



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5879

DELIVERY INSTRUCTIONS

TITLE: STUDENT RETENTION SOFTWARE

DATE: SEPTEMBER 7, 2017

BUYER: RANDYN MILLER
BUYER

EMAIL: ramiller@semo.edu

PHONE: (573) 651-2588

BID MUST BE RECEIVED NO LATER THAN:

DATE: SEPTEMBER 28, 2017

TIME: 3:30 P.M.

For USPS/FedEx/UPS, etc.

Bids must be mailed to:

Purchasing Department
Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701

OR delivered by bidder to:

Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701

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

MUST BE SIGNED TO BE VALID

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

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

SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT RETENTION SOFTWARE
REQUEST FOR PROPOSAL 5879

BACKGROUND AND INTRODUCTORY INFORMATION

1. This document, called a Request for Proposal (RFP), constitutes a request for proposals from qualified offerors to establish a contract for software solutions and related services for student retention for Southeast Missouri State University (“Southeast”, “Client”, or “University”).
 - 1.1 The goal of the software and related services is to support the University’s work toward improving first-time full-time freshman retention and six-year graduation rates through the collection and analysis of large sets of data into actionable items.
2. Southeast Missouri State University is a regional comprehensive institution of higher education that derives its authority from the people of Missouri through the Missouri State Legislature. The University’s main campus is located in Cape Girardeau, Missouri. The University serves 23 counties in southeast Missouri. Fall enrollment for 2016 included 10,693 undergraduate students and 1,285 graduate students. Over 1,500 courses are offered each semester, with more than 250 courses offered online.
 - 2.1 Notable facts about the University’s current student population:
 - 57% female; 43% male; average age is 22 years old
 - 78.2% Missouri residents
 - 74% first time, full-time fall-to-fall retention
 - 49% six-year graduation rate
 - Average ACT score is 23
 - 2.2 Southeast Missouri State University is committed to improving freshman retention rates and graduation rates, as it provides a high-quality learning experience to its students. Information about the University and its students can be found at www.semo.edu
3. For students who may live beyond a reasonable driving distance from the main campus, Southeast delivers courses throughout the region via regional campuses and delivery sites.
 - 3.1 Regional Campus: Regional campuses operate where no institution of higher education exists to serve local needs and are fully staffed either by the University or in conjunction with a partnering community college. Regional campuses include the following:
 - Southeast Missouri State University – Kennett
 - Southeast Missouri State University – Malden
 - Southeast Missouri State University – Sikeston
 - 3.2 Delivery Sites: Southeast Missouri State University delivery sites offer classes at partner colleges as supplemental curriculum. Delivery sites include:
 - Three Rivers College – Poplar Bluff Delivery Site
 - Cape College Center – Cape Girardeau Delivery Site

4. Southeast Missouri State University uses Banner as its student information system and Moodle as its learning management system. Ellucian Recruit, Ellucian Degree Works and the Ellucian Mobile App are also used by the Institution. In addition to Banner, our transactional ERP, Southeast maintains a SQL Server data store that pulls financial and student data nightly for reporting and analysis.
5. The contract awarded as a result of this Request for Proposal will be from contract signing, through June 30, 2020, with renewable options for two (2) additional twelve month periods in accordance with the terms and conditions specified elsewhere.
6. 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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SCOPE OF WORK

The contractor must provide software and related services that allow for the collection and analysis of student data for Southeast Missouri State University (hereinafter referred to as “Southeast”, "Client" or "University"), in accordance with the terms and conditions contained herein and as specified in the notice of contract award.

Specifically, the contractor must supply a solution that:

- Includes an analytics engine that pulls data efficiently from a range of existing sources.
- Produces both descriptive and predictive analytics that are represented in clear and meaningful ways to advisors, staff, faculty, and students.
- Provides mechanisms for prioritizing activities, enhancing communication across multiple stakeholders, and supporting continuous improvement through assessment of interventions and processes.
- Empowers students to make meaningful decisions about their own pathways toward graduation, possibly through student-facing applications, graduation mapping, or scheduling features.

The following sections contain both narrative informational and specific questions. Please provide succinct responses. The Offeror must address all inquiries for full consideration.

1. Offeror’s History, Leadership, and Vision

1.1	Describe the philosophy that defines your organization. What makes you different from your competitors?	
1.2	How long has your company been in business? What experience does your organization have in the higher education sector?	
1.3	Provide a list of mergers and acquisitions between your company and any other company in the past two years.	
1.4	Provide a list of investors and business partners.	
1.5	Have you received any awards or accolades in the past three years?	
1.6	How many employees do you have? How many of your employees are dedicated to supporting the proposed solutions and services?	
1.7	Provide a recent audit of your company’s financial stability.	
1.8	Are you experiencing any litigation that may impact your ability to work with us?	
1.9	Where do you see opportunities for your company to grow in the next five years?	

1.10	Why is this particular contract interesting to your company?	
1.11	Why should our institution choose you as a technology partner?	

2. Client Community

2.1	How many higher education clients do you have who are using the same or similar solutions and services proposed in the next section?	
2.2	Do you have any clients in our area who are similar to us? Do these clients also use Banner and Moodle? <ul style="list-style-type: none"> • Provide case studies or specific outcomes from client institutions with similar needs or profiles to ours. • Provide a list of 3-5 specific contacts at client institutions who we can talk to. 	
2.3	Is there an active community of users? What are their primary activities? Are there additional costs to join these activities? <ul style="list-style-type: none"> • Describe any regularly-held seminars, webinars, or community meetings open to users of your solutions. 	
2.4	Does your company formally recognize clients through an awards program (for example)? <ul style="list-style-type: none"> • If possible, describe the stated goals and names of clients who have won awards through that program. 	
2.5	How does your company encourage clients to contribute to product development? <ul style="list-style-type: none"> • Describe how a specific client contributed substantially to a feature that currently appears in the generally-available release of your solution. 	

3. Proposed Solution and Services

3.1	Describe the components that make up the solution that best meets our requirements.	
3.2	Are there other components that your company offers that are not specifically part of this proposal? Describe the potential utility of these components at our institution.	
3.3	How is your solution accessed? Is it web-based or is there a required download/plug-in? What	

	level of technical skill is required for an end-user to get “up and running”?	
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4. Analytics for Early Identification and Early Alert

4.1	In general terms, describe your company’s approach to identifying at-risk students. What data do you require/suggest be considered to properly identify those students?	
4.2	How much control will our institution have over determining which students are identified as at-risk in your solution? Can we define custom thresholds, combinations of data, etc.?	
4.3	Describe how your solution triggers alerts based on data pulled or provided from various sources, including Banner, Moodle, and ad-hoc contributions from advisors, faculty, and other staff?	
4.4	Can your solution raise flags based on other indicators? (e.g. behavioral concerns, health concerns, financial concerns, attendance)?	

5. Support for Interventions and Case Management

5.1	Describe what happens once an alert is raised. How do users see all alerts that need their attention?	
5.2	What tools does your solution offer for managing alerts that have been raised (e.g. sorting and filtering, reporting, referring, routing issues to other campus partners)?	
5.3	Is the process for managing alerts considered during the implementation phase? Does your team advise its clients on processes and workflows around case management?	
5.4	Who can see students’ records? What levels of access are possible? How is access managed to accommodate both “super-users” who need to see everything about everyone, and other users who need to see a more limited view?	
5.5	What kind of interventions and outreach are supported by your solution? How are those activities tracked within your solution?	
5.6	What tools does your solution offer to encourage collaboration and communication around a student’s success?	
5.7	How can an advisor or other user track the	

	status of a particular concern (or set of concerns) over time? Can comments and notes be added to an alert over time?	
5.8	What happens when an alert or referral is resolved? Is there a way for advisors to “close the loop” with the faculty member (or other user) that submitted a concern?	
5.9	How can you query information in the system? Is there a way to query types of communication sent to specific groups of students?	

6. Communication

6.1	Who is notified when an alert flag is raised? Can notifications be sent to multiple advisors for a single student? Can notifications be sent to the student? Can these rules vary for different kinds of alert flags, or is it “one size fits all”?	
6.2	Can notifications be sent via Outlook? Can users choose alternatives to our email system for their notifications? Can users choose to receive text messages?	
6.3	Can advisors and staff users send messages to students through your solution? Are there any “bulk tools” to send messages to multiple students?	
6.4	Can advisors and staff users send messages to prospective or un-enrolled students after a meeting?	
6.5	How does your solution help us document phone communications or in-person outreach?	
6.6	How are messages tracked in your solution? How can an advisor see all communications sent from your solution to students?	
6.7	How does your solution support “nudge campaigns” to targeted groups?	
6.8	Does your solution provide positive encouragement to students?	
6.9	Does your solution provide any workflow capabilities to ensure completion or coordination of tasks?	

7. Appointment Scheduling

7.1	Does your solution support appointments and	
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	scheduling between students and staff?	
7.2	How are appointments made in your solution?	
7.3	How are calendars set up and managed in your solution? Describe the process? Can the process be integrated into the user's Outlook calendar?	
7.4	Can users set up different kinds of appointment blocks (e.g., office hours, walk-ins, scheduled meetings)? Describe any customization opportunities.	
7.5	Can calendars be established for both groups (e.g., a "roll up" of all tutors' calendars into a Tutoring Center calendar) and individuals?	
7.6	Can management of calendars be delegated to other users or managers?	
7.7	Will both student and staff users get reminder notifications about upcoming appointments? How are those notifications triggered?	
7.8	Can your calendar/scheduling tool be used for workshops, lectures, and/or other campus events?	
7.9	Can reports be generated about meeting attendance, notes, etc.? Who can view and generate reports?	
7.10	Can your solution automatically send a survey or follow-up email after an appointment?	

8. Degree Planning

8.1	Does your solution focus on students' future planning or retrospective degree audits?	
8.2	How will students access your academic planning solution? Describe the interface?	
8.3	What is involved in implementation of your academic planning solution?	
8.4	Do we need a specific back-end system for your academic planning solution to function properly?	
8.5	Do you have a student intake form to capture student aspirations and goals?	
8.6	Does your solution provide granular access to student plans or is it "all or nothing"?	
8.7	Can advisors and students receive alerts when a student goes "off plan"?	
8.8	Can advisors take a snapshot of a student academic plan for reference?	
8.9	Can advisors override, waive, or substitute enrollments for various requirements?	
8.10	Describe how your solution can support meta-	

	majors.	
8.11	Describe how your solution can support transfer articulation.	
8.12	Describe the reporting capabilities of your academic planning solution. Can administrators use the solution to anticipate course enrollment patterns, for example?	

9. Student Facing Functionality

9.1	Describe how students usually interact with your solution. Is there a way for students to see alerts and other activities that may be relevant to them?	
9.2	Can students be notified (e.g., via email, text message, or mobile app) when a concern is raised?	
9.3	Can students “opt-in” and raise an alert flag on a self-identified concern?	
9.4	Can students see a network of resources and people at our institution who can help them? Is this network specific for the student or a general list? Is there a limit to how many contacts can be in this network? What information is included?	
9.5	Can students schedule their own appointments with resources and people in response to an alert?	
9.6	Can prospective students or non-enrolled students sign in for a meeting with a resource?	
9.7	Can students see a queue of waiting students at a particular resource (e.g., the Writing Center)?	
9.8	Can students create their own academic plans and explore “what-if” scenarios?	
9.9	Can students see their own progress against their academic plan?	
9.10	Provide examples of feedback from students (anonymized) who have used your solution to improve their success at an institution.	

10. General Technology Requirement

10.1	Briefly describe your system’s architecture.	
10.2	Is your solution fully-hosted SaaS software? Is it entirely Web-based?	
10.3	Do any components need to be installed locally?	

10.4	Does your solution require any third-party software or consultants?	
10.5	What browsers and operating systems do you use to test your solution?	
10.6	Does your solution work on tablets and/or mobile devices?	

11. Hosting and Security

11.1	Where are your data centers located? Who owns the data centers?	
11.2	What preventative (infrastructure, policy, monitoring, security) maintenance and control measures are in place at the data centers?	
11.3	What security measures govern the transmission of data from end-users to the application (e.g., SSL)?	
11.4	What is your company's data backup strategy?	
11.5	What is your company's business continuity plan?	
11.6	What is the procedure to extract data from your solution in the event of contract termination?	
11.7	How many users can your system handle? What kind of high availability and/or load-balancing support can we expect? What is the process if we add more users?	
11.8	Describe your access and authorization processes, and how your solution supports single sign-on authentication.	
11.9	How is that authentication configured? Will our institution have to do any programming?	
11.10	Describe how your solution implements role-based security and access permissions.	
11.11	Does your solution support templates for assigning privileges based on user role?	
11.12	Describe the audit and security logs maintained by your solution.	
11.13	Have you ever had a security breach?	
11.14	What is your uptime commitment? Do you offer an SLA?	
11.15	Does your SLA include any service credits if the provisions of the SLA are not met?	
11.16	Describe how you communicate unexpected system interruptions and planned downtime to clients.	

12. Ease of Use

12.1	How is your user interface structured to facilitate ease-of-use? What design principles do you follow?	
12.2	What level of technical skill is required for an end-user to get “up and running” on your solution?	
12.3	What level of technical skill is required for an administrator to configure and maintain your solution?	
12.4	What browsers and operating systems do you use to test your solution?	
12.5	Does your solution work on tablets and/or mobile devices?	
12.6	Can downloads be viewed with common software applications or is special software required?	
12.7	What help resources and documentation are available for end-users via self-service?	

13. Privacy and Accessibility

13.1	What functionality exists in the system to protect sensitive information?	
13.2	How does your solution support FERPA, HIPAA, PCI and other privacy regulations?	
13.3	How does your solution support the Americans with Disabilities Act? What accessibility features are built into your solution? Are these features documented?	
13.4	Do you have a Voluntary Product Accessibility Template (VPAT)?	

14. Data Integration

14.1	In general, what is your philosophy and approach toward data integration?	
14.2	What tools and technologies do you use to accomplish data integration (e.g., API, flat file, web services)?	
14.3	What kinds of data are commonly sent into your solution?	
14.4	Does your solution update and/or provide data back to the original data sources (i.e., Banner)?	
14.5	What is the minimum amount of data we need	

	to import for your solution to work as it was designed? Is there a maximum amount?	
14.6	<p>What other technologies can provide data to your system? Specifically:</p> <ul style="list-style-type: none"> • Can your solution import data about users, courses, and enrollments from Banner? • Can your solution import data about users, courses, and enrollments from Moodle? • Can your solution import data about assessments and grades from Moodle? • Can your solution import data about discussion boards, last-login, and others from Moodle? • Can your solution import historic meeting data and notes from Degree Works? • Can your solution import custom student attributes that we define? 	
14.7	Do you have any other institutions in your client community that are currently integrating your solution with Banner or Moodle?	
14.8	In addition to data integration, can we enter data directly into your solution through a Web interface?	
14.9	What are the limitations? Are there certain kinds of data that cannot be imported into your solution?	
14.10	How often is data sent from another system into your solution? Can we change that frequency?	
14.11	What kind of data integration planning workbooks and documentation will you provide?	
14.12	Will our institution need to purchase separate software to successfully move our data into your solution? What is the cost for those items?	
14.13	What is our institution's responsibility in the data integration process? What IT resources are required? What programming skills are required?	
14.14	If we don't have the appropriate resources on staff, can your staff assist with these responsibilities? Are there costs associated with this assistance?	

15. Other Integrations

15.1	Does the solution integrate with Banner portal technology?	
15.2	Does the solution integrate with Outlook email?	
15.3	Does the solution integrate with Outlook calendaring and scheduling?	
15.4	How are the above integrations accomplished?	

16. Reporting

16.1	Describe your approach to reporting for end-users and administrators. Does your solution include dashboards and visualizations, tables, charts, etc.?	
16.2	Are built-in reports and report templates available? If so, list the most commonly-used reports.	
16.3	Can we create custom reports through the user interface?	
16.4	How much technical/analytical skill is required to run a report? How difficult is it for non-technical staff to derive value from the reports in your solution?	
16.5	Can reports be exported? Is special software required to view/analyze reports?	
16.6	Can reports be easily sent to Institutional Research, a data warehouse, etc.?	
16.7	Can reports be automatically sent to specific users on a regular schedule?	
16.8	What data formats do reports support (e.g., CSV, Excel)?	

17. Project Management

17.1	Describe your project management model and approach.	
17.2	How many implementations have you completed using this approach?	
17.3	What is the typical implementation timeframe for us to “go live” with your solution?	
17.4	Are there any considerations (e.g., busy times of year, budget cycles, etc.) that we should keep in mind when considering an implementation timeframe?	
17.5	Describe the team that will be assigned to implement our solution. What skills do they have and what percentage of their time will be allocated to supporting our implementation?	

17.6	Are key team members' resumes available for us to review?	
17.7	What are the primary roles and responsibilities of those team members during our implementation?	
17.8	Describe the team that our institution should allocate to implement the initial solution. What skills are required and what time commitment should we project?	
17.9	Describe the team that our institution should allocate long-term to support the solution. What skills are required and what time commitment should we project?	
17.10	Describe any milestones or "hot spots" in the project implementation plan where, in your experience, progress against the plan should be reviewed and reassessed.	
17.11	Describe the documentation (both system and training) provided as part of the implementation.	
17.12	How does your team communicate with our team during implementation (e.g., email, remote meetings, in-person meetings, phone calls, document sharing technologies)?	
17.13	How are issues resolved and/or escalated for resolution during implementation?	
17.14	What factors are most likely to result in a smooth implementation? What factors can delay or complicate the implementation process? Describe how your team assesses and manages those factors.	
17.15	After the initial implementation, what can we expect in terms of ongoing assistance (beyond product support)? Will we be assigned an account manager or equivalent? What are the responsibilities of people at your company with that role?	
17.16	Is it possible for the solution to be implemented incrementally?	

18. Training

18.1	Describe your training methodology for new clients.	
18.2	Describe the fee structure for your different training offerings.	
18.3	How is training delivered? (e.g., classroom-style with an instructor, one-on-one, computer-based training, self-study).	
18.4	Do you have recommendations for matching the type/style of training to the different user groups?	
18.5	Do you provide training manuals and	

	documentation? Are there additional costs for materials?	
18.6	After implementation, what other training opportunities are available? Can you provide a calendar of upcoming training events?	
18.7	Do you provide any consulting/support/guidance on fostering campus culture around use of a new retention tool? What about help 'marketing' the tool to students?	

19. Product Support

19.1	What kinds of product support can our institution expect from your company?	
19.2	Where is your support staff located?	
19.3	What are your normal support hours? What kind of support is available during those hours? What kind of support is available outside of those hours?	
19.4	What methods are available to contact product support (email, website, phone, chat)? Are there limitations to which staff members from our institution can use which method?	
19.5	Is there an online Web-based product support resource? How is it accessed?	
19.6	Do you have a response-time policy? If so, describe/attach that policy.	
19.7	Describe the lifecycle of a product support "ticket"? How are tickets escalated?	
19.8	Can our institution purchase additional levels of product support?	

20. Upgrades and Enhancements

20.1	Describe your approach to product development.	
20.2	How are enhancement and release priorities determined?	
20.3	Describe how clients can request new features or feature enhancements.	
20.4	How often are system upgrades, bug fixes, and patches released to your client community? How are these events communicated to clients?	
20.5	Can clients "opt out" of a particular upgrade, bug fix, or patch?	
20.6	How long are prior versions of the software supported after a new release?	
20.7	What upgrade costs are typically incurred with a new release?	
20.8	Describe your testing and QA process.	

20.9	What are the next big items on your product roadmap?	
20.10	What version of your solution is generally-available at this time? What version would you expect to be available for our institution's implementation? Describe the expected difference between the two versions, if applicable.	

21. Pricing and Licensing

21.1	Describe your licensing structure and pricing model.	
21.2	What modules/components are included in your proposal?	
21.3	What modules/components are available but <i>not</i> included in your proposal? What is the cost for those other modules/components?	
21.4	Are there specific reasons we should consider any of those modules/components at this time, even if their utility is beyond the scope of the requirements in this document?	
21.5	How difficult is it to purchase additional modules/components at a later date?	
21.6	Are there any costs not yet described that will be incurred during our implementation?	
21.7	Are there incentives available that are not part of the pricing chart?	
21.8	Provide a copy of your Software Services Agreement (or equivalent).	
21.9	Once a contract is signed, what are the immediate next steps?	

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GENERAL CONTRACTUAL REQUIREMENTS

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

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be from contract award date through June 30, 2020. The University shall have the right, at its sole option, to extend the contract for two (2) one year periods, or any portion thereof, following the initial thirty-six month term. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - 1.1 If an extension option is exercised, the contractor shall agree that the price(s) stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase.
 - 1.2 The percentage of increase for each extension option shall be computed against and added to the price(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if the contractor does not complete applicable spaces, the price(s) during extension periods shall be the same as during the original contract period.
 - 1.3 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase.
 - 1.4 In the event of an extended re-procurement effort and the contract’s available renewal options have been exhausted, the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.
2. All fees and charges 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.
 - 2.1 Payment for all goods and services required herein shall be made as mutually agreed upon by the University and contractor.
 - 2.2 In the event that the scope of work is revised by the University, and agreed to by the contractor, additional compensation shall be considered and negotiated at that time.

3. 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, and other business costs 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 University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least sixty (60) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor shall, at the option of the University, become property of the University. In addition, the University shall be entitled to an applicable pro-rated refund of the payment.
5. The contractor shall fully coordinate its activities in the performance of the contract with those of the University throughout the contract period.
6. The contractor shall, within 10 business 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.
7. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at any time.
8. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
9. In as much as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

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. 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, and endorsement by representatives of the insurance company. 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 indemnify, defend and hold harmless the Board of Regents of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage or claim, including its attorney's fees.
12. 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.
13. 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.
14. 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.
15. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University.
 - 15.1 The University reserves the right to have the contractor immediately remove or replace personnel whose performance the University determines to be unsatisfactory. There will be no charge to the University for the contractor's replacement of such personnel while under contract with the University.

16. 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.
- 16.1 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.
- 16.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 16.3 If the contractor meets the definition of a business entity as defined in RSMo section 285.525, pertaining to RSMo section 285.530, 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 RSMo section 285.525 pertaining to RSMo section 285.530, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- (a) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - (b) Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - (c) Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT RETENTION SOFTWARE
REQUEST FOR PROPOSAL 5879

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. The University requests the original and two copies be submitted.
 - 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 Randyn Miller, Buyer, at (573) 651-2588 or via email at ramiller@semo.edu. All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP 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 ramiller@semo.edu.

5. Shortly after the due date, all proposals will be evaluated. Southeast reserves the right to award a contract to the offeror that, in the sole opinion of Southeast, best serves the interests of the University. If deemed appropriate, negotiations may be undertaken with any or all organizations that submit an offer. However, the University reserves the right to reject all proposals and not award a contract.
6. Vendor No Tax Due Certificate: The offerors are advised that, in accordance with RSMo section 34.040.7, 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 RSMo chapter 144. Additional information regarding Section RSMo 34.040.7 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>.
7. 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 <http://www.semo.edu/accountspayable>. The completed W-9 form may be submitted with the proposal response.
8. 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
 - 8.1 Cost.....50%
 - 8.2 Experience and Reliability of Offeror.....20%
 - 8.3 Proposed Method of Performance30%
9. COST: The evaluation of cost shall be based upon the firm, fixed cost, for both the initial contract period cost, implementation cost, and renewal periods.
10. EXPERIENCE AND RELIABIILTY OF OFFEROR’S ORGANIZATION: Experience and reliability of the offeror’s organization are 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.

- 10.1 **Attachment 1:** The offeror should provide three (3) references from clients. Reference information should include organization name and contact name with respective email address, title, telephone number, complete address, and dates of service.
 - 10.2 The offeror should provide a list of any contracts for the last three (3) years that were cancelled or from which the offeror was prohibited from bidding because of lack of performance or because offeror defaulted on a contract.
 - 10.3 The offeror should submit its organization's project experience of similar scope and complexity for higher educational institutions.
11. **PROPOSED METHOD OF PERFORMANCE:** Proposals will be evaluated based upon the offeror's distinctive plan for performing the requirements specified herein. Therefore, the offeror should present a written narrative which demonstrates the manner in which the offeror proposes to satisfy the requirements of this document. To facilitate evaluation of the proposals, it is highly desirable that each proposal be organized to respond to each paragraph of the Scope of Work, utilizing the same numbering arrangement for each item. In addition, the pages in each proposal should be numbered. At a minimum, the offeror should address all items listed below.
 - 11.1 Proposals will undergo themed-based assessment (i.e. by reviewing vendors' responses to the groups of questions outlined in the RFP, and the extent to which these responses align with the 'general description of solutions and services sought').
 - 11.2 Proposals will undergo holistic assessment (i.e. through discussion among the team and other stakeholders regarding the characteristics and potential for return on investment of each proposed solution).
12. If the offeror requires the University execute some type of contract and/or agreement, 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 requiring the execution of such at a later date, may result in the rejection of the offeror's proposal.
13. **Attachment 2:** Business Information: As a State of Missouri 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 with the proposal. Completion of this document does not affect contract award.
14. **Attachment 3:** Missouri Service-Disabled Veteran Business Preference: Pursuant to RSMo section 34.074 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 RSMo section 285.530, if the offeror meets the RSMo section 285.525, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), 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, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of the form must be submitted prior to contract award.

16. 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.

SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT RETENTION SOFTWARE
REQUEST FOR PROPOSAL 5879

PRICING PAGE

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

1. Student retention software cost, including fees and service charges: The offeror must state an annual firm cost in accordance with all terms and conditions of this Request for Proposal. This cost will be fixed for the first three years of the contract: date of contract award through June 30, 2020.

\$ _____ Firm, fixed annual cost

2. Contract renewal: In the event the University exercises its option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above initial price for each renewal period. Statements such as “consumer price index” or “cost of living increase” are not acceptable. Failure to complete this section may result in rejection of the bidder’s proposal.

The offeror is strongly encouraged to review page 17, paragraph 1, and section 1.2, before completing this section.

Please note: The percentage of increase indicated by your organization is computed against and added to the original bid price, not against the previous year’s price. Therefore, if you anticipate a yearly increase of 1%, you will need to indicate 1% for renewal year one, 2% for renewal year two. This is not a cumulative increase.

_____ % Maximum percentage of increase
First twelve-month renewal period (Year 4)

_____ % Maximum percentage of increase
Second twelve-month renewal period (Year 5)

The offeror hereby affirms that the above is stated in accordance with all terms and conditions of Request for Proposal 5879. 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 23, paragraph 10, section 10.1.

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 2
MINORITY VENDOR INFORMATION

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

BUSINESS TYPE

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

SMALL: An organization with less than 500 employees.

LARGE: An organization with greater than 500 employees.

MINORITY:

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

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

NON-MINORITY:

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

MISSOURI:

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

NON-MISSOURI:

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

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

ATTACHMENT 3
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

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

Definitions:

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

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

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

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

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

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

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

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

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

BUSINESS ENTITY CERTIFICATION:

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

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

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

 Authorized Representative’s Name
 (Please Print)

 Authorized Representative’s Signature

 Company Name (if applicable)

 Date

BOX B – CURRENT BUSINESS ENTITY STATUS

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

_____ Authorized Business Entity Representative's Name (Please Print)	_____ Authorized Business Entity Representative's Signature
_____ Business Entity Name	_____ Date
_____ E-Mail Address	

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

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

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed proposal prior to the specified opening date and time.
- c. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- d. **Contract** means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- e. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- j. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the University's Purchasing Department.
- m. **Shall** has the same meaning as the word must.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

2. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must file and pay, in a timely fashion, all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- g. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. 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.

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