



**SOUTHEAST MISSOURI  
STATE UNIVERSITY · 1873**

**REQUEST FOR PROPOSAL 5874**

**TITLE:** LIFE, VOLUNTARY LIFE, AD&D, AND LTD INSURANCE  
**DATE:** JULY 20, 2017  
**BUYER:** LYNDA SEABAUGH, ASST CONTROLLER  
**EMAIL:** lseabaugh@semo.edu  
**PHONE:** (573) 651-2076

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

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

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

**DATE:** AUGUST 10, 2017  
**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  
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**GENERAL INFORMATION & SCOPE OF WORK**

1. **Introduction:** Southeast Missouri State University (hereinafter referred to as University, Southeast, or Client) is located in Cape Girardeau, Missouri. There are also regional campuses located in Sikeston, Malden, and Kennett, Missouri. The total population is approximately 1,500, including both employees and retirees. The University is seeking proposals for new life, voluntary life, AD&D, and LTD insurance plans to be effective January 1, 2018.

2. **Participation:** This document, called a Request for Proposal (RFP), seeks proposals from qualified offerors to establish a contract for the administration of basic life, accidental death & dismemberment (AD&D), and long term disability (LTD) insurance plans for employees of Southeast. Proposals should also include offers for retiree life insurance plans. Approximately 1,200 employees and 300 retirees are eligible to participate in these plans. For employees, coverage is from date of hire. Retirees are eligible to elect coverage upon commencement of retirement. Current participation levels are as follows:

- 2.1 Basic Life Insurance – 1,146
- 2.2 AD&D Insurance – 1,146
- 2.3 LTD Insurance - 1,146
- 2.4 Supplemental Life Insurance – 335
- 2.5 Dependent Life Insurance – 281
- 2.6 Retiree Life Insurance – 316

3. **Current Benefit Plan Designs & Requests for Additional Quotes:** The University currently has Anthem Life as its basic life, supplemental and dependent life, AD&D, LTD, and retiree life insurance provider. The basic life and AD&D insurance plan is 2½ times the base salary up to a maximum of \$50,000 in coverage, with reduction in coverage factors applying to those age 65+. Supplemental life coverage is offered at 1x, 2x or 3x base salary, with a coverage maximum of \$750,000. A current guarantee issue of \$100,000 is offered with supplemental life and without requiring medical evidence of insurability. Dependent life coverage is offered in the form of \$5,000, \$10,000, and \$15,000 policies. LTD coverage is offered at 60% of monthly earnings up to a maximum monthly benefit of \$10,000, with a coverage maximum of \$120,000. Salaries are rounded to the next higher \$1,000 when calculating a coverage level for these insurance plans. The exception is rounding occurs for the 65+ covered lives having supplemental life coverage, as the rounding is to the next higher \$500 of monthly salary. Retiree life coverage is currently offered in the form of a \$5,000 term policy. The dependent child limiting age is end of month age 25.

- 3.1 Southeast would like to request quotes for additional Supplemental life coverage offerings of 4x and 5x base salary. With this request, Southeast would like to inquire if a one-time open enrollment would be granted, which would allow employees to increase their supplemental policies without underwriting. In addition, Southeast would like to request a quote for a \$25,000 employer-provided term life insurance policy
- 3.2 Employee and retiree census information is available upon request. The "Life Data" file contains two worksheets: (1) tab entitled "Active" includes data for active employees and (2) tab entitled "Retirees" includes data for retirees. Please contact Lynda Seabaugh, Assistant Controller, via email at [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu) for the password-protected file and password.
4. **Additional Services Information:** Southeast recognizes that carriers offer discounted rates or complimentary services for bundled or grouped products. If these types of discounts or services are available, please fully disclose details, including the service, price, eligibility, etc. Please propose only fully-insured plans; the University is not interested in self-insured plans at this time.
5. **Desired Outcome of RFP Process:** Southeast wishes to continue to offer a substantial life and disability package to its employees, dependents, and retirees, with 2018 benefits meeting the current benefits with an additional option for retirees. Current retirees having the \$5,000 term life policy. Southeast plans to award only one contract for all lines of coverage. Please propose only fully-insured plans; the University is not interested in self-insured plans at this time.
6. **Effective Date:** The next anniversary date of these coverages is January 1, 2018, which will, therefore, be the effective date of the award resulting from this RFP process. However, because of the University's holiday schedule, the contractor must be ready to begin administering the University's insurance plans no later than December 1, 2017. Below is the anticipated timeline for completion of this RFP process:

Issue RFP: July 21, 2017

RFP closing date: August 10, 2017

Evaluation of Proposals: Through August 2017

Award Contract: Beginning of September 2017

Contract/Plan Start Date: January 1, 2018

- 6.1 The new carrier(s) will be required to provide immediate benefits and may not insert any "actively at work" provision or any similar prohibitive provision. Benefits under the new plan may be reduced only by amounts payable under the extended benefit provision of the current program. The intent is obviously to create a "no loss/no gain" situation whereby no employee, participating retiree, or dependent will be penalized because of a change in carriers.

- 6.2 Per the HIPAA guidelines, please specify in your proposal any pre-existing medical condition limitations that may apply to a current or new employee and how prior coverage credit will be applied. However, all existing coverages shall be “grandfathered” into the new plan effective January 1, 2018.
7. **Eligibility for University-provided Benefits:** Employee life, AD&D, and LTD coverages are 100% paid by the University – these coverages are not voluntary. All regular, 80% assignment or greater employees will be insured. Currently, eligible participants include:
- 7.1 Full and part-time (80% FTE or greater) regular and term staff.
  - 7.2 Continuing and/or term faculty in 80% FTE or greater assignment.
  - 7.3 Employees must work at least 32 hours per week to be considered full-time.
  - 7.4 Coverage begins on date of hire.
  - 7.5 Temporary faculty, staff, and student workers are currently not eligible participants.
  - 7.6 The dependent child limiting age is end of month age 25.
8. **Eligibility for Retiree Life Insurance:** The Client will offer the retiree life insurance program to all eligible participants. Retiree insurance is 100% paid by the retiree – this coverage is voluntary. Retirees pay premiums on an annual basis. Retirees must meet MOSERS (State of Missouri retirement program) service eligibility requirements to qualify for retiree benefits. If qualified, the employee must elect to participate in the life plan at time of retirement, or they will not be allowed on the plan at a later date. Once on the plan, they can remain on the plan indefinitely. The University does not permit retirees to elect coverage in this plan after retirement has commenced.
9. **Eligibility for Voluntary Benefits:** Supplemental and Dependent life insurance coverages are 100% paid for by the employee – these coverages are voluntary.
10. **Premium Remittance:** The contractor understands and agrees that monthly employee premium remittances will be made from the University by the 10<sup>th</sup> of the month due and agrees to support and provide an electronic payment mechanism. Additionally, the contractor agrees to accept 12-pay premium remittances for all employees. The contractor also agrees that retiree life insurance premium remittances will be made annually by January 10 of the plan year.
11. **Brochures/Printed Information:** The contractor agrees and understands that the University’s Human Resources department is the first resource for benefit information for University employees and retirees. Accordingly, the contractor will provide (at no additional cost) printed informational brochures/booklets to Human Resources for distribution to employees and retirees.

12. **Plan/Policy Documents**: The contractor shall provide both an electronic version, and one hard copy, of all policy/plan documents to Human Resources.
13. **Reporting Information**: The contractor shall provide claims activity and benefit payable reporting to the Client on an agreed-upon regular basis.
14. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.



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**GENERAL CONTRACTUAL REQUIREMENTS**

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

1. The contractor shall provide Group Life, Voluntary Life, AD&D, and LTD insurance coverage for Southeast Missouri State University, as specified in the notice of contract award. The initial contract period shall be January 1, 2018, through December 31, 2018.
2. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to extend the contract for successive one year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
  - 2.1 The University reserves the right to negotiate a lesser increase or premium decrease for extension periods, and go out for competitive bid if a mutually satisfactory price cannot be agreed upon.
3. All fees and percentages shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. In addition, the contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
4. In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time. The University may request other professional services not included in the contractor's proposal and may negotiate the related fees for such services with the contractor.
5. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide to the University evidence of compliance with these requirements.



6. The contractor shall fully coordinate its activities in the performance of the contract with those of the University throughout the contract period. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.
7. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
8. The contractor shall, within 10 calendar days after the award of the contract, submit a written notification to the University's contract administrator 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.
9. 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.
10. 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 Board of Regents, 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 coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the contractor to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, the University must be notified immediately.
11. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Regents, agencies, employees, and assigns.

12. 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. The contractor further agrees that all data, technical information, and reports developed by the contractor are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University. Upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
13. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
14. The contractor agrees that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical or similar services from other sources.
15. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's offer. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

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**OFFEROR'S INFORMATION**

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. In addition to the original solicitation document, all amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. **SUBMISSION OF PROPOSALS:** Proposals must be priced, signed and returned (with all necessary attachments) to the Purchasing Department by the opening date and time specified. The signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
  - 2.1 The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
  - 2.2 The offeror is cautioned that it is the offeror's sole responsibility to submit all necessary information.
3. Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
  - 3.1 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. Once an award is announced and/or the solicitation cancelled, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the proposal response will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Any offeror with questions should contact Lynda Seabaugh, Assistant Controller, at (573) 651-2076 or via email at [lseabaugh@semo.edu](mailto:lseabaugh@semo.edu). All offerors and/or anyone else acting on their behalf must direct all of their questions or comments

regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.

- 4.1 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. The offeror must submit such in writing no later than seven calendar days prior to the RFP opening date via email to lseabaugh@semo.edu.
5. Evaluation Process: Any award accomplished as a result of this Request for Proposal shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the listed criteria may result in minimal subjective consideration and/or rejection of the offeror's proposal. The University plans to award only one contract for all lines of coverage.
  - 5.1 Cost/Pricing (40%)
  - 5.2 Benefits (30%)
  - 5.3 Experience and Reliability (15%)
  - 5.4 Proposed Method of Performance (15%)
6. **Cost/Pricing:** Cost shall be evaluated based upon the information provided by the offeror on the Pricing Page. The offeror must guarantee the initial rates for 12 months (calendar year 2018). A multi-year rate guarantee or a renewal rate-cap will be given strong consideration. If you do quote an increase, this will not prohibit the University from negotiating a lesser increase or premium decrease for renewal options. The subparagraphs below all address employee coverages, not retiree coverages.
  - 6.1 The offeror must provide rates on both a 12-month and 10-month cycle to accommodate differing faculty pay schedules as applicable.
  - 6.2 In addition to completing the Pricing Page, the offeror must provide a separate document outlining pricing for supplemental life insurance, broken down per \$1,000 of monthly salary. Please indicate any guarantee issue coverage levels (if applicable) and age reduction factors.
  - 6.3 The offeror must allow remittance from the University of premium based on a 12-pay schedule.
  - 6.4 Please provide proposals on a fully-insured basis. The University is not interested in pursuing self-insured options at this time.
  - 6.5 The offeror shall not be entitled to any other form of payment not specifically provided for by this document.
  - 6.6 The offeror may provide any other additional bundled services for grouped products or services.

7. **Benefits:** The offeror must provide detailed information explaining proposed benefits for all lines of coverage.
  
8. **Experience and Reliability:** 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.
  - 8.1 The offeror should submit at least three (3) references (Attachment 1), preferably for clients which are of similar scope and complexity as the University. If possible, the offeror should submit higher education clients as references.
  - 8.2 Each reference should include organization name, contact person with email address, title, telephone number, and address. The offeror should also provide a brief description of services performed for the references.
  
9. **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. The offeror should specifically address the items below, as well as all other pertinent items contained within this document. The language used in the written narrative should be straight forward and limited to facts, solutions to problems, plans of proposed action.
  - 9.1 It is the University's intent that no employee or dependent be penalized because of a change in carriers. Please state your acceptance of this arrangement.
  - 9.2 Please describe your monthly billing and premium remittance procedures, including but not limited to: online capabilities for volume of coverage and premium reporting, ability to accept wire transfers of premium payment monthly, etc.
  - 9.3 Please describe your general coverage provisions for both life and disability plans, including coverages during leaves of absence, for Reservists, and any other unique provisions.
  - 9.4 Please provide your average premium increase for the past three years for your accounts with 1,000-1,500 employees.
  - 9.5 Describe your claims processing methods for life and AD&D. In addition, describe your general requirements for medical evidence of insurability, benefit payment methods to beneficiaries, etc.
  - 9.6 Describe your claims processing methods for LTD. In addition, describe your general requirements for medical documentation for claims, disability payment methods to members, and your return-to-work provisions.
  - 9.7 Please provide samples of claims reports that must be provided on a monthly basis. Please provide your claim and benefit payable reporting

- capability (all options), including your scope and frequency of such reporting.
- 9.8 Please describe your web capabilities for both the University and employee utilization.
- 9.9 For both employees and retirees, the University has existing paper files with beneficiary information (samples provided as Attachment 8). Please discuss your organization's willingness to accept copies of these forms in lieu of forms provided by your organization.
- 9.10 Please provide copies of any other pertinent forms.
- 9.11 Please state your standard termination notice provision.
- 9.12 Please provide your insurance industry ratings.
- 9.13 The University prefers to offer an open enrollment period (of a few days in duration) in late 2017 for calendar year 2018. Please discuss if your organization is willing to support this, and specify whether or not medical underwriting would be required.
- 10 Any notice of contract award resulting from this RFP will be made only by written authorization from the University.
- 11 After an initial screening process, the University may request clarifications as deemed appropriate. The University reserves the right to enter into negotiations with one or more offerors. However, the University reserves the right to accept or reject any or all proposals "as is".
- 12 Attachment 2 - 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 this Attachment with the proposal. Completion of this Attachment does not affect contract award.
- 13 Attachment 4: 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 the attachment, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response does not include the completed form and the documentation specified on the form in accordance with the instructions provided therein, no preference points will be applied.

15. Attachment 4: 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/mostatutes/stathtml/28500005301.html?&me=285.530>), the offeror must affirm t 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, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of the form must be submitted prior to contract award.
16. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
17. Vendor No Tax Due Certificate: The offerors are advised that, in accordance with section 34.040.7 RSMo, Southeast Missouri State University is precluded from contracting with a vendor or its affiliate who 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. Additional information regarding Section 34.040.7 RSMo is available on the Department of Revenue’s website at <http://www.dor.mo.gov/business/sales>. The offeror must verify they are either registered to collect sales and/or use tax in Missouri or are not making retail sales of tangible personal property or providing taxable services in Missouri. The offeror can provide this verification by submitting an official “Vendor No Tax Due” certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the “Vendor No Tax Due” certificate if the offeror is properly registered to collect and have properly remitted sales and/or use tax, or if the offeror is not making retail sales in Missouri. The offeror may obtain a Vendor No Tax Due certificate by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>.
18. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. Vendors may access the current W-9 form at [ttp://www.semo.edu/accountspayable](http://www.semo.edu/accountspayable). The completed W-9 form may be submitted with the proposal response.

- 19 The attached Terms and Conditions, Request for Proposal (revised 05/25/2017), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the offeror's proposal.



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**PRICING PAGE**

The offeror must completed, sign, and return this Pricing Page with the proposal. As stated elsewhere in this RFP document, the University would like to see, and at a minimum, plan designs proposed which duplicate current benefits. However, if your organization is unable to duplicate current benefits, please propose plans as close as possible – preferably exceeding – to the current plan designs.

**1. University-provided Life Insurance--2 ½ times base salary up to \$50,000.**

Please state below the monthly premium, based on \$1,000 of monthly salary:

1.1 \$\_\_\_\_\_ for Calendar Year 2018

1.2 \$\_\_\_\_\_ for Calendar Year 2019

1.3 \$\_\_\_\_\_ for Calendar Year 2020

1.4 Please state age reduction factors:

**University-provided Life Insurance--\$25,000.** Please state below the monthly premium

1.5 \$\_\_\_\_\_ for Calendar Year 2018

1.6 \$\_\_\_\_\_ for Calendar Year 2019

1.7 \$\_\_\_\_\_ for Calendar Year 2020

1.8 Please state age reduction factors:

**2. University-provided AD&D Insurance.** Please state below the monthly premium, based on \$1,000 of monthly salary:

2.1 \$\_\_\_\_\_ for Calendar Year 2018

2.2 \$\_\_\_\_\_ for Calendar Year 2019

2.3 \$\_\_\_\_\_ for Calendar Year 2020

2.4 Please state age reduction factors:

3. **Voluntary Supplemental Life Insurance.** Please provide a separate document outlining pricing for supplemental life insurance, based on \$1,000 of monthly salary. Please indicate any guarantee issue coverage levels (if applicable) and age reduction factors. Please indicate if a one-time open enrollment would be granted, which would allow employees to increase their supplemental policies without underwriting.
  
4. **Voluntary Dependent Life Insurance.** Please state below the monthly premium for each policy:
  - 4.1 For Calendar Year 2018:  
 \$\_\_\_\_\_ for \$5,000 policy  
 \$\_\_\_\_\_ for \$10,000 policy  
 \$\_\_\_\_\_ for \$15,000 policy
  
  - 4.2 For Calendar Year 2019:  
 \$\_\_\_\_\_ for \$5,000 policy  
 \$\_\_\_\_\_ for \$10,000 policy  
 \$\_\_\_\_\_ for \$15,000 policy
  
  - 4.3 For Calendar Year 2020:  
 \$\_\_\_\_\_ for \$5,000 policy  
 \$\_\_\_\_\_ for \$10,000 policy  
 \$\_\_\_\_\_ for \$15,000 policy
  
5. **University-provided LTD Insurance.** Please state below the monthly premium, based on \$1,000 of monthly salary:
  - 5.1 \$\_\_\_\_\_ for Calendar Year 2018
  - 5.2 \$\_\_\_\_\_ for Calendar Year 2019
  - 5.3 \$\_\_\_\_\_ for Calendar Year 2020
  
6. **Voluntary Retiree Life Insurance.** Please state below the annual (not monthly) premium.
  - 6.1 \$\_\_\_\_\_ ANNUAL premium for Calendar Year 2018
  - 6.2 \$\_\_\_\_\_ ANNUAL premium for Calendar Year 2019
  - 6.3 \$\_\_\_\_\_ ANNUAL premium for Calendar Year 2020

By signature below, the offeror hereby affirms that the information included is quoted in accordance with all terms and conditions of Request for Proposal 5874. In addition, the offeror understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

---

Company Name

---

Signature/Date

**ATTACHMENT 1  
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 13, section 8.1.

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

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

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

Address \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

\_\_\_\_\_

**ATTACHMENT 3**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

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

Definitions:

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

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

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

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this attachment

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

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

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

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

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

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

## ATTACHMENT 2 MINORITY VENDOR INFORMATION

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

### BUSINESS TYPE

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

**SMALL:** An organization with less than 500 employees.

**LARGE:** An organization with greater than 500 employees.

**MINORITY:**

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

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

**NON-MINORITY:**

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

**MISSOURI:**

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

**NON-MISSOURI:**

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

*For example:* An organization having 50 employees, owned by a Black American, and whose General Mailing Address is Tampa, Florida would be classified as follows: Small, Minority, Non-Missouri.

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

**BUSINESS ENTITY CERTIFICATION:**

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

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

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

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

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

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

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

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

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

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

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

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

\_\_\_\_\_  
Date

**ATTACHMENT 4 continued**

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](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 4 continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

# SOUTHEAST MISSOURI STATE UNIVERSITY TERMS AND CONDITIONS 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. Through July 31, 2017, 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. Beginning August 1, 2017, the University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- 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 05/25/2017