



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

REQUEST FOR PROPOSAL 5997

TITLE: PRINTING & RELATED MARKETING SERVICES

DATE: MAY 11, 2023

BUYER: TANYA STEVENS

EMAIL: tstevens@semo.edu

PHONE: (573) 651-2588

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: JUNE 1, 2023

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

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Terms and Conditions (dated 08/27/2019)

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BACKGROUND AND GENERAL INFORMATION

1. Southeast Missouri State University (hereinafter “University” or “Southeast”) is seeking to obtain competitive proposals for printing and related marketing services as specified in this document. Services include, but are not limited to, design, printing, binding, layout, and related marketing services for various institutional publications published by the University. For purposes of this document, printing services are also inclusive of “quick” black/white and color copying for the campus community.
2. Southeast Missouri State University is a regional comprehensive institution of higher education that 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. The University's community consists of approximately 10,000 undergraduate students, 1,200 graduate students, and 1,200 full and part-time faculty and staff. Additional information can be found on the University web page at <http://www.semo.edu/about>.
3. By means of this Request for Proposal, the University is seeking to enter into contracts with more than one firm to provide high quality products at the highest level of customer service for a reasonable price. The contracts are described by the following Options, which also correspond with the Pricing Pages.
 - 3.1 Option 1:

The intent of this option is to award multiple contracts for printing and related marketing services. University departments will be allowed to utilize any of these pre-certified contractors. This recognizes that different contractors have various expertise or equipment which fulfills a specialty niche. For larger jobs, departments will be encouraged to obtain competitive quotes, based on the job specifications, from more than one contractor before selecting one of the contractors to perform the services. Selection of contractors for Option 1 does not allow them to provide services that fall into Option 2.
 - 3.2 Option 2:

The University believes it would be in its best interest for consistency and economy of scale purposes to award one contract to one contractor to print the University's “professional business package” (Part A) as well as providing an on-campus quick black/white and color copying operation (Part B). Only the contractor under contract for Option 2 may provide those services.

Part A: The University's “professional business package” includes University standardized stationery items, such as business cards, letterhead, invitations, envelopes, note pads, carbonless forms, note cards, message pads, and memo pads. The University reserves the right to have non-standard items printed under Option 1 and to add additional items to Option 2. Only the contractor under contract for Option 2 may provide those services.

Part B: One vendor will be designated to serve on campus as a quick-copy operation (inclusive of the types of work commonly available in this type of operation). The University requires this vendor to utilize an on-campus area, currently located in Parker Hall (1,200 square feet). The area serves as both a copy center and as a convenient drop off/pick up location for campus customers.

4. The University's anticipated time frame for this project is as follows (dates are tentative and subject to change):

Issue RFP: May 11, 2023

RFP Closing Date: June 1, 2023

Proposal Evaluation Through: June 23, 2023

Contract Period Start Date: July 1, 2023

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SCOPE OF SERVICES

1. The contractor shall provide printing and related marketing services for the University, as specified in the Notice of Contract Award for Option 1 and 2. The contractor must meet or exceed the requirements below when providing services to the University on an as-requested basis.
 - 1.1 Provide the highest possible quality of cost-efficient printing and customer service.
 - 1.2 Utilize paper of the quality equivalent to paper either currently being used or as requested by the University. When a paper other than that specified by the University is suggested by the vendor, the vendor must demonstrate the equivalency of paper quality unless otherwise directed by the University (i.e., provide paper samples). The contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.
 - 1.3 Deliver products within the generally accepted turnaround time as specified by the requesting department and provide fully trimmed and stitched hard copy proofs or PDF proofs, as appropriate and/or as requested.
 - 1.4 Provide pick-up and delivery, or appropriate transmittal, including overnight delivery when necessary, of all artwork, proofs, and finished product, to and from the University individual departments (not the University's Central Receiving area) or its designated final destination (such as a mailing house).
 - 1.5 Provide the University with the highest possible level of customer service. Depending on the scope/complexity of the publication, multiple meetings may be necessary. Contractors must have the ability to make modifications to the print files, as instructed by University staff. Contractors must have the ability to purchase stock photography, as instructed/approved by University staff. Contractors must have the ability to routinely design projects consistent with University brand and University style within the generally accepted turnaround time as specified by the requesting department.
 - 1.6 Package and/or shrink wrap each job as appropriate for ease of handling.
 - 1.7 Provide one dedicated representative to work with the University.
 - 1.8 Routinely provide information to the contract Administrator as new printing and related marketing services become available.
 - 1.9 Provide the contract Administrator with a bi-annual quote sheet with prices for commonly ordered items only - flyers, posters, etc. in quantities of 100 / 250).
2. One of the more critical jobs at the University is the monthly billing issued to students from the Student Financial Services department. The billing includes printing of bills, folding, inserting, and sealing envelopes. The confidentiality of each billing must be guaranteed by the contractor. Student information must not fall into the hands of anyone who would misuse students' personal information. Billing quantities fluctuate monthly depending on the time of year and student enrollment. Problems/issues with the University's administrative system (Ellucian Banner) can cause delays in the preparation of student bills, which in turn can delay submission to the contractor. Consequently, the contractor must be flexible and be equipped to produce and mail the bills in the timeliest manner possible. It is requested that billings be processed with a

turnaround time of three days or less. This complex job will require the following from the contractor:

- 2.1 The contractor must be able to support a PCL5 format.
 - 2.2 The contractor must have an FTP site for University programmers to “upload” and send information.
 - 2.3 The contractor must be able to support decrypted PGP files, and be able to decrypt said files to be able to print the document(s).
 - 2.4 The contractor must be able to include inserts with the monthly billings. The number of inserts varies from zero to six.
 - 2.5 **Exhibit A** reflects student billing information for approximately one year for informational purposes only.
3. For all contracts awarded, the University’s Contract Administrator shall be the Managing Editor of Brand Strategy or designee. However, due to the decentralized nature of the University and the nature of these intended contracts, it is anticipated that a variety of individuals will most likely work directly with the contractor.
 4. The contractor shall become familiar with the entire University brand (including Athletics) and University Style Guide and ensure printed materials comply with such. Contractors must consult with the Contract Administrator prior to printing publications that appear inconsistent with University brand, standards, or style. New contractors agree to have their University representative and designer request and attend a one-hour virtual brand training with the Managing Editor of Brand Strategy **before** printing or designing for the University. This is a one-time training to ensure new vendors understand the brand basics and University processes before developing designs for the University.
 5. The University reserves the right to cancel a contract for non-performance, poorly printed products, or inadequate services. In addition, the University reserves the right to reject a job if it does not meet University quality standards.
 6. The following items are not considered under the scope of the contracts resulting from this Request for Proposal. The University reserves the right to amend the list at its sole discretion.
 - 6.1 Case-bound sewn (hard-cover) books, photography printed on photo paper, stickers, apparel items, street signs, vinyl banners, promotional items, and course packets.
 - 6.2 Contractors selected for the Printing and Related Marketing Services contract that have not also been selected for the Signage and Graphics contract may not print items covered under the Signage and Graphics contract without the express, written permission from the Managing Editor of Brand Strategy. Any violation of these services can and will result in the University’s right to refuse payment for a job. Items covered under the Signage and Graphics contract include, but are not limited to vinyl banners, window decals, signage, environmental graphics, vehicle wraps, tablecloths, table runners, etc.
 7. The contractor selected for Option 2 must provide for billing within the University’s administrative system (Ellucian Banner). This requires generating an electronic digital file of all invoices for the month to be forwarded to the University’s Accounting Services Department on a monthly basis. All invoices must contain an index number, name of department, person ordering and paying for the item.

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GENERAL CONTRACTUAL 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 in excess of the original contract period, which shall be for twelve consecutive months from the date of contract award (anticipated to be July 1, 2023). The University shall have the right, at its sole option, to extend the contract for four (4) one year periods, or any portion thereof. In the event that 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 an extension option is exercised, such shall be accomplished in writing between the contractor and the University’s Purchasing Department.
 - 1.2 If deemed appropriate by the University, extension period percentages of increase shall be negotiated with the contractor. If a mutual agreement cannot be reached, the University reserves the right to rebid.
2. All prices shall be 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 prior to the closing date of the Request for Proposal.
 - 2.1 Payment for all services required herein shall be made after the successful completion of projects that adhere to all requirements as set forth in the contract.
 - 2.2 The University reserves the right to request the contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.
3. 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.
4. The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the University, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the University.
5. 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 contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any purpose other than for the sole benefit of the University, and that 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, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. 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.

6. 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 prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed. The University agrees that an approval of a substitution will not be unreasonably withheld.
7. 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 to the University throughout the contract period.
8. The University shall monitor the contract throughout the effective period of the contract to ensure contractual compliance. If there are reported concerns related to the contractor or contractor's personnel performance of services, if the contractor's performance does not meet the requirements stated herein, or if the contractor's services are not to the satisfaction of the University or are otherwise substandard, deficient, or incomplete, the contractor shall be considered in breach of contract and subject to the remedies available to the University, including charging the contractor any of the liquidated damages described herein and/or contract cancellation. The contractor shall understand and agree that the University shall be the final judge as to what constitutes a substandard, deficient, incomplete service or other performance concern as stated herein. Any such determination by the University shall be final and without recourse.
9. 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 service. The University also does not guarantee any amount of business to the contractor.
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 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. 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, 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 to the University evidence of compliance with these requirements:
 - 11.1 Fringe Benefits: Contractor recognizes and agrees that as an independent contractor neither contractor nor contractor's employees, if any, are eligible to participate in any employee pension or employee welfare benefit plans maintained by the University.
 - 11.2 Unemployment Compensation: Contractor understands that the University is making no federal or state unemployment tax payments on contractor's behalf, and the contractor, therefore, will not be entitled to unemployment compensation arising out of its activities with or on behalf of the University in this instance and elsewhere.

- 11.3 Workers Compensation Insurance: As an independent contractor who hires, pays and controls the efforts of its employees and directs the performance of their work under this contract, contractor shall provide Workers Compensation Insurance, if required by law, and will provide the University with certification documenting this coverage.
12. The contractor shall indemnify, defend and hold harmless the Board of Regents 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 is encouraged to acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, throughout the duration of the contract.
13. Liquidated damages: The contractor shall agree and understand that any assessments of liquidated damages shall be within the discretion of the University and shall be in addition to, not in lieu of, the rights of the University to pursue other appropriate remedies. The contractor shall agree and understand that the provisions of the services in accordance with the requirements stated herein are considered critical to the University. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified as liquidated damages shall be reasonable and fair under the circumstances and shall not be construed as a penalty. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices or paid by the contractor as a direct payment to the University at the sole discretion of the University.
14. 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 Regents, agencies, employees, and assigns.
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.

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OFFEROR'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments (if any) will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. In addition to the original proposal, the offeror should include three (3) complete copies of the proposal for distribution to the appropriate committee personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
3. Any offeror with questions should contact Tanya Stevens, Buyer, at (573) 651-2588 or via email at tstevens@semo.edu. All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
 - 3.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. The offeror must submit such in writing no later than seven (7) calendar days prior to the RFP closing date.
4. **EVALUATION PROCESS:** The award of contracts resulting from this RFP shall be based on the best proposal(s) received in accordance with the following evaluation criteria for Options 1 and 2. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

4.1	Cost	25%
4.2	Experience and Reliability of Offeror's Organization	30%
4.3	Proposed Method of Performance	25%
4.4	Adaptability of Production, Product Performance, and Related Marketing Services	20%
5. **COST:** The offeror must provide firm, fixed pricing for Option 2 to allow the University to compare prices on an "apples to apples" basis.
 - 5.1 The Pricing Page for Option 1 contains specifications for several sample publications or printed materials.
 - 5.2 The Pricing Page for Option 2 contains specifications for multiple components of the University's "professional business package" (Part A). The offeror must provide pricing for each component. Additionally, pricing is requested for a variety of services which would normally be available at a quick-copy operation (Part B). The University recognizes that

pricing could be complex for this portion and encourages the offeror to utilize whatever pricing format best suits the organization. However, the unit price must include all applicable charges, including delivery to department offices.

6. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION:** Experience and reliability of the offeror's organization will be considered as part of the evaluation process. Therefore, 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.
 - 6.1 **Attachement 1** - The offeror should submit at least three (3) references. Each reference should include organization name, contact person with title, email address, physical address, and telephone number. In addition, the offeror should provide a brief description of services performed for each reference.
 - 6.2 The offeror shall provide general information about the organization such as hours of operation, contact information including a toll-free telephone number, length of time in business, etc.
 - 6.3 The offeror must have a minimum of three (3) full-time employees.
 - 6.4 The offeror should submit a list of equipment currently operated at the offeror's firm.
 - 6.5 The offeror should submit a list of services performed for the general public, including information that demonstrates experience working with international markets and experience with vendors that print, store, and ship publications from and to sites in other countries.
 - 6.6 The offeror must provide a minimum of three (3) creative, published works which have been produced within the last two (2) years. The samples will be used as one basis for evaluating the level of experience and reliability.
 - 6.7 The offeror must provide two (2) four-color, high quality mock-ups of projects promoting one of the University's programs (agribusiness, cybersecurity, EDvolution, entrepreneurship, health studies, or the River Campus). Samples are to include: a 17" x 11" self-mailer/brochure folded to 8.5" x 11", a corresponding 11" x 6" postcard that meets postal regulations, and a corresponding webpage, all of which must demonstrate knowledge and application of University brand elements. See <http://www.semo.edu/brand> for information relating to logos, fonts, color palette, photography, etc. Evaluation of materials includes assessment of design, paper selection, coating, messaging, brand elements, and coordination of messaging among materials. Any sample items and mock-ups submitted with the proposal must be provided at no expense to the University. The items will not be returned.
 - 6.8 The University reserves the right to request additional samples and/or mock-ups from the offeror in order to develop a comprehensive assessment of the proposal.
7. **PROPOSED METHOD OF PERFORMANCE:** Each response will be evaluated subjectively based on the offeror's distinctive plan for performing the requirements of the RFP. The offeror should present a written narrative which clearly and concisely states the method or manner by which the Scope of Services will be satisfied, specifically the following items:
 - 7.1 Describe how your firm plans to provide printing and related marketing services for the University. Include a description on how the firm will work with the University, whether a single point of contact will be assigned, and any subcontractors which would be used to complete the work. Describe how your firm will work with Southeast customers from the start of a typical job to the finish.

- 7.2 Describe how your firm plans to review work and correct initial problems prior to the proofs arriving at the University.
- 7.3 Describe your firm's ability to perform prepress work from a variety of software programs. State the software programs the firm currently utilizes and how the firm will adapt to new-to-the-marketplace programs.
- 7.4 Describe your firm's proofing procedures.
- 7.5 Describe your firm's ability to access and receive electronic mail and files.
- 7.6 Describe the amount of time required between receipt of approved, finished digital files and final printed product.
- 7.7 Describe how your firm would provide delivery services to the campus community. Note that as a general rule, the University does not allow campus Mail Services to be utilized for these types of deliveries.
- 7.8 Describe how your firm would market itself to the campus community, differentiating between students, faculty, and staff. Also describe anticipated promotions, special offerings, etc. and how such would be marketed to the campus.
- 7.9 Describe the methodology your firm will use to ensure compliance with the University's brand (including Athletics) and University Style.
- 7.10 Describe how invoicing will be handled. Specifically, due to its decentralized nature, the University will require separate invoices for each job. When quotes are requested, overs/unders will not be accepted for invoicing purposes, except with prior approval. Also describe how invoices will be generated, to ensure the correct individual receives the invoice.
- 7.11 Describe any additional professional services or incentives which will be provided to the University in addition to fulfilling the Scope of Services.
- 7.12 If confidentiality is essential to the job being printed, outline how the job will be handled (from receipt of information through delivery of job), to ensure no breach of confidentiality occurs.
- 7.13 For Option 2, describe the nature of services to be offered for the on-campus quick copy operation including the staffing/hours which would be provided and any information regarding any financial incentive (rent, etc.) to the University by your firm's utilization of the on-campus space.
8. **ADAPTABILITY OF PRODUCTION, PRODUCT PERFORMANCE, AND RELATED MARKETING SERVICES:** The offeror shall provide information about adaptability of production and services offered, such as creativity of product piece, product performance beyond print, and related marketing services. Note that signage, graphics, and promotional items are not included in this RFP as defined in the Scope of Services section, Item 6.2.
- 8.1 Provide examples of creativity or adaptability in products offered, measures of product performance, and related marketing services. Where appropriate, provide supporting images or documentation describing the process for project creation and/or the marketing potential beyond print. Include a breakdown of cost for these products and/or services that demonstrates economic viability and value.

- 8.2 If offered, provide images and a description of software allowing pre-approved poster, brochure, flyer, postcard, and/or other publication templates to be updated and ordered through an online ordering process. Include a description of the process that ensures printed materials are consistent with the University's brand (including Athletics) and University Style. Include a detailed pricing sheet and a description of the process for creating, adding, and removing templates.
9. The offeror may be requested to demonstrate examples of proposed products and/or delivery method via webinar or meeting on campus at the offeror's expense. All arrangements and scheduling shall be coordinated by the Purchasing Department.
10. **Attachment 2 - Vendor Business Information:** It is the Intent of the Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned business, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return **Attachment 2** with the bid response. Completion of the Attachment does not affect contract award.
11. **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 5, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 5 must be submitted prior to an award of a contract.
12. The attached Terms and Conditions for 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 proposal.

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PRICING PAGE – OPTION 1

If interested in being considered for a contract award as a “pre-certified” printing firm, the offeror must complete, sign, and return this Pricing Page with the proposal, in accordance with all terms and conditions contained herein. The offeror is cautioned that firm, fixed prices must be provided below, so that cost can be compared on an "apples to apples" basis against other offerors' costs. The unit price must include all applicable charges (such as shipping, handling, delivery to individual department offices, etc.).

1. Booklet

Quantities: 30,000 and 60,000
20 pages plus cover
Size: 7.5" x 11"
100# Utopia II Matte Cover
Inside pages: 80# Utopia II Matte Book
Digital PDF proof with hard copy proof
Cover: 4-color process + overall satin aqueous
Pages: 4-color process throughout (no coating on text)
Saddle stitch along the 11" dimension.

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

2. Search

Quantities: 50,000, 120,000, 220,000
Size: 27.625" x 11" flat, fold to 6" x 11" final
100# Dull Cover
Digital PDF proof with hard copy proof
4-color process, 2 sides
Trim, score, perforate, gatefold to final size of 6" x 11", glue per USPS standards with fugitive glue and carton pack conveniently.

Qty. of 50,000 \$ _____

Qty. of 120,000 \$ _____

Qty. of 220,000 \$ _____

3. Brochure

Quantities: 2,500, 5,000, 10,000, 30,000, and 60,000
Size: 25 3/8" x 11" flat, fold to 8.5" x 11" final
6pp brochure
100# Gloss Cover
4-color process, 2 sides plus aqueous

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

4. **Booklet (Alumni Magazine)**

Quantity: 60,000
Size: 8.5" x 11" page size, printed 4/4
48 pages + cover
80# Matte cover, 60# Matte text
Saddle stitched.
Bleeds four sides
Option: Additional four pages
Packaged in clearly marked boxes of no more than 150

Qty. of 60,000 \$ _____

Additional four pages: \$ _____

5. **Postcards (Personalized)**

Quantities: 5,000, 20,000, and 60,000
Size: 9" x 6"
9 pt. C2S
Digital 4-color process, 2 sides with variable data on TWO sides
Trim to size
Sort and prepare for automation non-profit postal rates. Include delivery to postal facility.

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 60,000 \$ _____

6. **Postcards**

Quantities: 5,000, 20,000, and 60,000
Size: 11" x 6"
9 pt.
Options:
A. UV coating on both sides with coating withheld on mailing label area.
B. UV coating on one side

Option A:

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 60,000 \$ _____

Option B:

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 60,000 \$ _____

7. **Tri-fold Brochures**
 Quantities: 500, 2,500, and 5,000
 100# Gloss Text
 8.5" x 11" flat
 Two folds
 4-color process, 2 sides
 Shrink wrapped in clearly marked packages of no more than 100

Qty. of 500 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

8. **Fliers**
 Quantities: 500, 1,000, 2,500, 5,000, and 10,000
 Size: 8.5" x 11"
 80# Endurance Silk or equivalent
 4-color, two sides

Qty. of 500 \$ _____

Qty. of 1,000 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

9. **Travel Cards**
 Quantities: 250, 500, 1,000, 2,500, 5,000, and 10,000
 Size: 8.5" x 8.5"
 16 pt. Cover
 4-color process
 UV coating on two sides

Qty. of 250 \$ _____

Qty. of 500 \$ _____

Qty. of 1,000 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

10. **Design Services**

Creative design services: \$ _____ firm, fixed rate per hour

Writing and editing: \$ _____ firm, fixed rate per hour

Pre-press production: \$ _____ firm, fixed rate per hour

By signature below, the offeror hereby affirms that the prices indicated above are quoted in accordance with all terms and conditions for Option 1 of Request for Proposal 5997. In addition, the offeror understands and certifies the following:

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

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

Company Name

Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
PRINTING AND RELATED MARKETING SERVICES
REQUEST FOR PROPOSAL 5997**

PRICING PAGE – OPTION 2

**PART A: PROFESSIONAL BUSINESS PACKAGE
PART B: QUICK BLACK/WHITE AND COLOR COPYING OPERATION**

If interested in being considered for a contract award for the University's "Professional Business Package" (Part A) and the on-campus quick black and white and color copying operation (Part B), the offeror must complete, sign, and return this Pricing Page with the proposal, in accordance with all terms and conditions contained herein. The offeror is cautioned that firm, fixed prices must be provided below, so that cost can be compared on an "apples to apples" basis against other offerors' costs. The unit price must include all applicable charges (such as shipping, handling, delivery to department offices, etc.). University official stationery must comply with Institutional Images, University brand, and paper selection. University brand can be reviewed at <http://www.semo.edu/urelations/identity/index.htm> and <http://www.semo.edu/brand>.

Part A:

1. **Official Letterhead** \$ _____ firm, fixed price
Quantity: 1,000 reams
8.5" x 11"
Two-color (PMS 186 red and black) on white bond paper (70# Cougar Text Smooth)
Standardized design
Packaged in quantities of no more than 500 sheets. No more than 10 reams per box.

2. **Envelope** \$ _____ firm, fixed price
Quantity: 200 boxes of 500
No. 10 for 8.5" x 11" letterhead (70# Cougar Text Smooth)
Standardized design
Packaged in individual quantities of no more than 500

3. **Envelope with Window** \$ _____ firm, fixed price
Quantity: 100 boxes of 500
No. 10 with window for 8.5" x 11" letterhead
Standardized design
Packaged in individual quantities of no more than 500

4. **Envelope** \$ _____ firm, fixed price
Quantity: 50,000
Booklet Style, open at top
28# white wove
Two-color (PMS 186 red and black)
Packaged in boxes of no more than 500

5. **Campus Memorandum Sheets** \$ _____ firm, fixed price
Quantity: 500 pads
5.5" x 8.5"
Black ink on white paper (20#)

Pad with chipboard, 100 sheets
Standardized design
Shrink wrapped in quantities of no more than 10 pads

6. **Message Sheet** \$ _____ firm, fixed price

Quantity: 500 pads
4.25" x 5.5" message sheet
Black ink on white paper (20#)
Pad with chipboard, 100 sheets
Standardized design
Shrink wrapped in quantities of no more than 10 pads

7. **Individual Personalized Message Sheet** \$ _____ firm, fixed price

Quantity: 10 pads
4.25" x 5.5"
Black ink on white paper (20#)
Pad with chipboard, 100 sheets
Standardized designs
Shrink wrapped in quantities of no more than 10 pads

8. **Business Card** \$ _____ firm, fixed price

Quantity: Box of 250
Approximately 2 3/8" x 3 5/8"
Two-color (PMS 186 red and black) on white card stock (80#)
Standardized design; standard card size is 3 1/2" x 2"

9. **Note Card** \$ _____ firm, fixed price

Quantity: 250 notecards
Approximately 5 1/2" x 8 1/2", folded to 5 1/2" x 4.25". Blank inside.
Two-color (PMS 186 red and black).
Standardized design on 80# cover stock.

Part B:

To be considered for a contract award for the University's on-campus quick black/white and color coping operation, the offeror must provide a proposal that includes pricing for a variety of services which would normally be available at a quick-copy operation. Pricing provided should include but not be limited to a wide variety of paper sizes, weights, grades, and colors. In addition, pricing must be provided for various types of finishing work, such as stapling, folding, GBC binding, tape binding, spiral binding, etc.

Additional information has been added regarding the University's student billing (see Attachment 1). It is the University's preference that the student billing be produced on campus in order to maintain confidentiality. It is also anticipated that the University employees' and student workers' annual W2 information will be produced at the on-campus copy center.

The University recognizes that pricing could be complex for this portion of Option 2. Please utilize a matrix or whatever pricing format best suits your organization. The unit price must include all applicable charges, including delivery to department offices.

By signature below, the offeror hereby affirms that the prices indicated above are quoted in accordance with all terms and conditions for Option 2 of Request for Proposal 5997. In addition, the offeror understands and certifies the following:

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

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

Company Name

Signature/Date

EXHIBIT A TO RFP 5997

Student Financial Services Billings

Billings include printing of bills, folding, inserting, and sealing envelopes. Enrolled students are now issued one paper bill throughout their student career.

Inserts can be expected with bills (zero to three)

Bills processed May 2022 – April 2023

May 2022	2,447	
June 2022	2,711	
July 2022	2,762	
August 2022	2,179	
September 2022	2,450	
October 2022	1,310	
November 2022	1,291	
December 2022	2,247	
January 2023	2,642	
February 2023	1,387	
March 2023	1,930	
April 2023	1,431	
TOTALS:	<u>24,817</u>	May 2022 through April 2023

**ATTACHMENT 1
OFFEROR'S REFERENCES**

The offeror should provide three (3) references as requested on page 11, section 6.1 of RFP 5997.

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 an offeror 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 offeror'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
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.

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

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; 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

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

1. TERMINOLOGY/DEFINITIONS

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

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed 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, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the 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. BID OPENING

- 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 a 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 the reporting system to monitor execution and to provide for future planning.

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

20. AMERICANS WITH DISABILITIES ACT

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

21. EMERGENCIES

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

22. TITLES

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

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