



**SOUTHEAST MISSOURI  
STATE UNIVERSITY · 1873**

**REQUEST FOR PROPOSAL 6041**

**TITLE:** CHARTER BUS SERVICES  
**DATE:** March 02, 2026  
**BUYER** Holly Craiglow, Buyer  
**EMAIL:** hcraiglow@semo.edu  
**PHONE:** (573) 651-2021

For USPS/FedEx/UPS, etc.

Proposals must be mailed to:  
**Purchasing Department**  
**Southeast Missouri State University**  
**One University Plaza, Mail Stop 3280**  
**Cape Girardeau, MO 63701**

OR delivered by offeror to:  
**Purchasing Department**

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

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

**DATE:** Thursday, April 16, 2026  
**TIME:** 2:30 P.M.

**DELIVERY INSTRUCTIONS**

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

**MUST BE SIGNED TO BE VALID**

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal.

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
CHARTER BUS SERVICES  
REQUEST FOR PROPOSAL 6041**

**GENERAL INFORMATION/SCOPE OF WORK**

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) is seeking to obtain proposals from qualified organizations to provide Charter Bus Services for the Athletics Department in accordance with the terms and conditions set forth herein. It is the intent of the University to award one contract that will include all sports.

1. The contractor must be able to provide charter bus service for all trips required by Southeast Athletics during the 2026-2027 academic year. The University’s current athletic teams are as follows, along with the estimated number of trips expected for this upcoming fiscal year:
  - Baseball: 11
  - Football: 5 (3 Buses per Trip)
  - Gymnastics: 7
  - Basketball: 14
  - Soccer: 11
  - Softball: 14
  - Cross Country/Track and Field: 12
  - Volleyball: 7
  - Spirit Groups
  
2. The contractor must provide 2020 model or newer buses that can accommodate a minimum of 56 passengers and are equipped as listed below. The University reserves the right to request a smaller bus at its discretion. If a smaller bus is used, the contractor shall be compensated as indicated on the Pricing Page.
  - 2.1 The contractor shall ensure both the interior and exterior of all vehicles are maintained in a clean condition.
  
  - 2.2 All equipment/amenities must be in working order:
    - Heating/Air conditioning system
    - Luggage compartments
    - Restroom facility (clean and maintained)
    - Reading lights
    - One television and DVD player for each bus
    - 110v outlets
    - Unlimited Wi-Fi
  
  - 2.3 Non-working amenities: The payment will be discounted \$100.00 per day if one or more required amenities are not working upon commencement of a trip or stop working at any time during the trip.
  
3. The contractor shall be responsible for all maintenance and repair of the bus. In addition, the contractor must provide a contingency plan in the event of bus breakdown.
  - 3.1 The contractor shall be responsible for coordinating any additional bus required for trip

completion. Bus must be in route within two (2) hours of bus breakdown.

- 3.2 The contractor shall be responsible for any and all reasonable costs associated with the bus breakdown, including, but not limited to, necessary layover expenses incurred by bus passengers such as hotel accommodation, meals, and alternative transportation.
4. The University will be responsible for damage caused by University passengers that are willful or malicious and cause destruction or require excessive or other than normal cleaning service.
  - 4.1 The contractor must report all damages no later than the first business day following such incident.
  - 4.2 The University will not be responsible for damage caused by normal wear and tear.
5. The contractor shall agree and understand that the University shall make every attempt to provide the contractor with two weeks' advance notification of the exact departure time for bus transportation. However, the contractor will be required to provide charter bus services within a seven (7) notice by the University.
  - 5.1 Departure times, complete schedules, lodging information, and initial itineraries will be provided for each team at the start of the season. A detailed itinerary with intermediate travel, additional stops, eating times/locations, pre/post-game activities, and practice/walk-through times/locations will be provided to the bus driver upon departure.
6. The bus shall report no less than one (1) hour prior to scheduled departure time. The contractor must notify the University if it is unable to arrive by the scheduled departure time.
7. In the event of cancellation by the University, the following shall apply:
  - 7.1 If the contractor is notified of cancellation more than four (4) hours prior to the scheduled departure time, the contractor shall not be entitled to any reimbursement.
  - 7.2 If the contractor is notified of a cancellation less than four (4) hours prior to the scheduled departure time, the contractor shall be reimbursed \$250 per bus requested by the University.
8. Each driver supplied by the contractor must:
  - 8.1 Carry and maintain a current Class B commercial license with a "P" endorsement and abide by current Department of Transportation (D.O.T.) hours of service regulations.
  - 8.2 Carry and maintain a medical certificate card to validate that the driver has met the D.O.T. physical requirements.
  - 8.3 Complete and maintain D.O.T. drug testing compliance. This information must be made available to the University upon request.
  - 8.4 Be responsible for personal meals and incidentals. Reimbursement for such will not be provided by the University.
  - 8.5 Be available for interim transportation (travel after reaching destination) to drive bus passengers to and from activities and restaurants.
  - 8.6 Pick-up and drop off bus passengers at any location on the University's campus.

9. Driver exchange: Trips requiring a driver exchange should be billed a set amount per trip, dependent upon mileage. These fees shall be specified on the Pricing Page.
10. The University will be responsible for the bus driver's hotel accommodation. The University will provide double occupancy rooms when appropriate.
11. The University will provide payment for any tolls required during travel. Payment must be issued by a University employee and will not be reimbursed by the contractor at a later date.
12. The contractor shall pay all moving or traffic fines and penalties, and any fines assessed which are caused by mechanical failure.
13. The contractor must provide charter bus services as outlined in this contract. Refusal to provide this service will constitute cause for cancellation of this contract.
  - 13.1 If the cancellation is accomplished, the contractor shall understand and agree that the University shall assess and recover liquidated damages from the contractor. The contractor shall pay liquidated damages in the amount of \$250.00 for each remaining trip per the tentative schedule provided herein. Such must be paid to the University at the time of the cancellation.
14. In addition to Charter Bus Services, offerors are encouraged to propose additional incentives available to the University, such as sponsorships, promotional offerings/activities, and advertising services.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
CHARTER BUS SERVICES  
REQUEST FOR PROPOSAL 6041**

**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the RFP pertains to the offeror(s) 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 solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the 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 is estimated to 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 rights, all terms, conditions, and specifications of the original contract, as amended, it shall remain the same and apply during the extension period.
  - 2.1 The University will consider an initial contract term longer than (1) year.
  - 2.2 If an extension option is exercised, such shall be accomplished in writing between the contractor and the University's Purchasing Department.
  - 2.3 Each extension option shall be negotiated with the contractor. If a mutual agreement cannot be reached, the University reserves the right to rebid.
3. If the contractor is unable to provide charter bus service for all designated trips, to include trips requested by the University with a seven (7) day notice, the contractor must subcontract through a comparable charter bus company to provide charter bus service at the contracted rate. The subcontracted vendor must meet or exceed the mandatory requirements set forth in this document.
  - 3.1 The University will only pay the contracted rate as provided on the Pricing Page of this document. The University will make payment only to the contractor. The contractor will be responsible for making payment to the subcontractor, even if the subcontractor's rate is higher than the contracted rate.
4. The University reserves the right to request charter services for additional dates and locations in the event a supporting group must make regular season and/or post season trips. Supporting groups include, but are not limited to, the band and spirit groups.
  - 4.1 The contractor agrees and understands that the contract shall be made available to all University groups/departments at the rates quoted herein.
  - 4.2 The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement for other University departments and further agrees that the University may secure similar services from other sources for such departments.
5. All prices 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.

- 5.1 One-day trips: One-day trips are defined as a trip lasting 24 hours or less. One-day trips that are 500 miles roundtrip or less will be paid at the listed day rate. One-day trips that exceed 500 miles roundtrip will be paid per mile or per day, whichever is greater.
- 5.2 Multi-day trips: Multi-day trips are defined as a trip lasting more than 24 hours. Trips will be paid the minimum day charge shown herein or per mile, whichever is greater. Number of days will be calculated based on the actual hours and will not be reset at midnight.
  - a. Example: A bus that leaves Southeast at 10:00 p.m. on Tuesday and returns at 10:00 a.m. on Wednesday will be calculated as a one-day trip (total of 12 hours) and not as a two-day trip (Tuesday and Wednesday), regardless of whether overnight accommodation is utilized.
- 5.3 Payment for charter bus services shall be made in arrears. The contractor shall submit a separate original invoice for each trip. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
6. 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.
7. The contractor shall fully coordinate its activities in the performance of the contract with those of the University.
  - 7.1 The contractor and coaches will discuss scheduling and other matters covered by the contract throughout the contract period.
8. 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.
9. 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 the University with evidence of compliance with these requirements.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.
15. The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver), or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. If requested by the University, the contractor must submit proof of such no later than 30 calendar days after receipt of the request.
16. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a proposal, the contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.
17. 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.
  - 17.1 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.
  - 17.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - 17.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in

section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
CHARTER BUS SERVICES  
REQUEST FOR PROPOSAL 6041**

**OFFEROR'S INFORMATION**

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

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, all amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. SUBMISSION OF PROPOSALS: Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and specified time. The signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
  - 2.1 The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
  - 2.2 In addition to one (1) physical paper copy, the offeror should include one (1) complete USB flash drive copy of the bid for distribution to the appropriate evaluation personnel.
  - 2.3 The offeror is cautioned that it is the offeror's sole responsibility to submit all necessary information.
3. Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
  - 3.1 Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, an offeror shall not request that any part of the proposal response be treated as confidential or proprietary information.
4. Any offeror with questions should contact Holly Craiglow, Buyer, at (573) 651-2021 or via email at [hcraiglow@semo.edu](mailto:hcraiglow@semo.edu). All offerors and/or anyone else acting on their behalf must direct all their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department.
  - 4.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications, or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. The offeror must submit such in writing no later than seven calendar days prior to the RFP opening date via email to [hcraiglow@semo.edu](mailto:hcraiglow@semo.edu).
5. If the offeror requires the University to execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but requires the execution of such at a later date may result in the rejection of the offeror's proposal.
6. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9

form is on file prior to contract award. Vendors may access the current W-9 form at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The completed W-9 form may be submitted with the bid response.

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

- 7.1 Cost .....50%
- 7.2 Offeror's Experience.....20%
- 7.3 Proposed Method of Performance.....15%
- 7.4 Offeror's Safety Record.....15%

8. **Cost:** Cost shall be evaluated based upon the firm, fixed mark-up rate indicated by the offeror. Rates quoted for extension options shall also be considered in the evaluation of cost.

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

9. **Attachment 1 - Offeror's Experience:** The offeror's experience will be considered in the evaluation process. Therefore, the offeror is advised to submit a narrative that addresses the following:

9.1 The offeror should submit at least three (3) references. Each reference should include organization name and contact person with respective email address, title, telephone number, and mailing address. In addition, the offeror should provide a brief description of services performed for each reference. The offeror may utilize Attachment 1 to provide this information.

9.2 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.

10. **Proposed Method of Performance:** The offeror should present a written narrative which clearly and concisely states the method or manner by which the offeror satisfies the requirements of this document if selected for contract award. The offeror should specifically address the following:

10.1 Provide the address and normal business hours of its operating office and an emergency contact and telephone number for outside normal business hours.

10.2 Describe in detail the buses proposed for each option. The description should include the manufacturer, size, age, mileage, and number of each type of bus.

10.3 Describe in detail its contingency plan regarding bus breakdowns and how such will be handled.

10.4 Describe in detail any additional incentives and/or services being offered to the University, such as sponsorships, promotional offerings/activities, and advertising services, etc. The university reserves the right to include any additional incentives and/or services proposed by the offeror in its evaluation and award additional points, if appropriate.

11. **Offeror's Safety Record:** The offeror's safety record will be considered in the evaluation process. Therefore, the offeror should submit a current Motor Carrier Safety Rating Certificate. The

offeror should also provide a list of moving violations filed with the D.O.T. for the previous three (3) years.

12. **Attachment 2** - Vendor Information: It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service- disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 2 with the proposal response. Completion of this Attachment does not affect contract award.
13. **Attachment 3** - Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 3 must be submitted prior to contract award.
14. The attached Terms and Conditions, Request for Proposal (revised 08/27/19), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the offeror's proposal.
15. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
CHARTER BUS SERVICES  
REQUEST FOR PROPOSAL 6041**

**PRICING PAGE**

The offeror must complete, sign, and return this Pricing Page in addition to all other information requested herein.

1. The offeror must provide pricing below. Per day and per mile fee must be provided for the 56-passenger bus. However, the offeror is encouraged to provide fees for smaller buses (with restroom facilities) and/or sleeper coaches. For each trip, the University will pay as follows:
  - 1.1 One-day trips: One-day trips are defined as a trip lasting 24 hours or less. One-day trips that are 500 miles roundtrip or less will be paid at the listed day rate. One-day trips that exceed 500 miles roundtrip will be paid per mile or per day, whichever is greater.
  - 1.2 Multi-day trips: Multi-day trips are defined as a trip lasting more than 24 hours. Trips will be paid the minimum day charge shown herein or per mile, whichever is greater. Number of days will be calculated based on the actual hours and will not reset at midnight. Example: A bus that leaves Southeast at 10:00 p.m. on Tuesday and returns at 10:00 a.m. on Wednesday will be calculated as a one-day trip (total of 12 hours) and not as a two-day trip (Tuesday and Wednesday).

	Cost per day	Cost per mile
56-passenger		
40-passenger		
24-passenger		

2. Driver exchange: Trips requiring a driver exchange should be billed a set amount per trip, dependent upon mileage. The offeror should provide the driver exchange fees below. If the offeror's driver exchange structure differs from 2.1 and 2.2 below, please explain in 2.3.
  - 2.1 \$ \_\_\_\_\_ per driver exchange rate at \_\_\_\_\_ miles or less
  - 2.2 \$ \_\_\_\_\_ per driver exchange rate at more than \_\_\_\_\_ miles
  - 2.3 Other driver exchange structure: \_\_\_\_\_  
\_\_\_\_\_
3. Fuel surcharge: If the fuel surcharge will be applicable, the offeror must explain in detail as to when the University will be responsible for a fuel surcharge.

By signature below, the offeror hereby affirms that all prices are quoted pursuant to the terms and conditions of Request for Proposal 6041. In addition, the offeror understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws, and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

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Company Name

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Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY  
CHARTER BUS SERVICES  
REQUEST FOR PROPOSAL 6041**

**ATTACHMENT 1  
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 10, item 9.1 of RFP 6041

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

## ATTACHMENT 2 VENDOR INFORMATION

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

### **SECTION I**

#### **BUSINESS TYPE**

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

#### **DEFINITIONS:**

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

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

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

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

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

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

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

- Small, Minority, Non-Missouri

**SECTION II**

**SERVICE-DISABLED VETERAN STATUS**

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

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

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

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

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

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

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

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

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

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

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

**SECTION III**

**BLIND OR SHELTERED WORKSHOP**

Indicate appropriate business classification (s):

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**ATTACHMENT 3  
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 anon-business entity as defined below.

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

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

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

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

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

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

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

\_\_\_\_\_  
**Authorized Representative's Name**

(Please Print)

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

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

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

ATTACHMENT 3 continued

**BOXB-CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

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

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

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

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

ATTACHMENT 3 continued

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

Commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

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

\_\_\_\_\_  
Date

**SOUTHEASTMISSOURI STATE UNIVERSITY  
TERMS AND CONDITIONS  
REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

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

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

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

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

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

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

### 4. PREPARATION OF BIDS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, 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. BIDOPENING**

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

## **7. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose bid (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best bid, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP, and (3) complies with Sections 34.010 and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- j. All offerors and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- n. Any bid award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

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

- a. By submitting a bid, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP and any amendments thereto, (2) the contractor's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### **9. INVOICING AND PAYMENT**

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
  - e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

#### **10. DELIVERY**

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

#### **11. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

#### **12. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

#### **13. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination.

- b. The identification of a person designated to handle affirmative action.
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline.
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of their porting system to monitor execution and to provide for future planning.

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

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

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

## **21. EMERGENCIES**

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

## **22. TITLES**

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

Revised 08/27/2019