



**SOUTHEAST MISSOURI**  
STATE UNIVERSITY · 1873®

**REQUEST FOR PROPOSAL 6032**

**TITLE: EMPLOYER OF RECORD**

**DATE: DECEMBER 12, 2024**

**BUYER: TANYA STEVENS**

**EMAIL: tstevens@semo.edu**

**PHONE: (573) 651-2588**

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

**DATE: JANUARY 17, 2025**

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

**DELIVERY INSTRUCTIONS**

**For USPS/FedEx/UPS, etc.**

**Proposals must be mailed to:  
Purchasing Department**

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

**OR delivered by offeror to:**

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

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

**MUST BE SIGNED TO BE VALID**

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
EMPLOYER OF RECORD (EOR)  
REQUEST FOR PROPOSAL 6032**

**INTRODUCTION AND GENERAL INFORMATION**

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”), is seeking proposals from qualified, experienced, financially sound and responsible Employer of Record (EOR) providers who offer compliance with applicable state employment laws, including payroll and tax laws, workers’ compensation requirements, unemployment insurance requirements, and all other state statutory compensation and benefits for individuals who reside and work in US locations other than Missouri with the ability to support global EOR services if the need were to arise.

**INTRODUCTION**

Established in 1873, Southeast Missouri State University is a comprehensive, four-year public university located in Southeast Missouri with satellite locations in Sikeston and Kennett. The University’s main campus is located in Cape Girardeau, Missouri, approximately 120 miles south of St. Louis, Missouri, and 165 miles north of Memphis, Tennessee. Southeast derives its authority from the people of Missouri through the Missouri State Legislature. While serving the region, state, nation, and world, the University maintains a strong commitment to the diverse twenty-four counties of southeast Missouri. As a multi-purpose institution, the University achieves its educational goals through the offering of degree programs and other learning experiences to its varied constituents, including approximately 9,000 undergraduate students and 1,000 graduate students. Additional information can be found on the University web page at <https://semo.edu/about/>.

**GENERAL INFORMATION**

1. Southeast Missouri State University is seeking an employer of record service for approximately twenty (20) individuals in multiple states to perform services in an adjunct faculty role. The states may include, but are not limited to, the following:

- Arizona
- California
- Colorado
- Florida
- Georgia
- New York
- North Carolina
- Tennessee
- Texas
- Virginia
- Washington
- Wisconsin

2. The positions may provide services for the full semester (16-week course), parts of term within the semester (typically 8-week course, but there may be other shorter parts

of term), winter term (4-week course) and/or summer term (varying lengths from 4-week to 8-week courses).

**Part-time Faculty Rates**

<b>Degree</b>	<b>One (1) Workload Hour (Typical Class is 3 Workload Hours)</b>
Masters	\$937
Masters + 30 hours	\$1,029
Doctorate	\$1,132
Emeriti	\$1,357

Note: Part-time faculty assigned more than nine workload hours per semester, are paid at \$1,400 per workload hour, no matter their degree level.

3. The University’s anticipated time frame for this project is as follows:

Issue RFP: December 12, 2024

RFP Closing Date: January 17, 2025

Proposal Review, Evaluation, and Award through: February 14, 2025

Contract Period Start Date: May 1, 2025

4. The University anticipates awarding one contract as a result of this Request for Proposal. The initial contract period is anticipated to be May 1, 2025, through April 30, 2026.
5. The number of workers utilized by the University is subject to the University’s sole and absolute discretion. No minimum shall be required. The University does not guarantee any usage on any contract awarded.
6. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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**SCOPE OF WORK**

The contractor shall provide employer of record services that meet or exceed the specifications listed below, and in accordance with all terms and conditions contained in this document. The services requested may not be limited to adjunct faculty positions, depending on the University's business needs.

1. The Contractor shall provide the following employer of record services:
  - Ensure workers are properly onboarded and offboarded.
  - Conduct background checks and ensure that all background checks meet or exceed Southeast Missouri State University's standards including criminal records, SSN trace, national sex offender registry search and education verification (highest degree earned).
  - Ensure worker authorization meets required federal and state requirements.
  - Process and manage payroll; calculating and withholding employee taxes, state unemployment insurance and other state mandated benefits; calculating and distributing taxes and other employer payments and documenting to appropriate federal, state, and local municipalities as required.
  - Administer and process all tax and compensatory benefit program deposits provided by the EOR.
  - Determine and comply with any state-based employer obligations applicable to a worker, including any state-based wage and hour regulations, registration or reporting obligations, or statutory benefits.
  - Provide a seamless, easy-to-use system or methodology for adding, removing, or changing a worker's record and have the ability to manage short-term workers who may work for repeated terms that may or may not include a break in service.
  - Determine and comply with requirements for unemployment insurance per state and rate charged.
  - Determine and comply with any workers' compensation insurance and addressing claims as they arise.
  - Determine and comply with applicable occupational health and safety standards.
  - Determine and comply with any state-based employment laws applicable

to an individual working exclusively from another state, such as unique training requirements.

- Ensure workers acknowledge all University policies and procedures and complete specific University training requirements.
  - Ensure workers meet or exceed the minimum requirements and qualifications for the position.
2. Offerors must include detailed narratives of processes and costs with proposal submissions. Cost models should help Southeast understand acquisition and on-going costs, including the extent to which cost models are dependent on the specific states.
- Provide an estimate of any one-time start-up costs associated with implementing the proposed services, including onboarding or set up fees. Specify whether such costs are per worker, per pay period, or transaction.
  - Provide an estimate of any ongoing fees associated with the proposed services and specify whether such costs are on a fixed or percentage basis and calculated based on wages, total compensation, or another metric. Note any grouped service pricing or discounts.

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**GENERAL CONTRACTUAL REQUIREMENTS**

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which is anticipated to be May 1, 2025, through April 30, 2026. The University shall have the right, at its sole option, to the contract for four (4) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms and conditions of the original contract shall remain the same and apply during the extension period.
  - 1.1 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 bid solicitation shall govern.
  - 1.2 If an extension option is exercised, the contractor shall agree that the fees shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
  - 1.3 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted; the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.
2. All percentages shall be as indicated 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 which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
  - 2.1 Unless otherwise agreed upon, payment for all goods and services required herein shall be made in arrears on a monthly basis. The contractor must submit a monthly itemized invoice. Payment will be made to the name and address identified in the contract as the “contractor”.
  - 2.2 In the event the Scope of Work is revised, additional compensation shall be considered and negotiated at that time. The University may request other professional services not included in the contractor's proposal and may negotiate the related fees for such services with the contractor.
3. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the

University. The sole relationship with the contractor is as established by this contract. The contractor is responsible for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide evidence of compliance with these requirements.

4. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.
5. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University 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.
6. The contractor shall, within 10 calendar days after the award of the contract, submit a written notification to the University's contract administrator of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed.
7. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University.
  - 7.1 The University reserves the right to have the contractor immediately remove or replace personnel whose performance the University determines to be unsatisfactory. There will be no charge to the University for the contractor's replacement of such personnel while under contract with the University.
8. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Governors, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the

insurance shall be provided by the contractor to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, the University must be notified immediately.

9. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Governors, agencies, employees, and assigns.
10. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University 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. The contractor further agrees that all data, technical information, and reports developed by the contractor are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University. Upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
11. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
12. 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 RFP or the contractor's offer. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.
13. 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 at any time in conjunction with or in replacement of the contractor's services.
14. 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 sixty (60) calendar days prior to the effective date of such termination. Upon termination or cancellation of the contract for any reason, the contractor shall agree to continue providing services as and if requested by the University in accordance with the terms and conditions of this contract.



15. 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.
- 15.1 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.
- 15.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 15.3 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.
16. 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.

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**OFFEROR'S INFORMATION**

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

1. Southeast currently issues all solicitations via the University's website at: <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently, and it is the offeror's responsibility to ensure that all applicable documents needed to satisfy the requirements of the Request for Proposal, and any amendments thereto are included in the proposal package. Additionally, the University will update the website immediately upon contract award.
2. Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
  - 2.1 In addition to the original proposal, the offeror should include one (1) complete paper copy and one (1) complete USB flash drive copy of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
  - 2.2 Proposal openings are public on RFP closing date and 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 shall not be disclosed at the public opening.
  - 2.3 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. 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, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
3. Any offeror with questions should contact Tanya Stevens, Buyer. It is preferred that all questions be sent via e-mail to [tstevens@semo.edu](mailto:tstevens@semo.edu). The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.

4. **EVALUATION CRITERIA:** The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.
  - 4.1 Cost of Services Proposed.....50%
  - 4.2 Proposed Method of Services..... 30%
  - 4.3 Experience and Reliability of Offeror's Organization ..... 20%
  
5. **COST (50%):** Cost shall be evaluated based upon cost models to help Southeast understand acquisition and on-going costs, including the extent to which cost models are dependent on the specific states. The number of workers utilized by the University is subject to the University's sole and absolute discretion. No minimum shall be required.
  - 5.1 Provide detailed cost model(s) that address, at a minimum, the following:
    - 5.1.1 Provide an estimate of any one-time start-up costs associated with implementing the proposed services, including onboarding or set up fees. Specify whether such costs are per worker, per pay period, or transaction.
    - 5.1.2 Provide an estimate of any ongoing fees associated with the proposed services and specify whether such costs are on a fixed or percentage basis and calculated based on wages, total compensation, or another metric. Note any grouped service pricing or discounts.
  
6. **PROPOSED METHOD OF SERVICES (30%):** Services provided by the offeror's organization in regard to global EOR (employee of record) services including payroll and tax laws, workers' compensation requirements, unemployment insurance requirements, and all other state statutory compensation and benefits for individuals who reside and work in the US locations other than Missouri.
  - 6.1 Provide information with your proposal that addresses all requirements listed in Scope of Work, Section A.
  - 6.2 Provide information with your proposal that answers all questions included on **Attachment 1**.
  - 6.3 Provide any information with your proposal on other related services (and the associated costs) that your organization could provide to the University.
  
7. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION (20%):** Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP. Please utilize **Attachment 2**.

- 7.1 The offeror should submit at least three (3) references for organizations which are currently utilizing the offeror's services. Specifically, the offeror should submit a minimum of three (3) references of public higher educational institutions of similar scope and complexity as Southeast. Each reference should include organization name and contact person with email address, title, telephone number, and address. The offeror should also provide a brief description of services performed for the references. **Submittals which do not include reference information may not be considered.**
  - 7.2 The offeror should submit information for three (3) organizations which recently ceased utilizing the offeror's services. Information should include organization name and contact person with email address, title, telephone number, address, and reason why services were discontinued.
8. After an initial screening process, the offeror may be contacted to clarify and verify the proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a telephone or web conferencing may be conducted.
9. 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.
10. **Attachment 3:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 3 with the bid/proposal response. Completion of this Attachment does not affect contract award.
11. **Attachment 4:** Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 4, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 4 must be submitted prior to an award of a contract.
12. The attached Terms and Conditions Request for Proposal (revised 08/27/19) are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of offeror's proposal.

## **Attachment 1**

### **Information to be Included with Proposal**

*See Offeror's Information #6.*

1. Describe the ownership structure of your organization.
2. Share a mission statement or a similar statement of purpose that will help us better understand your organization.
3. What is the total approximate number of clients you serve?
4. How many organizations of similar size to Southeast Missouri State University do you serve?
5. How many higher education institutions do you serve?
6. Describe the proposed dedicated team that would support Southeast Missouri State University, including role, background, education and any other relevant qualifications.
7. Does your organization provide services in all 50 states? If not, please specify those states that you do not service.
8. Does your organization provide services in any other countries? If so, please specify.
9. Describe your organization's customer support model including days and times of available support.
10. Any additional information that may provide further information about your organization's services and capabilities.
11. Describe any future optional services to be considered, such as an international employer of record. Please describe your company's capabilities to perform these services and provide cost estimates. Note that the capability to provide these future services is not part of the selection criteria for this RFP but may be considered by the University.

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**ATTACHMENT 2  
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 10, item 7.1.

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 3  
VENDOR INFORMATION**

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

**SECTION I**

**BUSINESS TYPE**

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

**DEFINITIONS:**

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

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

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

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

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

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

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

- Small, Minority, Non-Missouri

**SECTION II**

**SERVICE-DISABLED VETERAN STATUS**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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



**SECTION III**

**BLIND OR SHELTERED WORKSHOP**

Indicate appropriate business classification (s):

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

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

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

\_\_\_\_\_

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

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

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

**Certification Number:** \_\_\_\_\_

(or attach a copy of certificate)

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

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

\_\_\_\_\_  
Date

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

**BUSINESS ENTITY CERTIFICATION:**

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

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

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

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

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

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

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

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

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

\_\_\_\_\_  
Authorized Representative’s Name  
(Please Print)

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

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

\_\_\_\_\_  
Date

ATTACHMENT 4 continued

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

ATTACHMENT 4 continued

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date