



**SOUTHEAST MISSOURI**  
STATE UNIVERSITY · 1873®

**INVITATION FOR BID 6039**

**TITLE: PROMOTIONAL ITEMS**

**DATE: February 25, 2026**

**BUYER: Holly Craighow**

**EMAIL: hteague@semo.edu**

**PHONE: (573) 651-2021**

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

**DATE: Thursday, April 9, 2026**

**TIME: 2:30 P.M.**

**DELIVERY INSTRUCTIONS**

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

**Bids must be mailed to:**

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

**OR delivered by bidder 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, and the selection of the lowest and best bidder is made in accordance with all applicable public procurement laws.

**MUST BE SIGNED TO BE VALID**

The bidder 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 bid. 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  
PROMOTIONAL ITEMS  
INVITATION FOR BID 6039**

**SCOPE OF WORK**

Southeast Missouri State University (hereinafter referred to as “University”) is seeking to obtain competitive bids from qualified organizations to provide a wide range of promotional items. The University anticipates awarding contracts to more than one firm to provide high quality products at the highest level of customer service for a reasonable price. The University’s current promotional item contracts established from a prior Invitation for Bid are listed on our Marketing website at <https://semo.edu/marketing-communications/resources/vendors>.

For all contracts awarded, the University’s Contract Administrator shall be the Assistant Vice President for Marketing and Communications. However, due to the decentralized nature of the University and the nature of these intended contracts, it is anticipated that a variety of individuals from multiple departments will most likely work directly with the contractor. All design work must be shared by the vendor with brand@semo.edu for official institution approval before production can begin regardless of initiating department. The contractor shall provide the items and services listed herein for the University, in accordance with all terms and conditions.

1. The contractor must provide promotional items including, but not limited to, advertising specialties, premiums, incentives, business gifts, awards, prizes, commemoratives, etc., as needed. The items will not be used for resale. Promotional items will include, but are not limited to, the items listed below. Most items will require screen printing, imprinting, embossing, embroidery, etc.
  - 1.1 Apparel: Short and Long-sleeved T-shirts, Hoodies, Hats
  - 1.2 Bags and Totes: Backpacks, Tote Bags, Portfolios
  - 1.3 Beverage and Drinkware: Tumblers, Water Bottles
  - 1.4 Other Promotional Items: Pencils, Pens, Journal Notebooks, Flash Drives
2. All apparel must be available in standard women’s and men’s sizes. Sizes must range from small to 6X large. Tall sizes must also be available.
3. Contractor must provide a quote listing the items and price for each request received. Each quote must reflect the list price and discount amount. List price shall be defined as the current published price listed in the contractor’s catalog or as listed on the contractor’s website.
4. The contractor must provide ongoing assistance to University personnel in the development of product specifications.
  - 4.1 The contractor shall provide personnel to perform consultation and develop quotes for University personnel.
  - 4.2 The contractor shall provide professional design services when/if requested by the University.
5. It is anticipated that all necessary artwork will be prepared by the University and delivered to the contractor. However, the contractor is responsible for conversion of the format as needed.

- 5.1 All artwork provided by the University will remain the property of the University and must be returned at the conclusion of the job.
- 5.2 The contractor must register with the University's trademark licensing agent, Affinity Licensing. All rights and requests for trademarks shall be in accordance with University policy and the University will clarify use of all trademarks with its licensing agent.
- 5.3 The contractor must abide by the University's Brand and Graphic Standards Policy. The policy is available at <https://semo.edu/university-marketing/brand/index.html>.
6. Orders shall only be placed with a signed purchase order. The contractor shall not accept a verbal notification in lieu of an approved purchase order.
7. Orders will be placed on an "as needed" basis. The University guarantees no quantity, and minimum order quantities will not be accepted.
8. The University will not accept nor pay for any overage or overrun greater than 2%. Likewise, the University will not accept any order with a shortage in excess of 2%.
9. At no additional cost to the University, the contractor must resolve any outstanding issues regarding any orders. In addition, the contractor must respond to calls from University personnel, preferably within two (2) business days after calls are received.
10. The University reserves the right to reject the job if it does not meet University quality standards. The contractor will be responsible for the return and replacement of all items that are considered to be of poor quality, defective, or unusable.
11. In the event of manufacturer discontinuation of a contract item, the contractor shall substitute an item with equal or better capabilities for equal or less cost than the discontinued item. The contractor shall not substitute any item without final approval of the University. The University shall be the final authority as to the acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
PROMOTIONAL ITEMS**

**INVITATION FOR BID 6039**

**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the IFB pertains to the bidder selected for final contract award ("contractor").

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.
  
2. The contract shall not bind, nor purport to bind, the University for any contractual commitment more than the original contract period, which shall be for twelve consecutive months from the date of contract award. 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.
  - 2.1 If the contract is renewed, the contractor shall agree that the discounts/prices shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
  - 2.2 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.
  
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 Invitation for Bid.
  - 3.1 Payment for all goods and services required herein shall be made after the successful completion of all requirements as set forth in the contract and subsequent purchase order(s). The contractor shall submit an original invoice and reference the respective purchase order number. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
  - 3.2 The University will not make any advance deposits.
  
4. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
  
5. 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.

6. 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 the University with evidence of compliance with these requirements.
7. The contractor shall fully coordinate its activities in the performance of the contract with those of the University.
8. 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.
9. 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.
10. 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.
11. 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. 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.
12. 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.
  - 12.1 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.

13. 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.
14. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a 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.
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:
    - i. 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
    - ii. 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
    - iii. 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  
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INVITATION FOR BID 6039**

**BIDDER'S INFORMATION**

This portion of the IFB pertains to any interested party which wishes to be provided with an opportunity to submit a bid.

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) added during the solicitation process will be posted to the website. Please note that it is the bidder's sole responsibility to check the website to obtain any additional information posted for the IFB. Additionally, the University will update the website upon award.
2. Bids must be completed, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and time as specified on the IFB cover sheet.
  - 2.1 In addition to (1) physical paper copy, the bidder should include one (1) complete USB flash drive copy of the bid for distribution to the appropriate evaluation personnel.
3. Any bidder with questions should contact Holly Craiglow, Buyer, via email at [hcraiglow@semo.edu](mailto:hcraiglow@semo.edu). Bidders may not contact other University employees regarding any of these matters while the IFB and evaluation are in process. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications, or requirements of the IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. The bidder must submit such in writing no later than seven (7) calendar days prior to the IFB opening date via email to [hcraiglow@semo.edu](mailto:hcraiglow@semo.edu).
4. Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. The completed W-9 form may be submitted with the bid response.
5. **EVALUATION PROCESS:** Any award accomplished as a result of this Invitation for Bid shall be based on the lowest and best bid received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the criteria listed below may result in minimal subjective consideration and/or in rejection of the bid.
  - 5.1 Cost .....60%
  - 5.2 Proposed Product / Reliability of Bidder's Organization ..... 40%
6. **COST:** Cost shall be calculated based upon the firm, fixed prices and percentages as indicated by the bidder on the Pricing Page. The bidder is encouraged to submit a completed Pricing Page for each category of items.
  - 6.1 To help determine cost, the bidder must provide a website address or a catalog that lists all items and the respective list price. To determine a firm, fixed discount off list price, each bidder must base the discount on the price list current as of Thursday, April 9, 2026.
  - 6.2 To assist in item cost comparisons, the bidder must complete **Attachment 1** using current prices and catalog item codes of the most commonly ordered items by the University.

7. **PROPOSED PRODUCT/SERVICE/EXPERIENCE AND RELIABILITY OF BIDDER'S ORGANIZATION:** To facilitate evaluation of the bids, the bidder should submit each of the following:
  - 7.1 Samples of the top five (5) selling items, excluding apparel (such as a pen, pencil, water bottle, lanyard, flash drive, tote, etc.)
  - 7.2 Full description of any additional professional services or incentives which will be provided to the University, especially those offered at no or minimum charge, in addition to fulfilling the Scope of Work.
  - 7.3 Three (3) references of organizations for which the bidder is currently providing the same or similar items and services. Each reference should include organization name, contact person with respective title, email address, address, telephone number, and brief description of products and services provided. The bidder is encouraged to complete and submit **Attachment 2** to provide references.
  - 7.4 Any information which documents successful and reliable experience in past performances similar in nature to the requirements specified in this document.
8. Vendor Business 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 bidder is requested to complete and return **Attachment 3** with the bid response. Completion of this attachment does not affect contract award.
9. Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a "business entity," the bidder must affirm the bidder'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 bidder should complete applicable portions of **Attachment 4**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this attachment must be submitted prior to an award of a contract.
10. The attached Terms and Conditions for Invitation for Bid (revised 08/27/19) are hereby incorporated. Bidder's terms and conditions which conflict with this Invitation for Bid and/or the attached Terms and Conditions could result in rejection of the bid.
11. 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 Invitation for Bid.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
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**PRICING PAGE**

The bidder must provide a price or percentage for each item within the category listed below. In addition, the bidder must include a list of the items that fall within each category. Any bid that does not include a price or "no charge" for each item within a respective category will be considered non-responsive and will not be further evaluated nor considered for contract award. A bid is not required for each category.

The contractor must provide a catalog or other materials showing the list price for items. The firm, fixed discount (percent off) list percentage must include all applicable charges (shipping, handling, delivery, etc.) and must be stated FOB destination. The firm, fixed price for artwork will only be applicable if the University does not provide the artwork. Therefore, the bidder will need to indicate a firm, fixed price per hour. The firm, fixed price for setup needs to include all of the following types: screen print, imprint, foil stamp, embossing, embroidery, and debossing. Therefore, the firm, fixed price for setup needs to be stated per color. In addition, complete **Attachment 1** to assist in item cost comparisons of the most commonly ordered items by the University.

Category 1.1: Apparel

\_\_\_\_\_ % firm, fixed discount (percent off)

\$\_\_\_\_\_ firm, fixed price for artwork (if not provided by the University) per hour

\$\_\_\_\_\_ firm, fixed price for setup per color

\_\_\_\_\_ % not-to-exceed percentage for overage/overrun

\_\_\_\_\_ % not-to-exceed percentage for shortage

Items included:

Category 1.2: Bags and Totes

\_\_\_\_\_ % firm, fixed discount (percent off)

\$\_\_\_\_\_ firm, fixed price for artwork (if not provided by the University) per hour

\$\_\_\_\_\_ firm, fixed price for setup per color

\_\_\_\_\_ % not-to-exceed percentage for overage/overrun

\_\_\_\_\_ % not-to-exceed percentage for shortage

Items included:

Category 1.3: Beverage and Drinkware

\_\_\_\_\_ % firm, fixed discount (percent off)

\$\_\_\_\_\_ firm, fixed price for artwork (if not provided by the University) per hour

\$\_\_\_\_\_ firm, fixed price for setup per color

\_\_\_\_\_ % not-to-exceed percentage for overage/overrun

\_\_\_\_\_ % not-to-exceed percentage for shortage

Items included:

Category 1.4: Other Promotional Items not listed above

\_\_\_\_\_ % firm, fixed discount (percent off)

\$\_\_\_\_\_ firm, fixed price for artwork (if not provided by the University) per hour

\$\_\_\_\_\_ firm, fixed price for setup per color

\_\_\_\_\_ % not-to-exceed percentage for overage/overrun

\_\_\_\_\_ % not-to-exceed percentage for shortage

Items included:

By signature below, the bidder hereby affirms that the above prices and percentages are stated in accordance with all terms and conditions of Invitation for Bid 6039. In addition, the bidder 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 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.

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
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**ATTACHMENT 1  
COMMONLY ORDERED ITEMS**

The bidder must provide the current pricing and catalog item code for each item listed below. Please note the quantities of each item and include all applicable charges (set-up charges, shipping, etc.) and discounts (firm, fixed percent off per the IFB 6039 pricing page) in the pricing. Note: These are examples for price comparison only. Assume all items are of medium grade and are printed on one side only with a standard color. Also assume the University has provided the necessary artwork.

<b>Category 1.1: Apparel</b>	<b>Quantity</b>	<b>Price</b>	<b>Catalog Item Code</b>
T-Shirt - Adult Large 50/50 blend with 1 color imprint	100		
Polo Shirt - Adult Large 100% pre-shrunk cotton with 1 color imprint	100		
Twill Unstructured Caps - 1 color embroidery	100		
<b>Category 1.2: Bags and Totes</b>			
Drawstring Backpack - 1 color imprint	100		
Non-woven Shopping Bag Tote, No Zipper - Medium size with 1 color imprint	100		
<b>Category 1.3: Beverage and Drinkware</b>			
Plastic Tumbler - 16 oz with 1 color imprint	100		
Plastic Water Bottle - 24 oz with 1 color imprint	100		
<b>Category 1.4: Other Promotional Items</b>			
Stylus Pen - 1 color imprint	1000		
Flash Drive - 2 GB with 1 color imprint	100		
Lanyard - 3/4" with 1 color imprint	1000		
Journal Notebook – 5" x 7" with 1 color imprint	500		

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**ATTACHMENT 2  
BIDDERS EXPERIENCE**

The bidder should provide three (3) references as requested on page 8, item 7.3 of IFB 6039

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 <https://www.e-verify.gov/>.

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 4 continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

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

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

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

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



**SOUTHEAST MISSOURI STATE UNIVERSITY**  
**TERMS AND CONDITIONS**  
**INVITATION FOR BID**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an IFB or to a contract.
- b. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the bidder should complete and submit with the sealed bid prior to the specified opening date and time.
- c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed bids in the Purchasing Department.
- d. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB 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 bidder as a result of an IFB and who enters into a contract.
- h. **Invitation for Bid (IFB)** means the solicitation document issued by the Purchasing Department to potential bidders 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 bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder 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 IFB 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.