



**SOUTHEAST MISSOURI  
STATE UNIVERSITY · 1873**

**REQUEST FOR PROPOSAL 5847**

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

**TITLE:** BANKING SERVICES  
**DATE:** DECEMBER 1, 2016  
**BUYER:** LYNDA SEABAUGH  
ASSISTANT CONTROLLER  
**EMAIL:** lseabaugh@semo.edu  
**PHONE:** (573) 651-2076

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

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

**DATE:** DECEMBER 22, 2016  
**TIME:** 3:30 P.M.

**DELIVERY INSTRUCTIONS**

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

**MUST BE SIGNED TO BE VALID**

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**TABLE OF CONTENTS**

Request for Proposal Cover Sheet ..... page 1

Table of Contents ..... page 2

Introduction and Background Information ..... page 3

Scope of Work--University Banking ..... page 4

General Contractual Requirements ..... page 10

Offeror's Information ..... page 13

Mandatory Pricing Page--University Banking ..... page 17

Attachment 1 - University's Banking Requirements

Attachment 2 - University's Credit Card Recap

Attachment 3 – Questions related to Banking RFP

Attachment 4 – Business Information

Attachment 5 – Missouri Service-Disabled Veteran Business Preference

Attachment 6 – Affidavit of Work Authorization and Documentation

Terms and Conditions (dated 06/01/2016)

**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**INTRODUCTION AND BACKGROUND INFORMATION**

1. Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) is requesting proposals for Banking Services. The purpose of this RFP document and the resultant contract(s) is as follows:
  - 1.1 To provide the University with the most efficient and cost effective combination of banking services to facilitate the daily financial activity required by the University in the business world.
  - 1.2 To maximize the University’s investment income on daily cash balances.
  - 1.3 To comply with statutory bidding requirements (Sec. 110.070 RSMo).
  - 1.4 To offer banking institutions and other financial institutions the opportunity to do business with the University on a competitive basis.
2. The University is a regional public comprehensive university located in Cape Girardeau, Missouri, enrolling approximately 12,000 students and employing approximately 1,200 full-time employees.
3. The anticipated time frame for this project is as follows:

Issue RFP (December 1, 2016)  
Last day to receive communications and/or inquiries regarding the competitive solicitation via email to authorized Representative (December 15, 2016)  
**RFP Closing Date (December 22, 2016)**  
Proposal Review and Evaluation (Beginning December 23, 2016)  
Contract Award Date (February 20, 2017)  
Contract must be fully operational (July 1, 2017)
5. Attachment 1 reflects information pertaining to the University's banking requirements for the 2016 fiscal year. The University anticipates, but cannot guarantee, that its future banking requirements will be similar. Please note that the University’s fiscal year runs from July 1 through June 30.
6. Attachment 2 reflects information pertaining to the University's MasterCard, VISA, and Discover Card transactions for fiscal year 2016.
7. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.
8. In the event the contractor desires that the University sign contract agreement documents in addition to the contract established in accordance with the Request for Proposal document, it is the contractor's responsibility to ensure such contract agreements do not contain language which contradicts terms and conditions contained in the RFP.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**SCOPE OF WORK--UNIVERSITY BANKING**

1. As specified in the notice of contract award, the banking institution (hereinafter referred to as “contractor”) shall provide banking services in accordance with the terms and conditions specified herein. The contractor must have a full service banking facility within the city limits of Cape Girardeau, be chartered under existing Federal or State of Missouri laws, be a member of the FDIC or FSLIC and agree to revise the contract as required by changes in law.
2. Daily Cash Balances
  - 2.1 The contractor must collateralize the University’s cash and investment balances with obligations of the character prescribed by Section 30.270.1, RSMo 2016 as amended. The University’s cash balances are not to be withdrawn without prior authorization of the University.
    - 2.1.1 The market value of pledged securities must be equal to one hundred three percent (103%) of the actual amount of the daily balance less the amount of the insurance provided by an agency of the federal government.
    - 2.1.2 Collateralized obligations must be held by a third party.
    - 2.1.3 The contractor must provide the University with a monthly report summarizing the market value of all securities pledged to the University.
    - 2.1.4 The contractor must provide the University with a means of verifying the market values of the securities as required by the University’s external auditors.
  - 2.2 The contractor must provide the University with a collateralized repurchase agreement or an alternative that complies with Missouri State Statutes to invest daily available cash balances.
  - 2.3 In no case shall the interest rate paid to the University on any of its accounts be less than the published rate paid to other depositors of the contractor for deposits of a similar type and maturity.
    - 2.3.1 The contractor must pay interest on the repurchase agreement at a percentage of the opening Fed Funds rate set by the Federal Open Market Committee (FOMC) as stated by the contractor in section 3.1 of the Pricing Page for University Banking. The contractor must adjust this interest rate on at least a weekly basis.
    - 2.3.2 If requested by the University, the contractor must provide a listing of published rates including rates for long-term certificates of deposit, jumbo certificates of deposit, and money market deposits.
  - 2.4 The contractor must provide the University with one account for processing deposits and with three (3) zero balance sweep accounts for Accounts Payable, Payroll, and the Show Me Center. The contractor must also provide the University with a checking account to service its employee flex benefits (i.e., cafeteria plan).

2.4.1 The contractor will be required to negotiate checks payable from the University to individuals (e.g., students or staff), for no charge to the individual if the check is not altered, not stale dated, and the payee can present identification which is acceptable to the financial institution.

2.4.2 The University issues refund checks to students and employees and they may attempt to negotiate these checks prior to the contractor receiving the positive pay file from the University. The contractor must have a process in place for its employees to contact the University to verify that the issued checks are valid.

### 3. Daily Banking Services

3.1 The contractor must provide payment on checks and other debits issued by the University subject to restrictions regarding authorized signers, maximum dollar amounts, and positive pay.

3.1.1 The University will provide the contractor with a list of authorized signers.

3.1.2 The University prints on blank check stock. The contractor must be able to provide technical support to ensure the University meets the contractor MICR requirements.

3.1.3 University checks contain a clause which states "void one year from date of issuance". Therefore, the contractor must not negotiate or pay on any University check after one year from the original issue date.

3.1.4 The contractor must provide all necessary support, training, and software (if not internet-based) for positive pay on the checks issued by the University. In addition to sending files of authorized checks to the contractor, it is preferred the contractor also provide a means for the University to enter smaller batches of check issues/voids into the banking program.

3.1.5 The contractor must allow the University the option to add debit filter blocks on its bank account on which checks are not issued.

3.2 The contractor must post all items (except for credit card transactions) that are presented by the University before at least 2:00 p.m. to the University's ledger account balance the same day such items are presented. The items must be posted to the University's collected balance as soon as banking regulations allow.

3.2.1 The contractor must clear out-of-town, out-of-state, foreign, and non-encoded checks deposited by the University on a timely and accurate basis.

3.2.2 The contractor must process all returned items in an accurate and timely manner. Returned items must be presented twice and if returned a second time, promptly charged against the University's depository account. These items must then be delivered daily to the University as received. The University must have an actual returned check or a certified copy.

3.3 The contractor must process the University's incoming and outgoing wire transfers. The contractor shall include all required and recommended security features used such as security tokens or additional approvals.

3.4 The contractor must process the University's ACH debits and credits.

- 3.4.1 The contractor must allow the University the option to add ACH filter blocks on its bank accounts.
- 3.5 The contractor must provide merchant numbers and be equipped to handle the electronic draft capture (EDC processing of a large number of MasterCard, VISA, and Discover Card transactions on a daily basis as illustrated in Attachment 2 for the University.
- 3.5.1 Current processing is as follows:
- Merchant IDs issued by current Bank contractor:
- a Merchant number for Athletics utilizes one credit card terminal: Verifone VX520.
  - b Merchant number for Student Recreation Center utilizes one credit card terminal: Verifone VX520.
  - c Merchant number for Greenhouse utilizes one credit card terminal: Verifone VX520.
  - d Merchant number for Show Me Center utilizes 12 credit card terminals: Verifone VX520.
  - e Merchant number for University Tickets (for Athletics, Show Me Center, and River Campus tickets) utilizes TicketsWest software: ID Tech magnetic stripe readers.
  - f Merchant number for iPayment (mobile credit card payments) utilizes CONVERGE virtual program on a dedicated ipad with a card reader.
- Merchant IDs NOT issued by current Bank contractor:
- a Merchant numbers for Cashier's office, Student Financial Services, and Online Payments provided by a third party of the University's Cashiering contractor, CORE Business Technologies. The University plans to issue a Cashiering RFP in the near future, so this process may change.
  - b Merchant number for Catapult Creative House utilizes the REVEL POS system to process credit card transactions using card readers.
- 3.5.2 The contractor must provide the University with options to buy or lease EMV equipment used to process credit card transactions by EDC.
- 3.5.3 The contractor must provide University employees with the necessary training to process all EDC transactions.
- 3.5.4 The contractor must provide processing for all credit card transactions on the University's website.
- 3.5.5 The University must receive "next business day" credit for all credit card deposits (EDC and manual) which are transmitted each day to the contractor's facility.
- 3.5.6 The contractor must charge the University a discount rate based on the net monthly credit card transaction volume. The net volume is based on the gross sales volume less any refunds processed by the University.
- 3.6 If requested by the University, the EDC system must be able to process American Express transactions on a daily basis, in accordance with all requirements stated for MasterCard, VISA, and

Discover Card transactions. The contractor must act as a “direct deposit” institution for collected funds.

3.7 Disaster Recovery/Emergency Situations-In the case of a natural disaster or emergency, the University requires bank representatives to be available via telephone to provide banking information and/or process payment requests/bank transfers.

#### 4. Depository Services/Employee Services

4.1 The contractor must accept large amounts of coin on a weekly basis. The University currently deposits an average of \$1,000 to \$1,500 in unwrapped coin per week. The contractor shall agree that these figures are subject to change, depending on the University’s requirements. In addition, the contractor must provide coin to University departments as needed. The University would prefer the contractor accept coin which is not sorted by currency.

4.2 Periodically, Cashiering or University auxiliaries will need additional cash supply for University events. Return cash is expected back within 24 hours of request via courier.

4.3 Lockbox Services-The University currently is not using any lockbox services but this should be a service that is offered if needed in the future. Payments mailed to the lockbox must be processed on the same day of receipt. All payments must be imaged and available for viewing by the University and/or copies sent to the designated University representative on the following day. The contractor accepts responsibility for all keystroke errors and will be responsible for resubmitting corrections at no charge to the University or the remitter.

4.4 The contractor must provide the following services to the University at no additional charge:

4.4.1 Night depository service

4.4.2 Safety deposit storage box

4.4.3 Daily deposit bags of approximately 25 locking bags and 50 zippered bags

4.4.4 Occasional bank money orders and cashiers’ checks for official University business

4.4.5 Occasional travelers checks for University employees on official University business

4.5 Banking Supplies-The University currently uses the following supplies as needed:

- Deposit Slips
- Deposit Stamps
- Currency and Coin Deposit Bags
- Currency straps

#### 5. Treasury Management Service

5.1 The contractor must provide the University with an internet-based program which allows authorized employees to access daily the University’s bank accounts “on line”.

5.1.1 The internet-based program must allow the University's authorized employees to perform, at a minimum, the following:

- a. Review the detail activity (prior day and current day) in each of the University's accounts;
- b. Obtain the ending daily cash balances in each of the University's accounts;
- c. Perform a check search to verify whether a certain check has cleared or not;
- d. Enter stop payments into the system "on line";
- e. Process outgoing wire transfers (in USD and foreign currency) and transfers between the University's accounts with appropriate security;
- f. Initiate ACH/EFT transactions with multiple addenda records electronically; i.e. via website, web mailbox, or PC based software;
- g. Process all payroll and accounts payable ACH reversals;
- h. Obtain the University's bank statements electronically;
- i. Administer positive pay on all checks issued and ability to view and respond to positive pay exceptions. The University currently has payee positive pay on two accounts and regular positive pay on the other accounts.
- j. Access to view and print images of cancelled checks and deposits;
- k. Ability to transport any selected financial transactions to Excel
- l. Ability to pay employer state withholding tax to the state of Missouri electronically, and
- m. Ability to issue online checks payments in case of emergency,

5.2 The contractor must provide the University with the necessary ACH and EFT services which allow the University to transfer funds to, and accept funds from, bank accounts owned by other individuals or organizations.

5.2.1 The University pays students refunds, employee salaries, employee reimbursements and a large number of vendors by ACH.

5.2.2 The University currently offers its students the ability to make payments through the Internet. One of the payment categories is electronic check in which the student enters their routing and bank account number. The University sends this information as an ACH file for processing.

## 6. Reporting Services

6.1 For all University accounts, the contractor must provide a weekly bank statement within two business days after the end of each week. In addition to weekly bank statements, the contractor must provide a bank statement dated the last business day of each month. Bank statements must also be provided on-line and in pdf format or equivalent. All of the University's deposits, withdrawals, and daily balances must be listed on each statement for the period covered.

6.1.1 The contractor must provide the University with a way of electronically obtaining transactions including a list of all canceled checks supporting each bank statement, in a manner acceptable to the University (ability to export to Excel preferred). The list must contain the following information for each canceled check:

- a. Account number
- b. Check number
- c. Check amount
- d. Date check cleared



6.1.2 The contractor must occasionally provide the University with photocopies of individual deposit slips or checks within a deposit. The photocopies must be provided within three business days after the request is made. The contractor must keep the University's original or imaged deposit slips and canceled checks on file for five (5) years from the date of issue.

6.1.3 The contractor must provide the University with image copies of all the canceled checks by electronic means on, at least, a monthly basis.

6.1.4 The contractor must provide the University with daily reports related to ACH transactions, including ACH notifications of change reports, ACH returns reports, and EDI reports which provide supplemental information on ACH credits received.

6.2 The contractor must provide a separate detailed list of bank charges for each of the University's accounts each month (i.e., account analysis form). Payment of said services may be made by either a check issued by the University after verification of the charges or by an automatic debit by the bank. If payment is made via an automatic debit, then any discrepancies on the account analysis form must be researched by the contractor and, if necessary, be credited back to the University by the contractor.

7. The contractor must provide a mobile credit card payment device for smartphones and laptops by which the University can process customer credit card payments. The device and application must be PCI compliant.

8. The contractor must provide the University with the necessary training, support, and technical assistance required to implement and carry out the terms of the contract.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the RFP pertains to the offeror(s) 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 from July 1, 2017, through June 30, 2018. The University shall have the right, at its sole option, to extend the contract for three (3) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and prices of the original contract shall remain the same and apply during the extension period.
2. All percentages and prices shall be as indicated on the Pricing Page(s) 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 which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
  - 2.1 Payment for all goods and services required herein shall be made in arrears on a monthly basis. The contractor must submit an original invoice. 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 represent 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 is responsible 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.
4. 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 effective period of the contract.
5. 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 University who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.

6. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
7. The contractor shall understand and agree that the 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 the 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.
8. 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, agencies, employees, and assigns.
9. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to the contractor or any other person engaged in the contracted work.
10. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
11. 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.
  - 11.1 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.
  - 11.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
  - 11.3 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.

12.. The contractor shall, within 10 calendar days after the award of the contract, submit a written notification to the University of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**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 [www.semo.edu/purchasing](http://www.semo.edu/purchasing). In addition to the original solicitation, 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 to the RFP. Additionally, the University will update the website upon award.
2. Any offeror with questions should contact Lynda Seabaugh, Assistant Controller. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. It is preferred that all questions be sent via e-mail to [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu). The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date; questions received after that time may not be addressed.
3. 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 clearly marked 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.
4. Proposal openings are held in public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. Contents of the responses, including prices, shall not be disclosed at the public opening.
5. Confidential Materials: Pursuant to section 610.021, RSMo, the offeror's proposal and related documents shall not be available for public review until a contract has been awarded or all proposals are rejected.
  - 5.1 Regardless of any claim by an offeror as to material being confidential and not subject to copying or distribution, or how an offeror characterizes any information provided in its proposal, all material submitted by the offeror in conjunction with the RFP is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record and withheld from any public request submitted to the University after award. The offeror should presume information provided to the University in a proposal will be public following the award of the contract or after rejection of all proposals and made available upon request in accordance with the provisions of state law. The offeror's sole remedy for the University's denial of any confidentiality request shall be limited to withdrawal of their proposal in its entirety.
  - 5.2 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:

- Offeror’s entire proposal;
- Offeror’s pricing;
- Offeror’s proposed method of performance including schedule of events and/or deliverables;
- Offeror’s experience information including customer lists or references

6. **EVALUATION PROCESS:** The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror’s proposal package.

| <b>Criteria</b>   | <b>Max Points</b> |
|---|-------------------|
| Conversion/Implementation Plan                          | 10                |
| Customer Service and Experience                         | 30                |
| Proposed Method of Performance                          | 20                |
| Proposed Pricing  | 40                |
| <b>Evaluation of Solicitation Responses Point Total</b> | <b>100</b>        |

7. The offeror shall organize its solicitation response in the order listed below to provide the information needed to assist the University in the selection, evaluation and award process.

**Tab 2- CONVERSION/IMPLEMENTATION PLAN:** Offeror will be scored on their implementation plan and calendar to convert the University’s current banking services to the offeror’s proposed structure and system.

**Tab 3-CUSTOMER SERVICE AND EXPERIENCE:** The relevant experience and reliability of the offeror’s organization will be considered in the evaluation process. Therefore, the offeror 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 RFP. In addition to the questions contained in Attachment 3, the offeror should include the following in the response.

- The offeror should submit at least three (3) references. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the offeror should provide a brief description of services performed for the references.
- 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.
- The offeror should submit audited financial statements for the previous two completed fiscal years.

**Tab 4-PROPOSED METHOD OF PERFORMANCE:** The offeror should present a written narrative which demonstrates the method or manner by which the offeror proposes to satisfy the requirements of the RFP. At a minimum, the offeror must answer all questions listed in Attachment 3.

**Tab 5-PROPOSED PRICING:** Cost shall be evaluated based upon the firm, fixed prices indicated by the offeror on the Pricing Page(s). The offeror shall not be entitled to any other form of payment not specifically provided for by this document.

**Tab 6-**The completed competitive solicitation document, along with completed Amendment Acknowledgment Forms, if any. The offeror shall complete, sign and date the document, but shall not alter the

language provided in this competitive solicitation document or the Amendment in any way as any such alterations will be void.

8. After an initial screening process, the University reserves the right to contact the offeror to clarify and verify its proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a technical question and answer conference or interview may be conducted.
9. The University reserves the right to request any missing proposal document if no competitive advantage will be realized.
10. Attachment 4- Business Information: As a state entity, the University is required to report minority-business and women-business enterprise information to the Office of Administration, Division of Purchasing. Therefore, the offeror is requested to complete and return Attachment 4 with the proposal. Completion of Attachment 4 does not affect contract award.
11. Attachment 5- 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 5, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response does not include the completed Attachment 5 and the documentation specified on Attachment 5 in accordance with the instructions provided therein, no preference points will be applied.
12. Attachment 6- 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 6, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this Attachment must be submitted prior to an award of a contract.
13. By signature on the Cover Sheet, 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 laws of the 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.

13.1 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.

14. The attached Terms and Conditions, Request for Proposal (revised 06/01/2016), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal document and/or the attached Terms and Conditions could result in rejection of the proposal.



**SOUTHEAST MISSOURI STATE UNIVERSITY  
REQUEST FOR PROPOSAL 5847  
BANKING SERVICES**

**MANDATORY PRICING PAGE—UNIVERSITY**

The offeror must complete, sign, and return this Pricing Page as part of its base proposal. In addition, if the offeror wishes to propose additional services, the offeror must include with its proposal a separate page containing all prices connected with the additional services.

**1. Banking Requirements**

*Annual volumes based on FY16 – amount may vary from year to year.*

| Item No. | Bank Service   | Annual Volume | Firm Fixed Unit Price | Total Annual Price |
|----------|--|---------------|-----------------------|--------------------|
| 1.1      | Process Deposits/Credits (Number of Deposits)                | 1,300         |                       |                    |
| 1.2      | Process ACH Credits  | 3,000         |                       |                    |
| a.       | ACH Addendum records received                                | 3,000         |                       |                    |
| b.       | EDI Remittance   | 3,000         |                       |                    |
| 1.3      | Process Checks/Debits (Number of Checks)                     | 21,000        |                       |                    |
| 1.4      | Process ACH Debits   | 1,200         |                       |                    |
| 1.5      | Deposited Items:   |               |                       |                    |
| a.       | USD Checks deposited   | 26,000        |                       |                    |
| b.       | Canadian Checks deposited                                    | 1             |                       |                    |
| c.       | Cash Deposits  | \$2.5 M       |                       |                    |
| 1.6      | Deposit Items Returned                                       | 50            |                       |                    |
| 1.7      | Redeposited Items  | 50            |                       |                    |
| 1.8      | Outgoing Wire Transfers:                                     |               |                       |                    |
| a.       | Domestic Wires in USD (via PC)                               | 10            |                       |                    |
| b.       | International Wires in USD (via PC)                          | 60            |                       |                    |
| c.       | International Wires in Foreign currency (via PC)             | 10            |                       |                    |
| 1.9      | Internal transfers processed by University via PC            | 15            |                       |                    |
| 1.10     | Incoming Wire Transfers                                      | 20            |                       |                    |
| 1.11     | Electronic means of obtaining canceled checks                | 12 mos.       |                       |                    |
| 1.12     | Stop Payments:   |               |                       |                    |
| a.       | Processed by University via PC                               | 2             |                       |                    |
| 1.13     | Weekly Statements (1 per week for 3 accounts plus month end) | 180           |                       |                    |
| 1.14     | Monthly Statements (for 2 accounts)                          | 24            |                       |                    |

| Item No. | Bank Service  | Annual Volume | Firm Fixed Unit Price | Total Annual Price |
|----------|---|---------------|-----------------------|--------------------|
| 1.15     | Daily Repurchase Agreement  | Daily         |                       |                    |
| 1.16     | Research/Photocopies  | 5             |                       |                    |
| 1.17     | ACH Transactions:   |               |                       |                    |
| a.       | ACH monthly maintenance for 4 accounts                                  | 12 mos        |                       |                    |
| b.       | Individual ACH items for Payroll/Student Refunds/Vendor EFT/Student ACH | 80,000        |                       |                    |
| c.       | Separate ACH files  | 600           |                       |                    |
| d.       | ACH Addendum records originated   | 10,000        |                       |                    |
| e.       | ACH returns   | 500           |                       |                    |
| f.       | ACH deletion/reversals  | 20            |                       |                    |
| 1.18     | Account maintenance – 5 accounts (monthly fee)                          | 60            |                       |                    |
| 1.19     | ACH Filter block – 3 accounts (monthly fee)                             | 36            |                       |                    |
| 1.20     | Full Debit Block – 1 account (monthly fee)                              | 12            |                       |                    |
| 1.21     | PC Based Information System   |               |                       |                    |
| a.       | Monthly fee   | 12            |                       |                    |
| b.       | Current Day information -5 accounts (monthly fee)                       | 60            |                       |                    |
| c.       | Prior Day information -5 accounts (monthly fee)                         | 60            |                       |                    |
| d.       | Wire Module – 1 account (monthly fee)                                   | 12            |                       |                    |
| e.       | ACH Module – 4 accounts (monthly fee)                                   | 48            |                       |                    |
| f.       | Internal transfers Module ( monthly fee)                                | 12            |                       |                    |
| g.       | Positive Pay Module (monthly fee)                                       | 12            |                       |                    |
| h.       | Stop Payment Module (monthly fee)                                       | 12            |                       |                    |
| i.       | Reports Module ( monthly fee)   | 12            |                       |                    |
| 1.22     | Zero Balance Account – 3 accounts (monthly fee)                         | 36            |                       |                    |
| 1.23     | State tax electronic remittance   | 42            |                       |                    |
| 1.24     | Audit Confirmation  | 2             |                       |                    |
| 1.25     | Positive Pay:   |               |                       |                    |
| a.       | Payee Positive Pay Maintenance – 2 accounts                             | 24            |                       |                    |
| b.       | Regular Positive Pay Maintenance -1 account                             | 12            |                       |                    |
| b.       | Positive Pay items  | 21,000        |                       |                    |
| c.       | Return checks non-payment   | 10            |                       |                    |
| d.       | Exception items   | 200           |                       |                    |
| 1.26     | CD Rom Production -3 accounts (monthly fee)                             | 12            |                       |                    |

| Item No. | Bank Service  | Annual Volume | Firm Fixed Unit Price | Total Annual Price |
|----------|---|---------------|-----------------------|--------------------|
| a.       | Imaged Items  | 31,100        |                       |                    |
| b.       | Imaged Maintenance (monthly fee)  | 12            |                       |                    |
| 1.27     | Lockbox services:   |               |                       |                    |
| a.       | Lockbox deposit items   | 50            |                       |                    |
| b.       | Maintenance – 1 account (monthly fee)   | 12            |                       |                    |
| c.       | Postage & Handling - 1 account (monthly fee)  | 12            |                       |                    |
| d.       | Postal rejects  | 5             |                       |                    |
| e.       | Unprocessed items   | 80            |                       |                    |
| 1.28     | Collected Overdraft   |               |                       |                    |
| 1.29     | FDIC Insurance  |               |                       |                    |
| 1.30     | Attach separate pricing information for the proposed mobile credit card payment devices as described in the Scope of Work-University Banking section. |               |                       |                    |
| 1.31     | Attach separate pricing schedule for ACH/EFT services as described in the Scope of Work-University Banking section.                                   |               |                       |                    |
| 1.32     | Attach separate pricing schedule for lockbox services as described in the Scope of Work-University Banking section.                                   |               |                       |                    |
|          |   |               |                       |                    |

2. Credit Card Processing:

2.1 The offeror must state the firm, fixed equipment charge to process the University's credit card transactions via Electronic Draft Capture (EDC).

| Number of Machines Used on Campus | Monthly Rental (if leased) | Purchase Price (if purchased) |
|-----------------------------------|----------------------------|-------------------------------|
| 15 EMV readers                    |                            |                               |

2.2 The offeror must state the fee, if any, for processing Discover Card transactions via Electronic Draft Capture (EDC).

2.2.1 \$\_\_\_\_\_ fee per transaction for Discover Card

3. Interest Earnings Rates on Repurchase Agreement or Acceptable Alternative

- 3.1 The offeror must state the percentage of the opening Fed Funds Rate set by the Federal Open Market Committee (FOMC), which will be utilized to pay interest on “collected” balances: \_\_\_\_\_%

By signature below, I hereby attest that the prices on this pricing page are stated in accordance with the terms and conditions of RFP 5847.

\_\_\_\_\_  
Authorized Signature/Date

\_\_\_\_\_  
Company Name

## ATTACHMENT 1

The University's banking requirements (except for MasterCard, VISA, and Discover Card transactions) for fiscal year 2016 were as follows:

|   |              |
|---|--------------|
| 1. Number of deposits processed   | 1,022        |
| 2. Number of University checks written  |              |
| a. Payroll  | 2,598        |
| b. Accounts Payable   | 17,679       |
| 3. ACH Transactions (accounts payable, payroll, vendor EFT, student payments)   |              |
| a. Number of files  | 576          |
| b. Number of items  | 79,492       |
| 4. ACH Transactions in dollar volume  |              |
| a. Payroll  | \$51,689,015 |
| b. Accounts Payable   | \$29,718,134 |
| c. Student refunds  | \$14,816,411 |
| d. Student payments   | \$12,910,212 |
| 5. Number of checking accounts  | 5            |
| 6. Zero Balance accounts:   |              |
| a. Accounts Payable   | 1            |
| b. Payroll  | 1            |
| c. Show Me Center   | 1            |
| 7. Deposited items returned   | 41           |
| 8. ACH returns/Notifications of Change  |              |
| a. ACH returns  | 466          |
| b. Notifications of Change  | 256          |
| 9. Incoming USD wire transfers  | 5            |
| 10. Outgoing wire transfers   |              |
| a. USD  | 59           |
| b. Foreign currency   | 7            |
| 11. Weekly bank statements (1 for each account each week plus month end) for Federal Funds Deposits, Accounts Payable, and Payroll. | 180          |
| 12. Monthly bank statements at month-end for Show Me Center and Flex Benefits Accounts  | 24           |
| 13. Internet based treasury management system   | 1            |

**ATTACHMENT 1 CONTINUED**

|  |   |
|--|---|
| 14. Positive Pay accounts                |   |
| a. Accounts Payable – payee positive pay | 1 |
| b. Payroll - payee positive pay          | 1 |
| c. Flex benefits                         | 1 |

| <b>Attachment 2</b>  |                  |                        |                    |                          |                       |                     |                        |
|--|------------------|------------------------|--------------------|--------------------------|-----------------------|---------------------|------------------------|
| <b>Credit Card sales by Month by Merchant ID</b>   |                  |                        |                    |                          |                       |                     |                        |
| <b>Sep 2015 - August 2016**</b>  |                  |                        |                    |                          |                       |                     |                        |
|  | <b>iPayment</b>  | <b>Tickets</b>         | <b>Athletics</b>   | <b>Recreation Center</b> | <b>Show Me Center</b> | <b>Greenhouse</b>   | <b>Totals</b>          |
| <b>Sep-15</b>  | \$ -             | \$ 116,089.75          | \$ 848.00          | \$ 9,124.30              | \$ 1,883.15           | \$ 7,224.67         | \$ 135,169.87          |
| <b>Oct-15</b>  | -                | 238,622.25             | -                  | 7,692.08                 | 3,523.00              | 8,836.44            | 258,673.77             |
| <b>Nov-15</b>  | -                | 144,466.75             | -                  | 3,244.00                 | 35,359.25             | 561.51              | 183,631.51             |
| <b>Dec-15</b>  | -                | 372,213.50             | -                  | 4,717.20                 | 6,110.71              | 1,098.87            | 384,140.28             |
| <b>Jan-16</b>  | -                | 157,158.00             | -                  | 16,156.52                | 17,403.75             | 28.00               | 190,746.27             |
| <b>Feb-16</b>  |                  | 314,453.00             | -                  | 25,752.55                | 39,140.63             | 76.52               | 379,422.70             |
| <b>Mar-16</b>  | 0.03             | 25,136.75              | 336.00             | 8,162.70                 | 10,131.58             | 216.53              | 43,983.59              |
| <b>Apr-16</b>  |                  | 57,689.75              | -                  | 6,333.00                 | 15,504.75             | 11,744.07           | 91,271.57              |
| <b>May-16</b>  | 0.03             | 501,654.50             | 336.00             | 53,799.59                | 66,099.96             | 21,038.49           | 642,928.57             |
| <b>Jun-16</b>  | 560.00           | 109,888.00             | 1,670.00           | 9,387.80                 | -                     | 4,831.08            | 126,336.88             |
| <b>Jul-16</b>  |                  | 41,362.75              | -                  | 9,722.40                 | 329.00                | 199.40              | 51,613.55              |
| <b>Aug-16</b>  |                  | 50,194.75              | 5,950.00           | 17,294.12                | 8,895.50              | 20.92               | 82,355.29              |
|  |                  |                        |                    |                          |                       |                     |                        |
|  | <b>\$ 560.06</b> | <b>\$ 2,128,929.75</b> | <b>\$ 9,140.00</b> | <b>\$ 171,386.26</b>     | <b>\$ 204,381.28</b>  | <b>\$ 55,876.50</b> | <b>\$ 2,570,273.85</b> |
| ** Sep 2015 - Aug 2016 information was provided as September 2015 was when student credit card payments started being processed by our third-party receiving vendor. |                  |                        |                    |                          |                       |                     |                        |

## **ATTACHMENT 3**

Offeror must respond to the questions outlined below in the corresponding section of the proposal.

### **Tab 2-Conversion/Implementation Plan:**

1. Provide a complete description of your conversion and implementation process and activities, including a sample timeline and description of various conversion and implementation tasks for both the offeror and the University.
2. Describe the support provided by the company during conversion and implementation, including technical assistance, user manuals, instructional materials, on-site visits, or other assistance.
3. What initial and ongoing training do you provide for program administrators?

### **Tab 3-Customer Service and Experience:**

1. How does the Offeror handle inquiries requiring research and adjustments?
2. Does the Offeror provide technical customer support for computer software and communications problems? Provide the service hours.
3. Provide the name(s) and title(s) of the person(s) who will have the overall account management responsibility. Provide a brief summary of the account manager's background, training, experience and length of time with the company.

### **Tab 4-Proposed Method of Performance**

#### **Interest, Overnight Sweep and Earnings Credit**

1. Describe the process for overnight sweep vehicles, the investment options and how interest earnings are calculated.
2. Provide earnings history for overnight sweep investment agreements or any other appropriate sweep facility for the last 12 months.

#### **Deposit Processing**

1. What is the deposit cut-off time to ensure same day ledger credit?
2. Is the cut-off time the same for cash as for checks, drafts, etc? If not, explain the differences.
3. Are there any options that might affect this cut-off time?
4. Do you offer a Remote Deposit System? If so, will this change the cut off time?
5. Please describe the Offeror's ability to provide electronic check processing services detailed below:
  - a. Electronic check conversion at the point of sale
  - b. Internet initiated check debits
  - c. Check verification
6. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?
7. What type of deposit bags does the bank allow/require?
8. Does the Offeror provide these bags? If yes, is there a fee for these bags?
9. Are the deposit slips that are provided available in multiple part forms?
10. Does the Offeror accept loose and/or rolled coin for deposit? Is there a fee for depositing loose or rolled coin?



11. How does the Offeror determine and calculate funds availability for deposited items?
12. Provide a copy of the funds availability schedule that will apply to deposits into the University's accounts.
13. What are the Offeror's lockbox options and pricing?

### **Deposit Verification**

1. How will the Offeror return the validated deposit to the University? Within what time frame?
2. Does the Offeror identify and adjust all discrepancies?
3. What is the standard procedure for reporting deposit adjustments?
4. What is the Offeror's policy on receipt of tampered deposit bags?
5. When counterfeit bills are discovered, what are the Offeror's notification and adjustment policies and processes?

### **Vault Services**

1. Does the Offeror have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.

### **Return Item Processing**

1. Can return items be automatically re-deposited? If so, how many times?
2. Does the Offeror have an electronic return notification? If so, what type of information is available? Can the data be customized?
3. Is there a separate record for each returned item?
4. Are imaged documents available on-line?
5. Does the Offeror have a policy to refuse return items not sent through the system in a timely manner?
6. Does the Offeror have the ability to convert a returned check into an ACH item (RCK)?

### **Wire Transfers**

1. What are the beginning and ending cut-off times in Central Standard time for initiating wire transfers to ensure same-day execution?
2. What is the cut-off time for receiving incoming domestic wire transfers in order to receive same day credit?
3. How does the University track the status of transfers once the transfer is in the system?
4. How is access to the Offeror's wire transfer system controlled?
5. Does the Offeror offer its customers dual control release options for electronically initiated transfers? If so, describe.
6. Are security access codes (passwords) encrypted or authenticated? How often is the password required to be changed? Do you use security tokens for wire release?

### **Disaster Recovery**

1. Describe the Offeror's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.

## **Account Reporting**

1. What current day reporting is available through the reporting system?
2. What prior day reporting is available through the reporting system?
3. How many business days is data stored on the Offeror's reporting system and available for the University to access? Can the data be downloaded?
4. What specific software is required to communicate with the Offeror's system and how many systems are required to be maintained?
5. How many years of paid check information is kept online? Is a paid items report available in csv format or equivalent?

## **Positive Pay**

1. Please provide information on the Offeror's positive pay service and payee positive pay.
2. Do the Offeror offer Positive Pay at the teller line? How often does the Offeror update the teller system? How long before a check issued/stopped online appears at the teller line?
3. What is the Offeror's policy regarding an individual attempting to cash a check that is not listed on the teller system?
4. Does the Offeror allow for cancellations of positive pay checks online?
5. Does the Offeror allow on-line manual additions and voids as well as stop payment information?
6. Will the Offeror provide the required software for on-line services?
7. Will internal account transfers be available online? Is there a fee for this? Is so, please include on the pricing page.

## **Remote Deposit Service**

1. Please provide information on Offeror's Remote Deposit capabilities. We are not currently using this service but may in the future.
2. Please indicate the processing hours for accepting a Remote Deposit file during the week and on weekends. How fast are deposits credited and available?
3. Please describe the type of equipment needed for this service. Can the equipment be purchased or leased from the Offeror?
4. Is the Offeror's system internet based?
5. Can the Offeror's system have multiple machines linked together for information control and reporting?
6. Does the Offeror's system allow for division of duties, i.e. one employee run the work and another release the checks to the bank?
7. Does the Offeror's system have a check balance feature that allows check batch totals to balance before the batch is sent to the bank? Does the system use Optical Character Recognition (OCR) to read checks?
8. Does the Offeror's system allow for ACH check conversion as an option for consumer checks?

## ATTACHMENT 4 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 5**  
**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 6**  
**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](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 6 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

**ATTACHMENT 6 continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

# SOUTHEAST MISSOURI STATE UNIVERSITY

## TERMS AND CONDITIONS

### REQUEST FOR PROPOSAL

#### 1. TERMINOLOGY/DEFINITIONS

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

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed 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.

Revised 06/01/2016