must capture document history and ensure version control for catalogs and curriculum

3.6 Final Approach

- 3.6.1 Must have form archiving upon final approval, preferably in PDF with appropriate approval signatures
- 3.6.2 Must be able to export capability to Excel or CSV
- 3.6.3 Must approve items automatically to become part of the catalog database
- 3.6.4 Must approve new courses exported to the student information system (Ellucian Banner)
- 3.6.5 Must make real-time updates to ensure online catalogs are always up to date

4. Event/Class Scheduling Requirements

4.1 Basic Operating

- 4.1.1 Must be able to migrate data from current EMS event database to proposed software/system solution.

4.2 Course Scheduling

- 4.2.1 Must allow for the creation of multiple academic terms per year.
- 4.2.2 Must have ability to schedule course sections by part of term within a base term by using start and end date.
- 4.2.3 Must have the ability to accommodate scheduling for overlapping terms.
- 4.2.4 Must have the ability to block off certain times and dates as unavailable for scheduling (i.e. holidays, after 5pm on Fridays).
- 4.2.5 Must have the ability to schedule a course for multiple meeting patterns (different times on different days).
- 4.2.6 Must have the ability to schedule cross listed course sections in the same room (example: have the courses meet on the same day, same time, and same location).
- 4.2.7 If proposed solution provides for automated course scheduling into available classrooms, this feature shall be priced as a separate option.
- 4.2.8 Must provide for loading (i.e., importing batch loads) and synchronizing course schedules from Ellucian Banner.
- 4.2.9 Must have the ability to interface with Ellucian Banner Student Information System in real time.
- 4.2.10 Automated scheduling must optimize on various preferences and priorities such as back-to-back teaching, room utilization, course needs, and specific departmental needs.
- 4.2.11 Must have the ability to validate room capacity against course section enrollment capacity as listed in the Student Information System (Banner).
- 4.2.12 Must have the ability to validate total cross listed course sections' capacity when assigning room.
- 4.2.13 Must have the ability to create exam schedules.
- 4.2.14 Must define source of event creations (i.e., Banner, Individual, etc.)

4.3 Room Profiles

- 4.3.1 Must have the ability to create profiles of different rooms to include the following attributes:
 - 4.3.1.1 Maximum capacity based on different room setup (fire code rating, seating, reception, classroom, etc.)
 - 4.3.1.2 Primary room type (lab, classroom, conference room, etc.)
 - 4.3.1.3 Equipment (i.e., projector, displays, computer, interfaces, etc.)
 - 4.3.1.4 Images of multiple room layouts (i.e. various event setups)

4.3.1.5 Room diagrams, to include power and network drop locations

4.3.2 Must have the ability to extend and customize room attributes for searching.

4.3.3 Must have the ability to create user definable fields.

4.3.4 User defined fields must have ability to be customized with name and character limits.

4.3.5 Must have the ability to link directly to work orders on the Facilities Management iServiceDesk system.

4.4 Online Calendar and Room Request

4.4.1 Must have the ability to provide online (web-based) calendar of events.

4.4.1.1 Calendar must allow for searching by attributes, including keyword, event type, facility or location, and date.

4.4.1.2 Calendar of events must provide feeds for inclusion in other systems and websites, for example RSS feeds.

4.4.2 Must allow for custom institutional branding on all end user interface, webpage forms and external correspondence generated from workflow inside the system.

4.4.3 Shall allow for custom institutional branding on software back of house and administrator interface.

4.4.4 Must have the ability to filter rooms on different attributes such as locations (i.e., campus, building, and room), availability (dates/times), primary use of room (lab, conference room, classroom, etc.), and room capacity.

4.4.5 Must have the ability to request/confirm rooms via an online request form, including:

4.4.5.1 Request available equipment and setups.

4.4.5.2 Request available services (i.e., catering, technical support, specialized equipment).

4.4.5.3 Ability to block individuals, groups, or user type from requesting or viewing different rooms/buildings.

4.4.5.4 Ability to control and define groups of rooms that are only available at different times of the year and for specific types of users. For example, students can only see rooms after a certain date, whereas a University department can see rooms at times not visible to other groups.

4.4.6 Must have the ability to provide printer-friendly views of event lists and event details.

4.4.7 Must include mobile friendly access to online viewing.

4.4.8 Must be compatible with common web browsers.

4.4.9 Must be able to accommodate at least 25 simultaneous users with changes being made in the system reflected in real-time.

4.5 Security

4.5.1 Must provide a roles-based security framework for different system functions to include room management, approvals, and scheduling.

4.5.2 Must provide separate security/management roles for different areas/resources (i.e.,

- buildings/rooms) across campus.
- 4.5.3 Must integrate with Azure SAML2 authentication.
- 4.5.4 Changes made within the system, including room configurations, event reservations, or changes to reservations shall be tracked by user.
- 4.5.5 If cloud hosted, must provide a HECVAT describing information security controls.

4.6 Event Management

- 4.6.1 Must have ability to schedule ad hoc academic/special events without interface with course schedules.
- 4.6.2 Must have the ability to schedule recurring events.
- 4.6.3 Must have the ability to schedule multiple rooms for the same event in one transaction rather than having to repeat the process for each room.
- 4.6.4 Must have integrated workflow for approvals, notifications, confirmations, reminders, and requests for external services. Confirmation and reminders that are sent to end users must be customizable with University's branding.
- 4.6.5 Must include the ability to schedule services for an event (example: housekeeping, catering, campus safety, tech support, etc.).
- 4.6.6 Must provide unique identifying numbers assigned to all reservations. Reservation information must be able to be retrieved by ID number.
- 4.6.7 Must provide an "available" room listing for specified dates and times. The application should only list the rooms that exactly match the specified criteria and allow for prioritization of scheduling criteria (rooms, capacity, dates, times, etc.).
- 4.6.8 Shall provide the ability to display near-matches of room search criteria.
- 4.6.9 Must provide a graphical room display that shows the classes or events in a room and the vacant time periods.
- 4.6.10 Must include the ability to create sub-events within one main event or tie events together (i.e. New Student Orientation, Welcome Breakfast).
- 4.6.11 Must include the ability to maintain equipment/furniture inventory and enable scheduling and assignment of equipment/furniture for events (i.e. laptops, microphones, tables)
- 4.6.12 Shall include the ability to identify the intended audience for the event (i.e., students, faculty, and community).
- 4.6.13 Must have the ability to publish expanded event descriptions and make calendar/event details available for other web sites and content management systems (e.g., RSS feed)
- 4.6.14 Must be able to hide or list events as "private" and not be viewable on a calendar of events and omitted from any RSS feed.
- 4.6.15 Must have the ability to record a contact for the event, apart from/in addition to the person requesting the reservation.
- 4.6.16 Must have the ability to override conference rooms' rules by designated user roles.
- 4.6.17 Must have the ability to provide both list and calendar views of events.
- 4.6.18 Must have the ability to alert and/or prevent scheduling conflicts.
- 4.6.19 Must have the ability to deactivate rooms.
- 4.6.20 Must have the ability to define approval process to the room level.
- 4.6.21 Must have the ability for bookings/reservations to span midnight for multiple days (Ex. Guest suite A check in on Tuesday, 12/17 at 3pm with check out on Friday, 12/20 by 11am).

4.6.22 Must have the ability to copy reservation/bookings with details and notes to other date(s) and years.

4.7 Reporting

4.7.1 Must have the ability to create ad hoc reports.

4.7.2 Shall have the ability to view audit trails of changes to rooms and events.

4.7.3 Must have the ability to automate the scheduling and distribution of (i.e., email) reports.

4.7.4 Must be able to export data into Microsoft Excel.

4.7.5 Must be able to define scope of reporting based on roles or to tie specific reports to different roles.

4.7.6 Shall be able to generate reports for space utilization efficiency.

4.7.7 Shall be able to generate reports for projected room use.

4.7.8 Shall be able to link rooms to specific room use agreements.

4.7.9 Must have the ability to filter reports by multiple attributes (i.e., dates, location, department, course, etc.).

4.7.10 Must be able to generate reports based on room attributes, including by building, room type, event type (classes vs meetings), by the user making the reservation, etc.

4.7.11 Must be able to generate reports that show the changes made within the system to room setup, capacity, resources, or other room attributes by user. Reports should include date/time of change.

4.8 Payments/Billing

4.8.1 Must allow for multiple pricing structures for each room based on setup, client, or services.

4.8.2 Must allow for the creation of invoices for room utilization, staffing, equipment and other services.

4.8.3 Shall allow for a detailed customer database including contact and reservation history.

4.8.4 Must provide a data extract of bills and payments for uploading into a separate financial system.

4.9 Facilities Management

4.9.1 Shall provide space utilization and efficiency reports.

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

GENERAL CONTRACTOR REQUIREMENTS

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment more than the original contract period, which is anticipated to be from the date of award through the end of the first full year the software services are operational after implementation and training. The University shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or any portion thereof. If the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - 1.1 If the extension options are exercised, the contractor shall agree that the mark up shall be as stated on the Pricing Page.
 - 1.2 The percentage of increase for each extension option shall be computed against and added to the rate(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if the contractor does not complete applicable spaces, the price(s) during extension periods shall be the same as during the original contract period.
 - 1.3 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase.
 - 1.4 After the contract’s available renewal options have been exhausted, the University reserves the right to extend the contract in accordance with University policy and procedures, as mutually agreed to by the University and the contractor.
2. The contract between the University and the contractor shall consist of: (1) The solicitation and any amendments there to, and (2) the contractor's response to the solicitation. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the proposal solicitation shall govern.
3. All prices and percentages shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.

3.1 Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.

3.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.

4. 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. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, 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 to the University evidence of compliance with these requirements.
5. The contractor shall fully coordinate its activities in the performance of the contract with those of the University.
6. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no 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.
7. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources.
8. The contractor shall indemnify, defend and hold harmless the Board of Governors of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage or claim, including its attorney's fees. The contractor agrees to have in effect, throughout the duration of the contract, liability insurance coverage of the contractor for its acts, failure to act, or negligence, arising out of or caused by the activity which is the subject of the contract, in the form(s) and amount(s) sufficient to protect the University, its officers, agents, and employees, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured.
9. The contractor shall not be responsible for any injury or damage occurring because of any negligent act or omission committed by the University, including its Board of Governors, agencies, employees, and assigns.
10. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall

be entitled to receive just and equitable compensation for services delivered to and accepted by the University pursuant to the contract prior to the effective date of termination.

11. 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 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 to the contractor or any other person engaged in the contracted work.

- 11.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University.

12. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.

13. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a proposal, the contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

14. Authorized Personnel: 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.

- 14.1 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 University 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.

- 14.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 14.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the

employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- b. Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- c. Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

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, all amendments (if any) and all questions and answers received during the solicitation process 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. SUBMISSION OF PROPOSALS: Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and time specified. The signed RFP coversheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
 - 21 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.
 - 22 In addition to one (1) physical paper copy, the offeror should include one (1) complete USB flash drive copy of the bid for distribution to the appropriate evaluation personnel.
 - 23 The offeror is cautioned that it is the offeror's sole responsibility to submit all necessary information.
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.
 - 31 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.
4. Any offeror with questions should contact Holly Craiglow Buyer, at (573) 651-2021 or via email at hcraiglow@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.
 - 41 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 calendar days prior to the RFP opening date via email to hcraiglow@semo.edu.

5. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.

6. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. Vendors may access the current W-9 form at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The completed W-9 form may be submitted with the bid response.

7. EVALUATION PROCESS: The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the evaluation criteria shown below. Failure to provide adequate information for evaluation of the criteria listed below may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.

| | |
|------------------------------------------|-----|
| 7.1 Cost..... | 40% |
| 7.2 Proposed Method of Performance | 40% |
| 7.3 Offeror's Experience..... | 20% |

8. COST: Cost shall be evaluated based upon the costs provided on the pricing page (and additional pages as applicable) as indicated by the offeror. Rates quoted for extension options shall also be considered in the evaluation of cost.

8.1 Utilize the pricing page to provide the total costs for setup, implementation, training, and any other costs to bring the software system online and fully operational. Please attach additional pages as necessary to describe the breakdown of the total costs, including but not limited to interfaces to Ellucian Banner as necessary. If amounts will be billed based on milestones, please detail the amounts and milestone time periods.

8.2 Utilize the pricing page to provide the total costs for the software on an annual basis. Please attach additional pages as necessary to describe the breakdown of the how the total costs are assessed, such as number of licenses, FTE, flat fee, etc.

8.3 List any additional costs that the University may incur as part of the operation of each software, such as technical assistance or any other service. These costs should be itemized individually with a brief description.

8.4 Please list any other discounts or incentives for bundling services or multi-year contracts.

8.5 The offeror shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.

9. PROPOSED METHOD OF PERFORMANCE: The offeror shall present a written narrative which clearly and concisely states the method by which the offeror proposes to address the items in the scope of work for EACH software solution. In addition, please address each item listed below. To facilitate evaluation of the proposals, it is highly desirable that such narrative be organized utilizing the same numbering arrangement as listed in this document.

9.1 Describe how your software solution is hosted and the environment the software

- operates in: cloud or client based. Explain how the software functions in a mobile environment. Please detail any limitations on what can be done in a mobile environment as compared to a standard desktop interface.
- 92 Provide a detailed list of all hardware required for usage of the software solution. Include server or desktop machine requirements.
 - 93 Describe a typical installation and implementation plan to include expected time to implement.
 - 94 Describe the availability of a test environment for both initial implementation and subsequent upgrades.
 - 95 Describe what training programs or resources are available for both application administration and operational use.
 - 96 Detail what level of technical support is required by the campus to maintain the software, not to include end user usage of the software.
 - 97 Discuss in detail how technical assistance for the software solution is provided and the process for securing assistance. Include the average response time and any blackout periods where technical assistance is not available.
 - 98 Describe how upgrades are implemented or delivered and when required. Please explain the typical release cycle and expected system downtime during upgrades. Explain how far in advance notice is given to the campus.
 - 99 Describe how application data is protected and backed up for system recovery.
 - 9.10 If the proposal includes services beyond those outlined in this RFP, these must be detailed in the proposal.
10. OFFEROR'S EXPERIENCE: The offeror's experience and proposed method of performance will be considered in the evaluation process. Therefore, the offeror is advised to submit a narrative that addresses the following:
 - 10.1 The offeror should submit at least three (3) references or examples of universities of similar size where the same software you propose is actively in use. Each reference should include organization name and contact person with respective email address, title, telephone number, and mailing address. In addition, the offeror should provide a brief description of services performed for each reference. The offeror may utilize Offeror's Experience to provide this information on **Attachment 1**.
 - 10.2 The offeror should provide a brief description of the scope of usage of your software for each reference.
 - 10.3 Demonstrate knowledge, resources, and tools used to keep up with industry standards and customer demand, as well as available technical and training resources.
 - 10.4 The offeror is advised to submit any information which documents successful and reliable experience in past performances similar in nature to the requirements specified in this document.
 11. **Attachment 2** - 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. Therefore, the offeror is requested to complete and return **Attachment 2** with the proposal response. Completion of this Attachment does not affect contract award.
 12. **Attachment 3** - 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 3, Business Entity Certification, Enrollment

Documentation, and Affidavit of Work Authorization. The applicable portions of **Attachment 3** must be submitted prior to contract award.

13. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a proposal/bid, the contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.
14. 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 the offeror's proposal.
15. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

PRICING PAGE

The offeror must complete, sign, and return this Pricing Page.

1. Set-up, Implementation, and Training of Software Solution: The offeror must provide a total price for the software from contract award date through operational date. The total price must include all applicable costs including, but not limited to, software, hardware, training, resources, etc., needed to implement the system. In addition to providing the total price, the offeror must include a detailed itemized listing of the costs. If any discounts or incentives for bundling services or multi-year contracts are being offered, please list those on additional pages as necessary.

1.1 _____ Catalog Management (from award date through operational date)
Total cost

1.2 _____ Curriculum Management (from award date through operational date)
Total cost

1.3 _____ Event/Class Scheduling (from award date through operational date)
Total cost

2. Software Subscription/Maintenance annual costs: The offeror must include total annual price for the software after it is operational. In addition to providing the total price, the offeror must include a detailed itemized listing of the costs.

2.1 _____ Catalog Management – year 1 (first full year after operational/go-live date)
firm, fixed price

2.2 _____ Curriculum Management – year 1 (first full year after operational/go-live date)
firm, fixed price

2.3 _____ Event/Class Scheduling – year 1 (first full year after operational/go-live date)
firm, fixed price

3. In the event the University exercises its option to renew the contract, the offeror must state below the firm, fixed service charge for each renewal option. 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 11, item 1.2. Failure to complete this section may result in the rejection of the offeror's proposal.

3.1 Catalog Management

- _____ % Maximum percentage of increase – 1st annual renewal
- _____ % Maximum percentage of increase – 2nd annual renewal
- _____ % Maximum percentage of increase – 3rd annual renewal
- _____ % Maximum percentage of increase – 4th annual renewal

3.2 Curriculum Management

- _____ % Maximum percentage of increase – 1st annual renewal
- _____ % Maximum percentage of increase – 2nd annual renewal
- _____ % Maximum percentage of increase – 3rd annual renewal
- _____ % Maximum percentage of increase – 4th annual renewal

3.3 Event/Class Scheduling

- _____ % Maximum percentage of increase – 1st annual renewal
- _____ % Maximum percentage of increase – 2nd annual renewal
- _____ % Maximum percentage of increase – 3rd annual renewal
- _____ % Maximum percentage of increase – 4th annual renewal

By signature below, the offeror hereby affirms that the price indicated above is quoted in accordance with all terms and conditions of Request for Proposal 6031. 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 certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- 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

Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

**EXHIBIT 1
CURRENT UNIVERSITY SCHEDULING AND RELEVANT SOFTWARE**

1. Enterprise Resource Planning Software
 - 1.1 Ellucian Banner (on-prem recent version)

2. Event Scheduling Software
 - 2.1 Accruent EMS (cloud hosted)
 - 2.2 River Campus: Accruent EMS (cloud hosted)
 - 2.3 Student Recreation Center: Accruent EMS (cloud hosted)
 - 2.4 International Education & Services: Accruent EMS (cloud hosted)

3. Residence Hall Room Assignment
 - 3.1 StarRez (cloud hosted)

4. Facilities Management Work Order System
 - 4.1 WebTMA iService Desk (on-prem, version 7) <http://facilities.semo.edu/>

5. University Catering
 - 5.1 Ziphthru programs Catertrax; software utilized by Compass Groups USA
<https://semo.catertrax.com/>

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

**EXHIBIT 2
RESERVATION INFORMATION**

Academic Classrooms

Reservations included face-to-face classroom reservations on any University owned or operated facility where the class was scheduled. Classes that did not meet face-to-face (online courses) are not included as they did not have a physical room reservation.

| Academic Year | Count | Notes |
|---------------|--------|---------------------------------------------|
| 2024-2025 | 71,894 | Reflects classes in any university facility |
| 2023 -2024 | 84,776 | Reflects classes in any university facility |
| 2022-2023 | 85,631 | Reflects classes in any university facility |
| 2021-2022 | 85,326 | Reflects classes in any university facility |
| 2020-2021 | 81,805 | Reflects classes in any university facility |

Office of Campus Life and Events Services

Reservations include meetings scheduled through the Office of Campus Life and Events Services. Note: The number of reservations through the Office of Campus Life and Event Services do not include classes and events at select campus venues like the University's Performing Arts campus or the Show Me Center (Arena). Most reservations for the University campus are managed by the Office of Campus Life and Events Services.

| Academic Year | Count | Notes |
|---------------|-------|---------------------------|
| 2024-2025 | 7743 | Bookings as of 1/1/7/25 |
| 2023 -2024 | 9006 | |
| 2022-2023 | 9724 | |
| 2021-2022 | 8954 | |
| 2020-2021 | 5547 | Switch to EMS in Jan 2021 |

Student Recreation Center

Reservations at the Student Recreation Center include class meetings in the facility, rental for birthday parties, rental by other external groups, campus events like commencement, and smaller student organization meetings.

| Academic Year | Count | Notes |
|---------------|-------|-------------------------------------|
| 2024-2025 | 3741 | Bookings as of 1/1/7/25 |
| 2023 -2024 | 5196 | |
| 2022-2023 | 5906 | |
| 2021-2022 | 339 | Switch to EMS |
| 2020-2021 | 0 | Not using EMS, Integral System Used |

River Campus/HCAM

| Academic Year | Count | Notes |
|---------------|-------|-------------------------|
| 2024-2025 | 3179 | Bookings as of 1/1/7/25 |
| 2023 -2024 | 4532 | |
| 2022-2023 | 4920 | |
| 2021-2022 | 3639 | |
| 2020-2021 | 2005 | Switched to EMS |

International Education & Services

| Academic Year | Count | Notes |
|---------------|-------|-------------------------------------|
| 2024-2025 | 93 | Bookings as of 1/1/7/25 |
| 2023 -2024 | 44 | Staff Transition/Retraining |
| 2022-2023 | 179 | |
| 2021-2022 | 9 | |
| 2020-2021 | 0 | Not using EMS, Integral System Used |

**SOUTHEAST MISSOURI STATE UNIVERSITY
CATALOG/ CURRICULUM/ SCHEDULING SOFTWARE
REQUEST FOR PROPOSAL 6031**

**ATTACHMENT 1
OFFEROR'S EXPERIENCE**

The bidder should provide three (3) references as requested on page 17, item 10.1 of RFP 6031

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

ATTACHMENT 2 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 3
BUSINESSENTITYCERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESSENTITYCERTIFICATION:

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 3 continued

BOXB-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) 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 3 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

**SOUTHEASTMISSOURI 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 bid prior to the specified opening date and time.
- c. **Proposal Closing Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed bids in the Purchasing Department.
- d. **Offeror** means the person or organization that responds to an RFP by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- e. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- f. **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.
- g. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- h. **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.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive and not evaluated nor considered for contract award.
- k. **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 bid prior to the specified bid opening date and time.
- 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 bid process, etc., must be directed to the Purchasing Department. Such communication must be received no later than seven (7) calendar days prior to the official bid 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 bid 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 bid 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 BIDS

- 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 bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, tradenames, 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 bid. 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. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to bid 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 bid 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 FOB destination unless otherwise specified in the RFP.
- g. Proposals, including all pricing therein, shall remain valid for 90 days from proposal closing unless otherwise indicated. If the bid is accepted, the entire bid, 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 bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. All bids 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 bids should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid 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 bid 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 bid shall not be honored.

- d. A bid 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 bid 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 bid 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 bid unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed bids shall not be accepted unless otherwise indicated on the RFP cover sheet. However, faxed and e-mailed no-bid notifications shall be accepted.

6. BIDOPENING

- a. Bid openings are public on the opening date and at the opening time specified on the RFP document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids 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 bid. 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 bid. 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 bid (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best bid, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP, and (3) complies with Sections 34.010 and 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 bid.
- f. The University reserves the right to reject any and all bids. When all bids 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 bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. 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.
- j. All offerors and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. 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.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- n. Any bid 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 bid, 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 and any amendments thereto, (2) the contractor's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) University's acceptance of the response (bid) 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 bid 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 their 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