



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5844

TITLE: PRINTING SERVICES
DATE: NOVEMBER 16, 2016
BUYER: CHRISTINA MATTISON
 SENIOR BUYER
EMAIL: cmattison@semo.edu
PHONE: (573) 651-2425

DELIVERY INSTRUCTIONS

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

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: DECEMBER 5, 2016
TIME: 3:30 P.M.

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

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

MUST BE SIGNED TO BE VALID

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

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
PRINTING SERVICES
REQUEST FOR PROPOSAL 5844
BACKGROUND AND GENERAL INFORMATION**

1. General Purpose of Request for Proposal: To solicit proposals to enable Southeast Missouri State University (“University” or “Southeast”) to contract with firms to perform printing services in accordance with the terms and conditions set forth herein. Printing services include, but are not limited to, typesetting, design, printing, binding, and layout for the major recruitment, promotional marketing, and various institutional publications published by the University. For purposes of this document, printing services are also inclusive of “quick” black/white and color copying for the campus community.
2. Southeast is a regional comprehensive institution of higher education that derives its authority from the people of Missouri through the Missouri State Legislature. While serving the region, state, nation, and world, the University maintains a strong commitment to the diverse twenty-four counties of southeast Missouri. As a multi-purpose institution, the University achieves its educational goals through the offering of degree programs and other learning experiences to its varied constituents. The University's community consists of approximately 12,000 undergraduate students, 1,200 graduate students, and 1,200 full and part-time faculty and staff. Additional information can be found on the University web page at <http://www.semo.edu>.
3. By means of this Request for Proposal, the University is seeking to enter into contracts with more than one firm to provide the best quality products and the highest level of customer service, for a reasonable price. The possible contracts are described under Option 1, which also corresponds with the Pricing Page.
 - 3.1 The University has printing contracts established from a prior Request for Proposal with the following vendors: The Printing Co, Intermountain Color, Moll Printing, Reveal Graphics, and Universal Printing. Any contracts awarded as a result of this Request for Proposal will be in addition to the previously established contracts.
 - 3.2 Any contracts awarded as a result of this Request for Proposal shall run in concurrence with the current Printing Services contracts. The initial contract period is anticipated to be January 1, 2017 through June 30, 2017 with the option of two (2) additional one-year periods in accordance with all terms and conditions specified herein.
 - 3.3 Option 1: The intent of this option is to award multiple contracts for printing services. A University department with a printing need will be allowed to utilize any of these multiple pre-certified firms. This will ensure University business continues uninterrupted and recognizes that different firms have various expertise or equipment which fulfills a specialty niche. For larger jobs, departments will be encouraged to obtain competitive

quotes based on the job specifications, from more than one contractor, before selecting one of the contractors to perform the services.

- 3.4 Option 2: The professional business package is not included with this RFP and will not be awarded at this time. This option is included for informational purposes only. Option 2 includes University standard, generic business cards, letterhead, invitations, envelopes, note pads, carbonless forms, and memo pads. The University reserves the right to have non-standard items printed under Option 1, or to add additional items to Option 2. Selection of vendors for Option 1 printing does not allow them to provide services that fall into Option 2. Only the vendor(s) under contract for Option 2 may provide those services.
- 3.5 Option 3: Services within Option 3 are not included with this RFP and will not be awarded at this time. This option is included for informational purposes only. Option 3 includes a quick-copy operation (inclusive of the types of work commonly available in this type of operation). Selection of vendors for Option 1 printing does not allow them to provide services that fall into Option 3. Only the vendor(s) under contract for Option 3 may provide those services.
4. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.
5. The University's anticipated time frame for this project is as follows (dates are tentative and subject to change):

Issue RFP (November 16, 2016)
RFP Closing Date (December 5, 2016)
Proposal Evaluation through (December 19, 2016)
Contract Period Start Date (January 1, 2017)

**SOUTHEAST MISSOURI STATE UNIVERSITY
PRINTING SERVICES
REQUEST FOR PROPOSAL 5844
SCOPE OF SERVICES**

1. The contractor shall provide printing services for the University, as specified in the Notice of Contract Award for Option 1. The contractor shall, on an as-requested basis, provide the following goods and services.
 - 1.1 Provide the highest possible quality of cost-efficient printing and customer service.
 - 1.2 Utilize paper of the quality equivalent to paper either currently being used or as requested by the University.
 - 1.3 Print the University's publications within the generally accepted turnaround time as specified by the requesting department and provide draft proofs as appropriate for review.
 - 1.4 Provide pick-up and delivery, or appropriate transmittal, including overnight delivery when necessary, of all artwork, proofs, and finished product, to and from the University (individual departments, not the University's Central Receiving area) or its designated final destination (such as a mailing house).
 - 1.5 Provide the University with the highest possible level of customer service. This may include, but not be limited to, meeting on the University campus with the University representatives within 48 hours (two business days) of request at no charge to the University. Depending on the scope/complexity of the publication, multiple meetings may be necessary. Contractors must have the ability to make modifications to the print files, as instructed by University staff. Contractors must have the ability to purchase stock photography, as instructed/approved by University staff. Contractors must have the ability to routinely design projects consistent with University brand and University style within generally accepted turnaround time as specified by the requesting department.
 - 1.6 Package and/or shrink wrap each job as appropriate for ease of handling.
2. For all contracts awarded, the University's Contract Administrator shall be the Editor/Production Assistant of Public Services/Publications or designee. However, due to the decentralized nature of the University and the nature of these intended contracts, it is anticipated that a variety of individuals will most likely work directly with the contractor.
3. The contractor shall become familiar with the entire University's graphics standards policy (including Athletics), the University brand, and University style

guide and ensure printed materials comply with such. The contractor shall refer problematic issues to the Contract Administrator.

4. The University reserves the right to cancel a contract for non-performance or poorly printed materials. In addition, the University reserves the right to reject a job if it does not meet University quality standards.
5. The following items are not considered under the scope of the contracts resulting from this Request for Proposal. The University reserves the right to amend the list at its sole discretion.
 - 5.1 Case-bound sewn (hard-cover) books, bumper stickers, embroidered apparel items, metal street signs, vinyl banners, and course packets.
 - 5.2 Contractors selected for the Printing Services contract that have not also been selected for the Signage and Graphics contract may not print items covered under the Signage and Graphics contract without the express permission of the Contract Administrator or designated University representative in the Purchasing Department. Items covered under the Signage and Graphics contract include, but are not limited to, vinyl banners, window decals, signage, vehicle wraps, table runners, etc.
 - 5.3 Printing Services as defined within Option 2 and Option 3.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PRINTING SERVICES
REQUEST FOR PROPOSAL 5844
GENERAL CONTRACTUAL REQUIREMENTS**

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which is anticipated to be January 1, 2017 through June 30, 2017. The University shall have the right, at its sole option, to extend the contract for two (2) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - 1.1 If an extension option is exercised, such shall be accomplished in writing between the contractor and the University’s Purchasing Department.
 - 1.2 If deemed appropriate by the University, extension period percentages of increase shall be negotiated with the contractor. If a mutual agreement cannot be reached, the University reserves the right to rebid.
2. All prices shall be as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself prior to the closing date of the Request for Proposal.
 - 2.1 At the end of each contract year, the contractor shall pay the University 5% (five percent) of total print sales (in care of the Contract Administrator). For clarification, the 5% rebate amount does not apply to promotional products and other non-print items.
 - 2.2 Payment for all services required herein shall be made after the successful completion of all contractual requirements.
 - 2.3 The University reserves the right to request the contractor to provide additional services not outlined herein. In the event this occurs, compensation will be negotiated at that time.
3. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
4. The contractor 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.

5. 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.
6. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Services covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
7. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
8. The contractor shall understand and agree that Southeast Missouri State University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Southeast Missouri State University, its agencies, its employees, its clients, 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.
9. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed. The University agrees that an approval of a substitution will not be unreasonably withheld. The contractor must have a minimum of three (3) full-time employees.

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. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work. W-2 tax information would be the most sensitive file the University would send to the contractor (once annually).
12. The contractor shall agree and understand that all exhibits, materials, digital files, artwork, design features and concepts developed as a result of the contract shall become the property of the University, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the University.
13. The contractor must comply with all existing or future applicable laws, including but not limited to, those pertaining to soy-based ink and recycled paper.
14. 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 anytime in conjunction with or in replacement of the contractor's service.
15. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least 30 calendar days prior to the effective date of such termination.
16. The University does not guarantee any usage of this contract.
17. Authorized Personnel: The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- 17.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract Immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
- 17.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 17.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- (a) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (b) Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (c) Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PRINTING SERVICES
REQUEST FOR PROPOSAL 5844
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, 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. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. In addition to the original proposal, the offeror should include three (3) complete copies of the proposal for distribution to the appropriate committee personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
3. Any offeror with questions should contact Christina Mattison, Senior Buyer. All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
 - 3.1 It is preferred that all questions be e-mailed to cmattison@semo.edu. However, all questions must be submitted no later than seven (7) calendar days prior to the opening date.
4. **EVALUATION PROCESS:** The award of contracts resulting from the RFP shall be based on the best proposal(s) 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 subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.
 - 4.1 Cost (30%)
 - 4.2 Experience and Reliability of Offeror's Organization (35%)
 - 4.3 Proposed Method of Performance (35%)
5. **COST:** Please provide firm, fixed pricing for the Option 1 to allow the University to compare prices on an "apples to apples" basis.
 - 5.1 The Pricing Page contains specifications for several sample publications or printed materials.

6. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION:**

Experience and reliability of the offeror's organization will be considered as part of the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances similar in nature to the requirements specified in this document. At a minimum, the offeror should provide at least three (3) references, preferably a mix of on- and off-campus. 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 use Attachment 1 to submit references.

- 6.1 To be considered for contract award, the offeror must have a minimum of three (3) full-time employees.
- 6.2 The offeror should submit a list of equipment currently operated at the offeror's firm.
- 6.3 The offeror should submit a list of services performed for the general public.
- 6.4 Please provide general information about your organization (hours of operation, contact information, toll-free telephone number, length of time in business, etc.).
- 6.5 The offeror must provide a minimum of three (3) creative, published works which have been produced within the last two (2) years. The samples will be used as one basis for evaluating the level of experience and reliability.
- 6.6 The offeror must provide two (2) four-color, high quality mock-ups of projects promoting one of the University's programs (agriculture, cybersecurity, EDvolution, entrepreneurship, health studies, or the River Campus). Samples are to include a 17" x 11" self-mailer/brochure folded to 8.5" x 11, a corresponding 11" x 6" postcard that meets postal regulations, and a corresponding webpage, all of which must demonstrate knowledge and application of University brand elements. See semo.edu/brand for information relating to logos, fonts, color palette, photography, etc. Evaluation of materials includes assessment of design, paper selection, coating, messaging, brand elements, and coordination of messaging among materials.
- 6.7 Any sample items and mock-ups submitted with the proposal must be provided at no expense to the University. The items will not be returned.
- 6.8 The University reserves the right to request additional samples and/or mock-ups from the offeror in order to develop a comprehensive assessment of the proposal.

7. **PROPOSED METHOD OF PERFORMANCE:** Each response will be evaluated subjectively based on the offeror's distinctive plan for performing the requirements of the RFP. The offeror should present a written narrative which clearly and concisely states the method or manner by which the Scope of Work will be satisfied, specifically the following items:
- 7.1 Describe how your firm plans to provide printing services for the University. Include a description on how the firm will work with the University, whether a single point of contact will be assigned, and any subcontractors which would be used to complete the work. It may be helpful to describe how your firm will work with Southeast customers, from the start of a typical job to the finish.
 - 7.2 Describe how your firm plans to review work and correct initial problems prior to the proofs arriving at the University.
 - 7.3 Describe your firm's ability to perform prepress work from a variety of software programs. State the software programs the firm has experience with, and how the firm will adapt to new-to-the-marketplace programs.
 - 7.4 Describe your firm's proofing procedures.
 - 7.5 Describe your firm's ability to access and receive electronic mail and files.
 - 7.6 Describe the amount of time required between receipt of approved, finished digital files and final printed product.
 - 7.7 Describe how your firm would provide delivery services to the campus community. Please note that as a general rule, the University does not allow campus Mail Services to be utilized for these types of deliveries.
 - 7.8 Describe how your firm would market itself to the campus community, differentiating between students, faculty, and staff. Also describe anticipated promotions, special offerings, etc. and how such would be marketed to the campus.
 - 7.9 Describe how invoicing will be handled. Specifically, due to its decentralized nature, the University will require separate invoices for different jobs. When quotes are requested, overs/unders for purchases of \$500 or more will not be accepted for invoicing purposes, except with prior approval. Also describe how invoices will be generated, to ensure the correct individual receives the invoice.
 - 7.10 Describe any additional professional services or incentives which will be provided to the University in addition to fulfilling the Scope of Services.
 - 7.11 If confidentiality is essential to the job being printed, outline how the job will be handled (from receipt of information through delivery of job), to ensure no breach of confidentiality occurs.

8. 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 2 with the proposal. Completion of this Attachment 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 offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit Attachment 3, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response 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 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 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, Request for Proposal (revised 06/01/2016), are hereby incorporated. Offer’s terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY
PRINTING SERVICES
REQUEST FOR PROPOSAL 5844
PRICING PAGE – OPTION 1**

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

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

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

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

\$ _____

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

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

Qty. of 30,000 \$ _____

Qty. of 60,000 \$ _____

4. Tabloid (On Campus)
Quantity: 125,000
Size: 10 5/8" x 16 3/4" stitched. Fold to final 10 5/8" x 8 3/8"
12pp – self cover
60# Matte Text
Digital PDF proof and hard copy proof
4-color process throughout
Saddle stitch along the 16 3/4" dimension and fold in half to
10 5/8" x 8 3/8"
Carton pack in convenient packages

\$ _____

5. Booklet (Alumni Magazine)
Quantity: 61,000
Size: 8.5" x 11" page size, printed 4/4
48 pages + cover
80# Matte cover, 60# Matte text
Saddle stitched.
Bleeds four sides
Option: Additional four pages
Packaged in clearly marked boxes of no more than 150

\$ _____

Additional four pages: \$ _____

6. Postcards (personalized)
Quantities: 5,000; 20,000; and 62,000
Size: 9" x 6"
9 pt. C2S
Digital 4-color process, 2 sides with variable data on TWO sides
Trim to size
Sort and prepare for automation non-profit postal rates. Include delivery to postal facility.

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 62,000 \$ _____

7. Postcards

Quantities: 5,000; 20,000; and 62,000

Size: 11" x 6"

9 pt.

Options:

1. UV coating on both sides with coating withheld on mailing label area.

2. UV coating on one side

Option 1:

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 62,000 \$ _____

Option 2:

Qty. of 5,000 \$ _____

Qty. of 20,000 \$ _____

Qty. of 62,000 \$ _____

8. Tri-fold Brochures

Quantities: 500; 2,500; and 5,000

100# Gloss Text

8.5" x 11" flat

Two folds

4-color process, 2 sides

Shrink wrapped in clearly marked packages of no more than 100

Qty. of 500 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

9. Fliers

Quantities: 500; 1,000; 2,500; 5,000; and 10,000

Size: 8.5" x 11"

100# Gloss Text

4-color, two sides

Qty. of 500 \$ _____

Qty. of 1,000 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

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

Qty. of 500 \$ _____

Qty. of 1,000 \$ _____

Qty. of 2,500 \$ _____

Qty. of 5,000 \$ _____

Qty. of 10,000 \$ _____

11. Design Services

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

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

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

By signature below, the offeror hereby affirms that the prices indicated above are quoted in accordance with all terms and conditions of Request for Proposal 5844. 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
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references.

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 4 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

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

- Enroll and participate in the E-Verify federal work authorization program (Website: 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.

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, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

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.

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