



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

INVITATION FOR BID 5803

DELIVERY INSTRUCTIONS

TITLE: PARKING PERMITS
DATE: FEBRUARY 25, 2016
BUYER: JESSICA KINDER
 BUYER
EMAIL: jlkinder@semo.edu
PHONE: (573) 651-2021
BID MUST BE RECEIVED NO LATER THAN:
DATE: MARCH 17, 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

**SOUTHEAST MISSOURI STATE UNIVERSITY
PARKING PERMITS
INVITATION FOR BID 5803**

SCOPE OF WORK

This document constitutes a request for bids from qualified organizations to provide parking permits for Southeast Missouri State University (hereinafter referred to as "University") in accordance with all terms and conditions of this document.

1. Parking Permits - must meet or exceed the following specifications:

1.1 Hangtags

1.1.1 All hangtags provided by the contractor shall be approximately .023" white reflective one side tag with a counterfeit deterrent mark as an integral part of the sheeting. Reflective value of 40 candlepower per foot-candle per square foot must be maintained when measured according to testing procedures outlined in Federal Specification LS300-C. The material shall be manufactured using a heavy, durable, sunlight resistant, .022" filled polypropylene.

Polyethylene material is not acceptable. The material will exhibit no color change when tested 400 hours AATTC, 16-A method and will develop a curl of 3/8" or less when displayed in sunlight for a two (2) year period. The hangtags must be guaranteed to perform satisfactorily in a wide range of temperatures and withstand the intended use of daily handling and transferring.

1.1.2 All hangtags must be die cut for display from a rearview mirror to a size of no greater than 2 3/4" x 4 3/4" with four rounded corners. The hangtag must be removable when the vehicle is in motion.

1.1.3 All printing and numbering on permits shall be done using sun resistant inks that will remain in good legible condition for a period of two (2) years after the permit is first put in use on the vehicle. Numbers shall be approximately 3/8" in dimension and must be printed on the face in consecutive order. Each hangtag must be printed with the appropriate color, black lettering, and white trim. Erasures, strikeovers, and misprints will not be acceptable. The contractor must guarantee duplicate numbers will not be issued to any hangtag. Hangtags will be in sequential order. Proof of damaged decal must be provided for any missing number.

1.2 Decals

1.2.1 All decals provided by the contractor shall be made of non-tearing reflective sheeting with pre-coated pressure sensitive adhesive. Each decal must have a removable paper liner, preferably scallop slit. The adhesive must be vandal resistant, withstand the effects of the elements, and remain in place for a period of 12 months after application. Removal of the sheeting after application should result in the destruction of the decal. The day and night color of the material must remain similar and prove highly reflective when viewed at wide entrance angles. These reflective properties should either be diffused in daylight or by retro reflected light by night. The decals must have reflecting values of -0.4 degrees entrance angle and 0.2 degrees observation angle as outlined in Federal Specification LS300-B, Paragraph 4.3.7, for reflective intensity testing

procedures. They may be press printed transparent and opaque colors to produce various color and design combinations. The material must have an integral counterfeit-deterrent mark throughout the sheeting. The marks must be visible during the daylight and must disappear by reflected light at night. The sheeting must have a reflective brilliance of 90% of total value when wet by rain.

1.2.2 The decal size may vary depending on the respective designs. However, the University shall not accept any decal which is smaller than 2 1/16" x 2 1/2" nor larger than 3 1/4" x 3 1/2". The permit shall be consecutively numbered on the face of the permit, with the numbers measuring 3/8" high, reversed out of either a four-color process image or printed in black on special Security 1 foil. All printing and numbering on permits shall be done using sun-resistant inks that will remain in good legible condition for a period of one (1) year after permit is first put in use. Erasures, strikeovers, and misprints will not be acceptable.

1.2.3 Each decal must be printed with the appropriate color, black lettering, and white trim.

1.2.4 Decal will be used for outside application.

2. Packaging

2.1 The contractor shall provide all parking permits individually packaged in continuous envelopes. The envelopes shall be transparent so that the serial number and type of permit may be read through the material. All envelopes must be heat sealed on both ends. A perforation between each envelope must be provided for easy removal of one envelope at a time. A perforation running the length of the envelope must also be included for ease of opening and removal of the permit.

2.2 The contractor must provide envelopes with a duplicate numbering system so that the peel off numbering on the outside of the envelope corresponds with the serial number of the permit inside the envelope. The peel off label must not be less than 1" by 2" in dimension. The background color of the label may be white or neutral, or a color of notable contrast to the black 1/4" number printed on it.

2.3 Decals must be dispensed in roll form and hang-tags in fan-fold form from a dispenser box in correct numerical sequence. The shipping cartons must be double walled corrugated boxes. Each box shall be sealed with imprinted security tape bearing the manufacturer's name. If it is found that the sealed security tape is broken, torn, or otherwise tampered with, delivery may be refused. The decals are to be packaged 500 per box. Each box must contain a label listing the quantity printed and the beginning and ending numbers of printed materials contained therein. Breaks in the continuous-feed stock should be a minimum, and any breaks should be plainly labeled on the outside of the box. Each box shall have a perforated window so that upon removal of the window, the permits may be dispensed from the box through the opening.

2.4 The contractor must guarantee duplicate numbers will not be issued on any permits.
Proof of damaged permit must be provided for any missing number.

3. Application Instructions: The back liner of each decal or hangtag must provide printed application instructions. The instructions shall be specific to the decal/hangtag as follows:

3.1 Decals (except motorcycle)

Remove liner and apply on lower rear window driver's side on outside of window. Decal must be permanently affixed.

3.2 Decals (Motorcycle Only)

Remove liner and apply on front fork. Decal must be permanently affixed.

3.3 Hangtags

Display from inside rearview mirror, print facing windshield.

4. Logo

4.1 All decals/hangtags must bear the University logo which will be provided by the University. When reproducing the University's logo on the parking decals, the University's Communication and Marketing Department is responsible for all interpretation and control of institutional graphics. All requests for the production or procurement of these materials must have the prior approval of the Communication and Marketing Department.

4.2 Any artwork provided to the contractor remains the property of the University and must be returned at the conclusion of the job.

5. Ordering

5.1 Orders for decals are normally placed annually; hangtags are normally ordered during odd numbered years.

5.2 The contractor must guarantee pricing regardless of the quantity of tags ordered.

6. Delivery

6.1 The contractor must deliver all decals/hangtags no later than July 1st of each year.

6.2 The finished job must be delivered to Southeast Missouri State University. Delivery address will be verified at time of order.

7. Special Considerations

7.1 The contractor shall assign an account representative to coordinate all phases of production and delivery.

7.2 The contractor must have an assigned account representative available to assist the University in coordinating all phases of production and delivery of these permits. This representative will be required to travel to the University a minimum of one (1) visit per year, at no additional expense to the University.

7.3 The contractor should send the account representative to campus for an initial contact to pick up and discuss details of the job and again to deliver and get approval of proofs. At a minimum, the contractor must provide for courier service of the initial job and return of all proofs. For all other production problems, the contractor must provide for courier service as requested by the University.

7.4 At a minimum, the contractor will be required to submit a proof of each decal/hangtag. If changes are requested, a second proof will also be required.

7.5 The University reserves the right to reject the job if it does not meet University quality standards.

8. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to provide the decals/hangtags required herein.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PARKING PERMITS
INVITATION FOR BID 5803**

GENERAL CONTRACTUAL REQUIREMENTS

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be approximately April 1, 2016, through March 31, 2017. The University shall have the right, at its sole option, to extend the contract for two (2) additional one year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - 1.1 If an extension option is exercised, 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.
 - 1.2 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. 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.
 - 1.3 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.
 - 1.4 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.
2. All prices and percentages shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself prior to the opening date of the Invitation for Bid.
 - 2.1 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.
 - 2.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
3. The contractor shall fully coordinate its activities in the performance of the contract with those of the University.

4. 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.
5. The contractor shall indemnify, defend and hold harmless the Board of Regents of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage or claim, including its attorney 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.
6. 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.
7. 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.
 - 7.1 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.
 - 7.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 7.3 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.

8. The contractor shall understand and agree that the University shall assess and recover liquidated damages from the contractor. Since the amount of the actual damage would be difficult to establish, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - 8.1 In the event the contractor fails to provide decals and hangtags as specified herein, or as mutually agreed to with the University, the contractor shall pay liquidated damages equal to \$25 per day for each business day that delivery exceeds the agreed upon date.
 - 8.2 The contractor and the University shall agree that liquidated damages shall not be considered as penalty for the contractor's failure to perform contractual services, but shall constitute a payment for damages suffered by the University due to the contractor's failure to perform agreed upon services.
 - 8.3 The University will deduct the liquidated damages payment from the contractor's invoice.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PARKING PERMITS
INVITATION FOR BID 5803**

BIDDER'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. In addition to the original solicitation, 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 bidder's sole responsibility to check the website to obtain any additional information posted for the IFB. Additionally, the University will update the website upon award.
2. Bids must be completed, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and time as specified on the IFB cover sheet.
3. Any bidder with questions should contact Jessica Kinder, Buyer, via email at jkinder@semo.edu. Every attempt shall be made to ensure that the bidder receives a prompt response if such questions are received in a timely manner. All bidders and/or anyone else acting on their behalf must direct all of their questions or comments regarding the IFB, evaluation, etc., to the Purchasing Department. Bidders may not contact other University employees regarding any of these matters while the IFB and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
4. It shall be the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the Purchasing Department if any language, specifications or requirements of the IFB appear to be ambiguous, contradictory and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. The bidder must submit such in writing no later than seven calendar days prior to the bid opening via email to the Buyer.
5. **EVALUATION PROCESS:** The award of a contract resulting from this IFB shall be based on the best bid 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 criteria shown below may result in minimal subjective consideration and/or in rejection of the bid.
 - 5.1 Cost75%
 - 5.2 Experience and Reliability of Bidder's Organization/Proposed Product25%
6. **COST:** Cost shall be evaluated based upon the firm, fixed unit prices indicated by the bidder on the Pricing Page. Percentages quoted for renewal options shall also be considered in the evaluation of cost.
 - 6.1 All quantities as listed on the pricing pages are estimates only. The University guarantees no quantity, and minimum order quantities will not be accepted.

- 6.2 The bidder shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.
7. EXPERIENCE AND RELIABILITY OF BIDDER'S ORGANIZATION/PROPOSED PRODUCT: The bidder is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this IFB.
- 7.1 The bidder should submit at least three (3) references. Each reference should include organization name, contact person, title, telephone number, email address and mailing address. In addition, the bidder should provide a brief description of services performed for the references. The bidder may utilize Attachment 1 to provide this information.
- 7.2 The bidder 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.
- 7.3 The bidder must submit two samples of comparable jobs including examples of the envelopes as well as the duplicate numbering system at the time of bidding. The University reserves the right to require the submission of comparable projects, when necessary, for the evaluation of the bid.
- 7.4 Bidder must provide written guarantee that inks will not fade for one year. Bidder must also provide a color swatch for all sun-resistant inks that will be used.
8. 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 bidder is requested to complete and return Attachment 2 with the bid. Completion of Attachment 2 does not affect contract award.
9. Missouri Service – Disabled Veteran Business Preference: Pursuant to section 34.074, RSMo, a three (3) bonus point preference shall be granted to bidders who qualify as Missouri service-disabled veteran businesses and who complete and submit Attachment 3, Missouri Service-Disabled Veteran Business Preference with the bid. If the bid does not include the completed Attachment 3 and the documentation specified on Attachment 3 in accordance with the instructions provided therein, no preference points will be applied.
10. Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the bidder meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the bidder must affirm the bidder's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The bidder should complete applicable portions of Attachment 4, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 4 must be submitted prior to an award of a contract.
11. The attached Terms and Conditions, Invitation for Bid (revised 04/01/2012), are hereby incorporated. Bidder's terms and conditions which conflict with this Invitation for Bid and/or the attached Terms and Conditions could result in rejection of the bid.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PARKING PERMITS
INVITATION FOR BID 5803**

PRICING PAGE

1. Decals: The bidder must provide a firm, fixed unit price for each of the decals listed below. As the University only accepts items shipped FOB destination, each unit price must include all applicable charges (such as shipping, handling, fuel surcharge, etc.). All stated quantities are estimates only. Exact text and sequence numbers will be provided with purchase order award.

ITEM	COLOR	TEXT (Sample Only)	QUANTITY	UNIT PRICE
1.1	Brown	Commuter Perimeter 16/17 Expires 8-11-17	3000	
1.2	Silver	Resident Perimeter 16/17 Expires 8-11-17	1500	
1.3	Purple	PCA 16/17 Expires 8-11-17	425	
1.4	Red	PCB 16/17 Expires 8-11-17	1000	
1.5	Orange	PCC 16/17 Expires 8-11-17	225	
1.6	Lt. Green	PRA 16/17 Expires 8-11-17	900	
1.7	Magenta	PRB 16/17 Expires 8-11-17	500	
1.8	Lt. Green	Evening Only 16/17 Expires 8-11-17	600	
1.9	Br. Pink	Graduate Assistant 16/17 Expires 8-11-17	250	
1.10	Teal	River Campus 16/17 Expires 8-11-17	300	
1.11	Brown	Motorcycle 16/17 Expires 8-11-17	500	

ITEM	COLOR	TEXT (Sample Only)	QUANTITY	UNIT PRICE
1.12	Reflex Blue	Employee 17/19 Expires 8-31-19	100	
1.13	Teal/White	Dobbins Hall 16/17 Expires 8-11-17	300	

2. Hangtags: The bidder must state a firm, fixed unit price for each of the hangtags listed below. As the University only accepts items shipped FOB destination, each unit price must include all applicable charges (such as shipping, handling, fuel surcharge, etc.). All stated quantities are estimates only. Exact text and sequence numbers will be provided with purchase order award.

ITEM	COLOR	TEXT (Sample Only)	QUANTITY	UNIT PRICE
2.1	Reflex Blue	Employee 17/19 Expires 8-31-19	2300	
2.2	Green	Car Pool 17/18 Expires 8-10-18	50	
2.3	Green	Car Pool 18/19 Expires 8-09-19	50	

3. The bidder must provide number of calendar days required from time of purchase order receipt until delivery of finished product.

_____ calendar days required

4. In the event the University exercises its option to renew the contract, the bidder must state below the maximum percentage of increase for each renewal option. Statements such as "consumer price index" or "cost of living increase" are not acceptable. Before completing this section, the bidder is strongly encouraged to review page 6, paragraph 1. Failure to complete this section may result in the rejection of the bidder's proposal.

Please note: The percentage of increase indicated below is computed against and added to the original price(s). Therefore, if you anticipate a yearly increase of 1%, you will need to indicate 1% for year one, 2% for year two, etc.

_____ % Maximum percentage of increase for 1st renewal period

_____ % Maximum percentage of increase for 2nd renewal period

By signature below, the bidder hereby affirms that all prices and percentages are quoted pursuant to the terms and conditions of Invitation for Bid 5803. In addition, the bidder understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The 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
BIDDER'S EXPERIENCE**

The bidder should provide three (3) references as requested.

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 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 3
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

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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/RFP number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 4 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

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

ATTACHMENT 4 continued

AFFIDAVIT OF WORK AUTHORIZATION:

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

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

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

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

Signature of Notary

Date

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

1. TERMINOLOGY/DEFINITIONS

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

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

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders 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 bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than seven (7) calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the IFB 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 bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders 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 IFB and any Amendments are available for viewing and printing from the University's website. Registered bidders 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 IFB after issuance. E-mail notification of the amendment or cancellation will not be issued.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, 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 IFB, 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 bidder 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 bidder 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. Bids 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 IFB.
- e. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB 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 IFB.
- g. Bids, including all pricing therein, shall remain valid for 90 days from bid opening 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 bidder 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 bidder's organization, (2) contain all information required by the IFB, (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 IFB.
- b. Mailed bids should be clearly marked on the outermost envelope with (1) the official IFB 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 bidder 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 bidder 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. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- f. Faxed bids shall not be accepted unless otherwise indicated on the IFB cover sheet. However, faxed and e-mailed no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB 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. PREFERENCES

- a. In the evaluation of bids, 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 bids, 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 bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The bidder 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 IFB, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB, (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB, and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in the IFB, the University reserves the right, at its sole discretion, to waive that requirement for all bidders 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 a bidder, from bidder'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 bidder. 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 bids 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 bidder's response in order to verify the intent of the bidder. The bidder 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 bidders 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 (9). A protest submitted after the ten (10) business day period shall not be considered.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (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 IFB 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 IFB.
- 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 IFB, (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 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.

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 bidder/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 bidder/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 bidder's failure to maintain compliance with Chapter 144, RSMo may eliminate their bid 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