



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5797

DELIVERY INSTRUCTIONS

TITLE: TREATMENT FOR BED BUG PEST CONTROL

DATE: JANUARY 29, 2016

BUYER: CHRISTINA MATTISON
SENIOR BUYER

EMAIL: cmattison@semo.edu

PHONE: (573) 651-2425

BID MUST BE RECEIVED NO LATER THAN:

DATE: FEBRUARY 18, 2016

TIME: 3:30 P.M.

For USPS/FedEx/UPS, etc.
Bids must be mailed to:
Purchasing Department
Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701

OR delivered by bidder to:
Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701

The notice of award is made subject to availability and appropriation of funds, and the selection of the lowest and best bidder is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

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

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

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SCOPE OF WORK

Southeast Missouri State University is seeking a qualified organization to provide bed bug pest control services in accordance with the provisions and requirements stated herein. The contractor shall provide services on an as needed, if needed basis, for the treatment of bed bugs. The University does not guarantee any usage of the contract.

The University has an established contract for bed bug inspection via NESDCA certified canines. All bed bug treatment services requested will be a result of positive bed bug identification.

1. General: The contractor must be able to provide services for up to 18 facilities with an approximate gross square footage of 950,000 and a housing capacity of 3,600 students per year. Additional information regarding the facilities can be found at <http://www.semo.edu/housing/>.
2. Basic Service: The contractor shall furnish all labor, management, supervision, tools, materials, equipment, transportation, and heat and chemical treatment services necessary to perform the work described herein. In addition, the contractor shall be responsible for all travel plans, accommodations, etc. and expenses incurred for providing the services.
 - 2.1 All work shall meet the standards specified herein and shall be accomplished in accordance with approved and accepted standards of the industry.
 - 2.2 The contractor shall possess and maintain all certifications, licensing, and insurance required by local, state, and Federal Government. In addition, the contractor must be certified by Thermal Remediation, from TEMP-AIR, Inc.
 - 2.3 The contractor shall implement all necessary work control procedures to ensure timely accomplishment of the work as well as to permit tracking of work in progress. The contractor shall schedule and complete all work within a one (1) week period when the facilities are unoccupied and within a three (3) day period when the facilities are occupied.
 - 2.4 The contractor shall provide "on call" services if needed during the academic year. It should be understood that the facilities could be occupied for "on call" services. The contractor shall arrange work so as to cause the least interference with normal operating procedures for the University.
 - 2.5 The contractor shall take special care to protect University and student property from damage. This includes furniture, walls, floors, baseboards, and other surfaces in the residence halls along with any student belongings in the residence halls. Any area damaged as a result of the contractor's work under the contract shall be returned to their original condition, to include painting, refinishing, or replacement, if necessary, at the contractor's expense.
 - 2.6 Heat Treatment Services
 - 2.6.1 Utilizing thermal remediation equipment, electric heaters should be used in the space to introduce and recirculate heated air with a temperature not to

exceed 135°F. A target temperature of 130°F must be reached, maintained, and circulated for a minimum of three (3) hours.

2.6.2 At the time of heat treatment, high temperature fans must be used to move heated air throughout the space to reach insects in cracks and crevices or high infestation zones.

2.6.3 Temperatures must be monitored and recorded, in real time, from a remote location. The University prefers a minimum of six (6) wireless sensors are used to ensure lethal temperatures are reached and maintained, and overheating does not occur that would damage the space and its contents. Sensors should be placed randomly throughout the space being heat treated, including inside furniture.

2.7 Chemical Treatment

2.7.1 The contractor should chemically treat the following areas:

- Infested room/suite
- Rooms/suites adjacent to the infested room/suite in all directions on the same floor
- Hallway connected to the infested room/suite

2.7.2 Chemical treatment should consist of dust or powder, aerosol spray, and liquid spray. The contractor should notify the University which chemical(s) will be used at least two (2) business days prior to treatment. The University reserves the right to request a change in chemicals prior to use.

2.7.2.1 Examples of dust/powder are Alpine Dust, Delta Dust, and CimeXa.

2.7.2.2 Examples of aerosol spray are Phantom II, Bedlam Plus, Zenprox, and Alpine.

2.7.2.3 Examples of liquid spray are Transport GHP, Temprid SC, and Phantom.

2.7.3 Dust/powder and aerosol spray should be applied to, but are not limited to, the following areas:

- Behind electrical covers
- Behind light switch covers
- Behind HVAC controls
- Around ceiling light fixtures
- Around sprinklers
- Around and behind smoke detectors
- Ceiling tiles and ceiling grid
- Behind baseboards
- Any other visible crack or crevice

2.7.4 Liquid spray should be applied to, but not limited to, the floor board perimeters of the areas indicated above.

3. Reporting: The contractor shall develop and submit the following reports to the University. Reports must be received before payment will be made.

General reporting:

- 3.1 Submit a report detailing all rooms and hallways treated and any subsequent findings.

Heat treatment reporting:

- 3.2 Submit an electronic copy, in pdf format, of a Temperature Sensor Log Report indicating treatment date, treatment start time, treatment end time, number and labeled location of each temperature sensor, and temperature reading at each half hour increment of treatment start time until treatment end time. See Attachment 1 for report example.
- 3.3 Submit an electronic copy, in jpg format, depicting a graphical display of the date/time and temperature for each labeled temperature sensor. See Attachment 2 for report example.

Chemical treatment reporting:

- 3.4 Submit an electronic copy, in pdf format, of a Pest Control Record indicating treatment date, area(s) treated, chemical used, active ingredient, EPA number, concentration (per gallon), name of pest being controlled, and date of application. This report must be submitted for each chemical applied. See Attachment 3 for report example.
- 3.5 Contractor must inform the University if the chemical(s) applied are unsafe or prevent resident and/or service animals to reoccupy the treated area(s) immediately following treatment.

4. 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 contract award. The University shall have the right, at its sole option, to extend the contract for three (3) 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.
 - 4.1 If an extension option is exercised, the contractor shall agree that the price(s) stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase for the applicable option.
 - 4.2 The percentage of increase for each extension option shall be computed against and added to the price(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if applicable spaces are not completed by the contractor, the price(s) during extension periods shall be the same as during the original contract period.
 - 4.3 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase. The University reserves the right to request an extension of the contract at a price less than that price derived from the contractor's maximum percentage of increase.
 - 4.4 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the University reserves the right to extend the contract.

If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

5. All prices and percentages shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay or be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
 - 5.1 Payment for all goods and services required herein shall be made after the successful completion of all requirements as set forth in the contract and/or subsequent purchase order. The contractor shall submit an original invoice and reference the respective purchase order number. Faxed invoices shall not be accepted. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
 - 5.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
6. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, 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.
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. 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.
9. 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 attorneys fees. The contractor agrees to have in effect, throughout the duration of the contract, liability insurance coverage of the contractor for its acts, failure to act, or negligence, arising out of or caused by the activity which is the subject of the contract, in the form(s) and amount(s) sufficient to protect the University, its officers, agents, and employees, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured.

10. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Regents, agencies, employees, and assigns.
11. 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.
12. 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.
 - 12.1 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.
 - 12.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 12.3 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.

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OFFEROR'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. 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 closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
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. In addition, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Shortly after the due date, all offers will be evaluated. Southeast reserves the right to award a contract to the offeror that, in the sole opinion of Southeast, best serves the interests of the University. If deemed appropriate by the University, negotiations may be undertaken with any or all organizations that submit an offer. However, the University reserves the right to reject all proposals and not award a contract.
5. Any offeror with questions should contact Christina Mattison, Senior Buyer, at cmattison@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. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
 - 5.1 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 the Buyer.

6. Evaluation Process: The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the below listed criteria may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.
 - 6.1 Cost: 60%
 - 6.2 Offeror's Experience/Reliability/Expertise: 20%
 - 6.3 Proposed Method of Performance: 20%
7. COST: Cost shall be evaluated based upon the firm, fixed price(s) indicated by the offeror on the Pricing Page. Percentages quoted for extension options shall also be considered in the evaluation of cost.
 - 7.1 The offeror shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.
8. EXPERIENCE/RELIABILITY/EXPERTISE OF OFFEROR'S ORGANIZATION: The experience, reliability, and expertise of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit a narrative which documents successful and reliable experience in past performances.
 - 8.1 The offeror should submit at least three (3) references. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the offeror should provide a brief description of services performed for each reference. The offeror may utilize Attachment 4 to provide this information.
 - 8.2 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.
9. METHOD OF PERFORMANCE: The offeror's distinctive plan for performing the requirements of the RFP will be considered. Therefore, the offeror should present a written narrative which clearly and concisely states the method or manner by which the offeror proposes to satisfy the Scope of Work, if selected for contract award. Specifically, the offeror should address the items listed below.
 - 9.1 The offeror should describe what is included in the treatment of the rooms for bed bug control.
 - 9.2 The offeror should describe which chemicals are used in the treatment of rooms for bed bug control.
 - 9.3 For "on call" services, the offeror should state the expected response time from the initial service call to arrival at the University.
 - 9.4 The offeror should describe how service calls will be received during regular hours, evenings, weekends, and holidays, for "on call" services.
 - 9.5 The offeror should specify whether any specific individual will be assigned to the University as a single point of contact.

10. Business Information: As a state entity, the University is required to report minority-business and women-business enterprise information to the Office of Administration, Division of Purchasing. Therefore, the offeror is requested to complete and return Attachment 5 with the proposal. Completion of Attachment 5 does not affect contract award.
11. Missouri Service-Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Attachment 6, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response does not include the completed Attachment 6 and the documentation specified on Attachment 6 in accordance with the instructions provided therein, no preference points will be applied.
12. 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 7, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 7 must be submitted prior to an award of a contract.
13. The attached Terms and Conditions, Request for Proposal (revised 04/01/2012), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of offeror's proposal.

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PRICING PAGE

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

1. The offeror must provide a firm, fixed price for at least one of the options listed below. The price must include all overhead, such as insurance, travel, travel expenses, equipment, chemicals and supplies, reports, etc.

\$ _____ firm, fixed price per hour

\$ _____ firm, fixed price per room

\$ _____ firm, fixed price per square foot

2. Pricing for Renewal Options: In the event the University exercises its option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above rates for the applicable renewal period. Statements such as “consumer price index” or “cost of living increase” are not acceptable. The offeror is strongly encouraged to review page 4, paragraph 4, before completing this section. Failure to complete this section may result in rejection of the bidder’s proposal.

Please Note: The percentage of increase indicated below by your organization is computed against and added to the original bid prices. For example, if you anticipate a yearly increase of 1%, you will need to indicate 1% for renewal year one, 2% for renewal year two, etc.

_____ % Maximum percentage of increase for 1st contract renewal period

_____ % Maximum percentage of increase for 2nd contract renewal period

_____ % Maximum percentage of increase for 3rd contract renewal period

By signature below, the offeror hereby affirms that all prices and percentages are quoted pursuant to the terms and conditions of Request for Proposal 5797. 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

Attachment 1

Temperature Sensor Log Report

Project Name: SEMO Building ABC

Case Number:

Contact:

Address:

City: Cape Girardeau

State: MO

ZIP Code: 63702

Office Phone: XXX XXX-XXXX

Cell Phone: XXX XXX-XXXX

Inspection Date: 3/23/2012

Treatment Date: 3/23/2012

Treatment Start Time: 9:48:57 AM

Treatment End Time: 1:26:41 PM

Activity/Notes:

8:25am arrived at service location;
9:15am generator started; heaters on;
10:17am all heater sensors at 110F plus; inspected room for visible bed bug activity;
10:30am all heater sensors at 125F plus; fans on;
11:45am blocked open kitchen cabinet doors and living room closet door.
12:15pm digital reading on heaters at 130F plus; flipped, rotated, and opened drawers to evenly distribute heat;
12:25pm all sensors at 125F plus; begin 1 hour hold;
01:25pm 1 hour hold complete;
Job completed;

Attachment 1

Temperature Sensor Log Report

#	Location	09:53	10:23	10:53	11:23	11:53	12:23	12:53	13:23
1		70.6	71.2	71.9	72.4	72.7	72.6	72.6	73.1
2		69.7	70.8	71.7	72.3	72.6	72.6	72.6	73.1
3		69.5	70.6	71.5	72.0	72.5	72.5	72.5	72.9
4		69.5	70.6	71.6	72.2	72.6	72.6	72.7	73.1
5		69.1	70.4	71.4	71.9	72.5	72.4	72.5	72.9
6		69.3	70.4	71.4	71.9	72.3	72.4	72.5	72.9
7		69.6	70.5	71.4	71.9	72.3	72.4	72.5	73.1
8		70.0	70.5	71.3	71.7	72.0	72.0	72.3	72.6
9	LR Behind TV	106.9	122.6	121.2	126.7	129.4	129.3	126.3	126.0
10	LR EXT Wall	90.8	106.0	117.0	124.4	125.8	127.3	128.6	129.2
11	LR Couch	98.9	119.8	126.4	131.2	129.3	129.8	131.6	131.9
12	S BR Corner	98.2	100.8	118.1	127.8	130.0	131.2	129.1	129.2
13	S BR N Corner	103.5	116.7	122.9	130.0	131.2	131.9	131.4	131.4
14	LR Closet	73.1	84.8	102.3	110.8	122.1	128.1	127.7	128.1
15	N BR Closet	79.7	88.7	110.3	121.7	130.8	132.6	133.9	134.3
16	N BR W Corner	92.5	103.7	109.6	114.8	122.2	125.0	126.9	127.7
17	Bathroom	70.9	72.4	93.2	110.3	120.8	125.5	127.2	128.2
18	LR Wall	99.7	110.9	115.1	124.8	129.3	130.8	130.1	130.6
19	Kitchen SW Corner	97.1	114.3	119.2	125.3	127.7	128.2	127.7	127.6
20	Kitchen Cabinet	76.3	86.6	100.6	113.3	124.4	128.1	128.4	128.6
21	S BR Heater	109.2	119.5	114.1	124.6	132.8	133.6	133.2	134.1
22	N BR Heater	111.9	126.9	126.8	132.7	133.0	134.1	133.2	133.9
23	LR Heater	112.7	125.3	123.8	129.5	132.9	132.8	132.8	133.7
24	Kitchen Heater	106.6	121.7	122.1	130.4	130.8	131.4	130.8	130.9

**ATTACHMENT 4
BIDDER'S EXPERIENCE**

The bidder should provide three (3) references as requested on page 8, paragraph 8.1.

Organization Name _____
Contact Person _____
E-mail Address _____
Address _____
Telephone No. _____
Brief Description _____

Organization Name _____
Contact Person _____
E-mail Address _____
Address _____
Telephone No. _____
Brief Description _____

Organization Name _____
Contact Person _____
E-mail Address _____
Address _____
Telephone No. _____
Brief Description _____

ATTACHMENT 5 MINORITY VENDOR INFORMATION

In order to identify information requested by the Office of Administration, Division of Purchasing, please complete the following by placing a check mark in the appropriate box next to the classification which best represents your business. Completion of the following information does not affect purchase order/contract award.

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 |

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:

- a. Black American
- b. Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- c. Native Indian, Eskimo, or Native Hawaiian
- d. 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 follows: Small, Minority, Non-Missouri.

ATTACHMENT 6
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to 34.074 RSMo, Southeast Missouri State University has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. 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
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business 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, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a 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) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this attachment

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Attachment.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 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

Missouri Address of Service-Disabled Veteran Business

**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 proposal prior to the specified opening date and time.
- c. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- d. **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.
- e. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. **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 proposal prior to the specified proposal opening date and time.
- j. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. **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.
- 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. Chapter 34 of the statutes is the primary chapter governing the operations of the University's Purchasing Department.
- 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 contractor must file and pay, in a timely fashion, all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. 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.
- f. 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.
- g. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a tobacco-free campus except in designated areas. Therefore, smoking (both indoors and outdoors) is prohibited on University property and in University vehicles except in designated areas. The use of smokeless tobacco is prohibited inside all University buildings other than the student residential housing units.
- h. 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 proposal process, etc., must be directed to the Purchasing Department. Such communication should be received at least seven (7) calendar days prior to the official proposal 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 procurement 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 proposal 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 PROPOSALS

- 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 proposals 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 proposal. 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 proposal 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 stated FOB destination, unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, 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 proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. All proposals 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 proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal 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 proposal 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 proposal shall not be honored.
- d. A proposal 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 proposal 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 proposal 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 proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.
- b. Proposals 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 proposal. 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. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority- and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. 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 proposal. 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 proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Sections 34.010 and 34.070 RSMo 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 proposal.
- f. The University reserves the right to reject any and all proposals. When all proposals 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 proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. 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.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. 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.
- m. The final determination of contract award shall be made by the Purchasing Department.
- n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- o. Any proposal 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 (9). A protest submitted after the ten (10) business day period shall not be considered.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, 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, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) University's acceptance of the proposal 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 proposal 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, color, religion, national origin, sex, age, disability, or 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.

21. 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).

22. FILING AND PAYMENT OF TAXES

The University shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in Chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with Chapter 144, RSMo may eliminate their proposal from consideration for award.

23. 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.

24. 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 04/01/2012