



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 5934

TITLE: STUDENT LOAN MANAGEMENT SERVICES

DATE: MAY 3, 2019

BUYER: AMY HANCOCK

EMAIL: abhancock@semo.edu

PHONE: (573) 651-2021

PROPOSALS MUST BE RECEIVED NO LATER THAN:

DATE: MAY 24, 2019

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

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, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

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

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

**SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT LOAN MANAGEMENT SERVICES
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INTRODUCTION AND GENERAL INFORMATION

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) is seeking to obtain proposals from qualified organizations to perform student loan management services.

1. Southeast Missouri State University, located in Cape Girardeau, Missouri, is a public university with more than 100 academic programs. Current undergraduate enrollment is approximately 10,100. The Student Financial Services Department at Southeast Missouri State University offers a comprehensive program of financial aid for students needing supplemental financial support for their educational expenses, such as scholarships, grants, and loans, including the Federal Perkins Loan. The Student Financial Services Office is responsible for Perkins loan management services including billing services, payment collection services, and reporting. The University is requesting proposals for two different billing cycles. The proposal will require monthly billing cycles with a fee per account or per month, or quarterly billing cycles with a fee per account or per quarter. In the following is a brief synopsis of the Perkins student loan account information:

Annual Information (average of last 3 years)

- In school status – 273
- In grace – 219
- Deferments – 212
- Delinquent (< 120 days) – 102
- Delinquent (> 120 days) – 95

Monthly Information

- Average monthly statements – 1100
- Average monthly delinquent notices mailed – 101

Miscellaneous Information as of 3/29/2019

- Total number of loans assigned due to default - 719
- Total number of loans assigned due to TPD - 31
- Total number of loans not in repayment - 631
- Borrowers on schedule in repayment - 455
- Borrowers in default less than 240 days - 102
- Borrowers in default more than 240 days - 95
- Borrowers in default more than 2 years up to five years - 116
- Borrowers in default more than five years - 230

2. The following collection agencies are currently under contract with the University:
 - 2.1 National Credit Management, Inc.
 - 2.2 Windham Professionals, Inc.
 - 2.3 Williams and Fudge
 - 2.4 Todd, Bremer, and Lawson

3. The University currently operates on the Ellucian Banner system.
4. The anticipated time frame for this project is as follows:
Issue RFP: May 3, 2019
RFP Closing Date: May 24, 2019
Proposal Review and Evaluation through mid-June 2019
Contract Award Start Date: July 1, 2019

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SCOPE OF WORK

The contractor shall provide student loan management services that meet or exceed the specifications listed below, and in accordance with all terms and conditions contained in this document.

1. Billing Services
 - 1.1 The contractor must provide an integrated billing service.
 - 1.1.1 The contractor must be able to generate consolidated billing statements for borrowers with multiple types of Perkins loans.
 - 1.1.2 The University reserves the right to consolidate up to six (6) Perkins loans on one billing statement.
 - 1.2 The contractor must provide a minimum of three (3) lines for special messages on the billing statement.
 - 1.3 The billing statement must disclose a complete summary of each loan.
 - 1.4 The contractor must provide monthly and quarterly billing cycles.
 - 1.5 Contractor must provide movement of an account from an enrolled status to a grace status. All notices corresponding to the grace period must be sent to the borrower in accordance with federal regulations.
 - 1.6 The contractor must provide the borrower with the option of electronic debiting of bank account, regular billing statements, and/or a combination of the two as a form of loan repayment.
 - 1.7 The contractor must be able to process payments from borrowers who opt to pay in advance. The borrower may elect to pay the next installment in advance, with the current installment, or make an additional payment to be applied to the loan principal.
 - 1.8 The contractor must post all borrower data (i.e., borrower payments, deferments, etc.) through the last calendar day of each month.
 - 1.9 The contractor must accrue interest on at least a monthly basis (e.g., daily, weekly or monthly accrual of interest is acceptable). Quarterly, semi-annual or annual accrual of interest is not acceptable.
 - 1.10 The contractor must have the ability to add returned check fees, collection costs, and other miscellaneous fees as required to the borrowers' accounts with the option of automatic or manual addition.
 - 1.11 The contractor must have the capability to produce exit interview materials for those borrowers separating from the University. Such materials should be generated as a result of either manual or automatic separation notification to the contractor. The following information is required as part of the exit interview materials:

- 1.11.1 Final Truth-in-Lending Statement
 - 1.11.2 Repayment schedule
 - 1.11.3 Notification of rights and responsibilities
 - 1.11.4 Questionnaire
 - 1.11.5 Name and address change postcard
 - 1.11.6 Deferment, postponement, and cancellation form(s)
 - 1.11.7 Consolidation information
- 1.12 The contractor must notify all borrowers in accordance with U.S.34CFR Part 674, Subpart C-Due Diligence.
- 1.12.1 The contractor must contact borrowers during the initial grace period and post deferment grace period in accordance with the schedule in Subpart C.
 - 1.12.2 The contractor must contact borrowers through a series of letters including acceleration if any part of an installment payment is not made when due.
 - 1.12.3 The contractor must send all notices in accordance with the schedules in Subpart C.
 - 1.12.4 All telephone contacts made by the contractor must be recorded.
 - 1.12.5 The contractor must contact the borrower(s) if a request for deferment, cancellation, or postponement of repayment is not appropriately completed.
 - 1.12.6 The contractor should utilize the Default Reduction Assistance Program (DRAP) to contact borrowers nearing default status.
 - 1.12.7 The contractor must report borrower information to at least one (1) national credit reporting agency.
 - 1.12.8 The contractor must complete the federal assignment process as needed for assigning non-collectible accounts to the U.S. Department of Education. The process must include the preparation of the ED553 form by the contractor.
- 1.13 The contractor must notify the borrower by U.S. Mail and e-mail of any deferments, cancellations, postponements, forbearances, or address changes applied to the borrower's account even if the action is processed by the University.
- 1.13.1 The contractor shall process bankruptcy (chapters 7, 11, and 13) within twenty-four (24) hours after receipt.
- 1.14 The contractor must respond to all student inquiries within one (1) working day after receipt of request. Responses to any University accounting and/or reporting inquiries must be made within three (3) days after receipt of request.
- 1.15 The contractor must provide a toll-free number for borrower inquiries.
- 1.16 The contractor shall use the U.S. Postal Service "Return Service Requested" service.
- 1.17 The contractor must generate an automatic billing statement when an ACH borrower becomes delinquent due to an ACH-NSF.
- 1.18 The contractor's system must have the ability to list, track, and display all of the applicable entitlements allowed to the borrower and by loan, per Federal Regulations.

This information should include the maximum number of months allowed, the actual number of months used, and the actual number of months remaining.

- 1.19 The contractor must have the ability to automatically (systematically) stop the processing of an entitlement for which the borrower has already received the maximum amount of time allowed.

2. Payment Collection Services

- 2.1 The contractor must deposit upon receipt all funds received from borrowers to an account which includes "Federal Title IV funds" on the account title. If other than daily transfer of funds is accomplished, the contractor must deposit upon receipt all funds received from borrowers to an interest-bearing account in the name of the University and having "Federal Title IV funds" on the account title. Interest shall be earned from the day of deposit and must be credited on at least a monthly basis.
- 2.2 The contractor must apply payments to borrower accounts in accordance with the guidelines established by the University and federal hierarchy.
- 2.3 In the event a check is returned for non-sufficient funds, the contractor must complete an appropriate reversal of a deposit to the bank account and the payment on the borrower record.
- 2.4 The contractor must ensure that the monthly bank statements detailing all cash transactions from the first day to the last day of each month are sent directly to the University's Accounting Services department.
- 2.5 The contractor shall provide each student with information in reference to loan rehabilitation.
- 2.6 The contractor's system must have the ability to automatically prorate the borrowers' payments across multiple programs.
- 2.7 The contractor must assess late/penalty charges (if applicable) automatically according to the respective loans. In addition, the contractor must provide appropriate accounting documentation and reports to support amounts collected as late/penalty charges.
- 2.8 The contractor must provide a reconciliation report of all activity posted on student loan accounts to all activity posted in the deposit account at the financial institution. This report must be provided to the University within seven (7) days after the close of the calendar month.
- 2.9 The contractor must process all steps of the Federal Student Loan Consolidation process to include communication with all Title IV Additional Servicers (TIVAS), completion of on-line Loan Verification Certificates, receipt of payments, and over/short adjustments.

3. On-line Services

- 3.1 The contractor must allow for on-line communication with a real-time environment.
 - 3.1.1 The contractor shall provide access to an on-line system.

- 3.1.2 The contractor shall provide an “off-line” copy of the University’s loan information in the event its server or system goes down or internet connectivity is lost.
- 3.2 The system should be available between the hours of 6:00 a.m. and 9:00 p.m. (Central Standard Time).
- 3.3 The University requires the ability to post entries up until the last day of the month utilizing the on-line system.
- 3.4 The contractor must update the system daily.
- 3.5 The contractor’s system should be able to identify the date, time, and individual who performed the transaction, either on-campus or at the contractor’s facility.
- 3.6 The contractor must make pre-conversion histories accessible via the on-line system.
- 3.7 The contractor’s system must allow account access by social security number, name, and Southeast ID number.
- 3.8 The contractor’s system must provide a complete history of the activity of each account in chronological order.
- 3.9 The contractor’s system should be user friendly and display account information on a single screen or easily accessible “pages.”
- 3.10 The following data input capabilities are required:
 - 3.10.1 New loans and advances
 - 3.10.2 Separation dates
 - 3.10.3 Name and address change
 - 3.10.4 Loan number and social security number changes
 - 3.10.5 Repayment schedule changes, including special billing arrangements, billing frequency, next due date, and amount due if paying in full.
 - 3.10.6 General file maintenance
 - 3.10.7 Credit bureau reporting/cease reporting
 - 3.10.8 Ability to force out a billing statement to a borrower and/or a statement of account
 - 3.10.9 Comment section
- 3.11 The on-line system must include a fully integrated collection management system. Entries made to this system must automatically update the main database.
- 3.12 The contractor’s on-line system must have the ability to automatically generate form letters at predetermined stages of delinquency. These letters should be able to be produced either at the University or by the contractor.
- 3.13 The contractor must provide complete loan history that allows University staff to narrow down a borrower’s transaction history. For example, the staff member would be able to pull in only payment history or only deferments.

4. Special Requirements

- 4.1 The contractor’s system must be able to handle multiple collection agency interfaces. Placements to the University’s collection agencies must be provided on both an automatic and manual basis.

- 4.2 The contractor's system must have the capability to identify accounts by loan type and borrower identification number.
- 4.3 The contractor must have control procedures in place to ensure the integrity of each loan as transactions are processed. These procedures must test for compliance, reconciliation, and balancing.
- 4.4 The contractor must archive retired loans and report such to the University monthly and include cumulative total at the end of each calendar year.
 - 4.4.1 The University will mail borrower promissory note and paid-in-full letter.
- 4.5 The contractor must provide an independent audit report annually.
 - 4.5.1 Annual audits must be conducted in accordance with generally accepted auditing standards and applicable U.S. Department of Education rules and regulations, including but not limited to the final regulations governing third-party servicer's and additional accountability requirements effective July 1, 1994 (Federal Register Vol. 59, No. 82 from the U.S. Department of Education).
- 4.6 The contractor must be in full compliance with all applicable provisions of Family Educational Rights and Privacy Act (FERPA), Gramm-Leach-Bliley (GLB), Title II of the National Defense Education Act of 1958 as amended, Title VI and VII of the Public Health Act, Title IV of Higher Education Act of 1965 as amended, all provisions to these Acts, supplementary guidelines as provided by the U.S. Department of Education and Federal programs added by the federal government, the Fair Debt Collection Practice Act (FDCPA), the Red Flags Rule, the Payment Card Industry Data Security Standard (PCI DSS), and all established Federal and State regulations and guidelines.
- 4.7 The contractor's conduct must be professional and represent the University in a positive way during all dealings with borrowers.
- 4.8 The contractor shall prepare and mail 1098E tax forms to all borrowers as required by the Internal Revenue Service.
- 4.9 The contractor must scan all documents received by and sent to borrowers. All scanned documents must be attached to the borrower's account and must be available to the University for viewing and/or printing.
- 4.10 The contractor must provide instant access (without requesting the information from the servicer) to all archived accounts and all information, as if the account was never archived.
- 4.11 The contractor must provide a fully customized, on-line, Entrance Interview and eSignature Promissory Note to the borrowers.
- 4.12 The contractor must provide a fully customized, on-line exit counseling product for the borrowers.
- 4.13 The contractor shall provide a fully automated mailed exit counseling product that monitors all "uncompleted" on-line exit counseling from its website and programmatically prints and mails exit counseling materials to borrowers that have not completed exit

counseling. This must be done within the 30-day timeline as indicated by the U.S. Department of Education.

- 4.14 The contractor shall provide annual “Cumulative Amount Borrowed Statements,” to all In-School borrowers.
- 4.15 The contractor must communicate with E-Oscar to respond to consumer credit bureau disputes and complete all E-Oscar functions.

5. Reporting

- 5.1 All accounting reports should be made available by the contractor in an on-line Microsoft Excel format.
- 5.2 The contractor should provide the following reports via its on-line system on the first day of each month. The reports must be printable at the University.
 - 5.2.1 Accounting entries
 - 5.2.2 Past due analysis
 - 5.2.3 Notice analysis
 - 5.2.4 Status summary – amounts
 - 5.2.5 Status summary – frequency
 - 5.2.6 Default rate
 - 5.2.7 Summary totals
 - 5.2.8 Cancellation history
 - 5.2.9 Reconciliation
 - 5.2.10 Transaction totals
 - 5.2.11 Fund totals
 - 5.2.12 Fund default rate
 - 5.2.13 Transaction Journal
 - 5.2.14 Loans transferred
 - 5.2.15 FISOP report
 - 5.2.16 Billing forecast and expected collections forecast
- 5.3 The contractor shall provide reports (see **Exhibit A**) at varying frequencies (as stated). The reports are not required to be titled as shown on Exhibit A nor must each report only contain the information listed. The reports should be made available to the University no later than seven (7) days after the beginning of the month.
- 5.4 The contractor must provide an electronic data file that meets the requirements of the Missouri Department of Revenue for reporting defaulted loans. This file is required for the Debt Offset Program.
- 5.5 The contractor must report all loan information to NSLDS according to the NSLDS requirements.

6. Conversion

- 6.1 The contractor shall convert all borrower history and related information for each account.
- 6.2 The contractor must include a balancing and reconciliation of the University's portfolio, and borrower notification of the change of billing service as part of the conversion.

- 6.3 The contractor must prepare a formal reconciliation of data upon the completion of the conversion.
- 6.4 Upon completion of the conversion, the contractor shall confirm with the borrower the status of the account using the newly created record.
- 6.5 The contractor must complete the conversion within 60 days after the contract start date.
- 6.6 The contractor must provide a detailed time schedule and outline of the conversion process.
- 6.7 The contractor must convert the University's current loan collection data to the contractor's data file. The University will provide such data in File Transfer Protocol (FTP) format.
- 6.8 The contractor must designate, at a minimum, one (1) technical representative for coordinating the conversion.

7. Training

- 7.1 The contractor must provide comprehensive, on-campus training within five (5) days from the time the data is loaded on the system.
 - 7.1.1 The contractor must also provide follow-up training sixty to ninety days after the initial training.
 - 7.1.2 The contractor must provide further training as needed at the request of the University.
- 7.2 The contractor must maintain a client relations representative assigned to the University. This representative shall visit the University at least two (2) times per year.
- 7.3 The contractor must provide a toll-free number for questions.
- 7.4 All expenses incurred as a result of training are the responsibility of the contractor.

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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 is anticipated to be July 1, 2019, through June 30, 2020. The University shall have the right, at its sole option, to extend the contract for five (5) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract shall remain the same and apply during the extension period.
 - 1.1 If an extension option is exercised, the contractor shall agree that the prices stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase for the applicable option.
 - 1.2 The percentage of increase for each extension option shall be computed against and added to the prices stated on the Pricing Page for the original contract period. If the Pricing Page does not include such percentages or if applicable spaces are not completed by the contractor, the prices during extension periods shall be the same as during the original contract period.
 - 1.3 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase. The University reserves the right to request an extension of the contract at a price less than that price derived from the contractor’s maximum percentage of increase.
2. All prices and percentages shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the opening date of the Request for Proposal.
 - 2.1 In the event the scope of work is revised, additional compensation shall be considered at that time.
 - 2.2 The contractor's invoice must specify the particular item, as per the Pricing Page, to which the billing applies.
3. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
4. The 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 agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the contractor's service.
6. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide to the University evidence of compliance with these requirements.
7. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the contract period.
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. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
10. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official 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 Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
11. The contractor shall understand and agree that Southeast Missouri State University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect Southeast Missouri State University, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance

under the contract. The insurance shall include an endorsement that adds Southeast Missouri State University as an additional insured.

12. 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.
13. 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.
14. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
15. 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.
 - 15.1 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.
 - 15.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
 - 15.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the University the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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OFFEROR'S INFORMATION

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

1. Southeast currently issues all solicitations via the University's website at <http://www.semo.edu/purchasing>. In addition to the original solicitation document, amendments (if any) 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. The University will update the website upon award.
2. Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
 - 2.1 In addition to the original proposal, the offeror should include two (2) complete copies and one (1) complete electronic copy on a USB drive of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
 - 2.2 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.
 - 2.3 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, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
3. Any offeror with questions should contact Amy Hancock, Senior Buyer. It is preferred that all questions be sent via e-mail to abhancock@semo.edu. The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
4. **EVALUATION CRITERIA:** The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. To facilitate evaluation of the proposals, it is highly desirable that the proposal be organized by utilizing the same numerical arrangement for each item as shown below. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.

4.1	Cost	50%
4.2	Proposed Method of Performance and System Capability	30%
4.3	Experience and Reliability of Offeror's Organization and Personnel	20%

5. **COST:** Cost shall be evaluated based upon the firm, fixed prices indicated by the offeror on the Pricing Page. Percentages quoted for renewal options shall also be considered in the evaluation of cost.

5.1 The University reserves the right to award for whichever billing cycle (monthly or quarterly) is in its best interest.

5.2 The offeror is encouraged to submit prices for additional services not listed on the Pricing Page. The University reserves the right to evaluate such prices with the subjective criteria.

6. **PROPOSED METHOD OF PERFORMANCE AND SYSTEM CAPABILITY:** The offeror should present a written narrative which clearly and concisely states the method or manner by which the offeror proposes to satisfy the Scope of Work, if selected for contract award. The offeror should specifically address the following:

6.1 The approach of handling status changes from enrolled to grace and what media and format can be accepted.

6.2 Address the methods, procedures, and frequency of handling the funds on deposit.

6.3 Discuss how the system applies payments to borrower accounts.

6.4 Discuss ways to minimize small balance write-offs, and the procedure(s) for applying small balance write-offs to a borrowers account.

6.5 Discuss the accommodation of institutional loans.

6.6 Discuss how retired loans are archived and reported to the University.

6.7 Discuss how the system allows for "browsing" of accounts using a range of social security numbers and/or names, statuses, etc.

6.8 Discuss procedures for National Student Loan Data System reporting.

6.9 Provide a detailed time schedule of the conversion process.

6.10 The offeror should describe in detail the proposed system, and how such meets the requirements stated in the scope of work.

6.11 The offeror should submit the amount of time, and reasons for system downtime over the past two years. Also, the offeror should submit a calendar for processing cutoff dates, and any scheduled downtime of the system over the next 12 months.

6.12 Discuss any mechanisms currently in place that will ensure your system is available during normal business hours on a daily basis.

7. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION AND EXPERTISE OF OFFEROR'S PERSONNEL:** Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any

information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP. The qualifications of the personnel proposed by the offeror to perform the requirements specified herein will also be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience and qualifications of the staff proposed.

- 7.1 The offeror should submit at least three (3) references. Each reference should include organization name, contact person, title, telephone number, and address. In addition, the offeror should provide a brief description of services performed for the references.
- 7.2 The offeror should submit information for three (3) organizations which recently ceased utilizing the offeror's services. Information should include organization name, contact person, title, telephone number, address, and reason why services were discontinued.
- 7.3 The offeror should provide a copy of its most recent independently audited annual financial statements.
- 7.4 Include a brief biography of all individuals who will have contact with the University and the borrowers. Discuss their experience and areas of expertise.
- 7.5 The offeror should discuss employee stability and turnover ratios over the past 12 months. Specifically, the offeror should address the following:
 - 7.5.1 Discuss ways in which the company promotes employee growth within the organization.
 - 7.5.2 Over the past 12 months, discuss any staff reductions and why these reductions have occurred.
- 7.6 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
8. After initially reviewing the proposals, the University reserves the right to contact the offeror to clarify or verify the proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a technical question and answer conference or interview may be conducted.
9. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
10. **Attachment 1:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 1 with the bid/proposal response. Completion of this Attachment does not affect contract award.
11. **Attachment 2:** Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the

offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 2 must be submitted prior to an award of a contract.

12. The attached Terms and Conditions Request for Proposal (revised 10/09/18) 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 offeror's proposal.
13. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT LOAN MANAGEMENT SERVICES
REQUEST FOR PROPOSAL 5934**

PRICING PAGE

1. The offeror must state a firm, fixed fee for each of the below listed items. All fees must be stated as a price per loan for monthly billing except for item 1.4 which must also be stated per quarter to the University.

<u>Servicing Fees</u>	<u>Price Per Loan</u>
1.1 Enrolled Account	_____
1.2 Grace Account	_____
1.3 Deferred Account	_____
1.4 Repayment Account – Primary – Monthly Billing	_____
Repayment account – Primary - Quarterly Billing	_____
1.5 Repayment Account – Secondary	_____
1.6 Paid-in-Full Account	_____
1.7 Assigned Account	_____
1.8 Form 1098E IRS Reporting	_____
1.9 Form 1098E to Borrower	_____
1.10 Consolidation Process	_____

2. The offeror must state a firm, fixed fee for each of the below listed items. All fees must be stated as a charge per unit (such as per call, per packet, etc.).

<u>Required Services</u>	<u>Charge Per Unit</u>
2.1 Due Diligence Phone Call (90-day)	_____
2.2 Directory Assistance Calls	_____
2.3 Skiptracing Service	_____
2.4 Credit Bureau Reporting	_____

- a. Initial Set-up _____
- b. Monthly Fee per Account _____
- c. Report to an Additional Bureau _____
- d. Borrower Notification Letter _____
- 2.5 Exit Interview Packets
 - a. Disclosure Statement _____
 - b. Repayment Schedule _____
 - c. Disclosure and Repayment Schedule _____
 - d. Blank Exit Packets _____
 - e. Web Exits _____
- 2.6 NSLDS reporting
 - a. Initial Set-up _____
 - b. Monthly Fee per Account _____
- 2.7 DRAP letters
 - a. Initial Set-up _____
 - b. Monthly Tape to DOE _____
- 2.8 ED553 Assignment Forms _____
- 2.9 Reports
 - a. Paper _____
 - b. On-line Access to Reports _____
- 2.10 NSF
 - a. NSF Charges _____
 - b. NSF Letters _____
- 2.11 File Transfer Protocol (FTP)
 - a. Master File _____
 - b. Accounting Entries _____
 - c. New Loans/Advances _____

3. The offeror must state a firm, fixed price for each of the below listed items for the on-line access. All fees must be stated as listed.

3.1 Installation

\$_____ one-time charge (firm, fixed price)

3.2 User Charge

\$_____ monthly fee per user (firm, fixed price)

3.3 Saturday Usage (if available)

\$_____ hourly fee for Saturday usage (firm, fixed price)

3.4 ACH Transfers per Month Charge

\$_____ charge per unit (firm, fixed price)

3.5 Please provide a detailed listing of all applicable bank service charges.

4. The offeror must state a firm, fixed price for the conversion fee. The fee must be stated as a charge per account.

\$_____ firm, fixed charge per account for conversion

5. In the event the University exercises its option to renew the contract, the offeror must state below the maximum percentage of increase to be applied to the above prices for each renewal period. Statements such as “consumer price index” or “cost of living increase” will not be accepted. Failure to complete this section may result in rejection of the bidder’s proposal. **Please note:** The percentage of increase indicated below by your organization is computed against and added to the original bid prices. Therefore, for example, if you anticipate a yearly increase of 1%, you will need to indicate 1% for renewal year one, 2% for renewal year two, etc.

_____ % Maximum percentage of increase for the period of July 1, 2020, through June 30, 2021.

_____ % Maximum percentage of increase for the period of July 1, 2021, through June 30, 2022.

_____ % Maximum percentage of increase for the period of July 1, 2022, through June 30, 2023.

_____ % Maximum percentage of increase for the period of July 1, 2023, through June 30, 2024.

_____ % Maximum percentage of increase for the period of July 1, 2024, through June 30, 2025.

By signature below, the offeror hereby affirms that the prices stated above are quoted in accordance with all terms and conditions of Request for Proposal 5934, and also understands and certifies the following:

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

Authorized Signature/Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT LOAN MANAGEMENT SERVICES
REQUEST FOR PROPOSAL 5934**

**EXHIBIT A
REPORTS**

All reports listed below are required unless otherwise stated.

MONTHLY REPORTS

In-School Loan Journal

Must list all borrowers who are currently enrolled and/or who have received an advance during the current fiscal year.

Loans Transferred Report

Must list all loans posted to the contractor's system during the current month.

Receipt for Loans Transferred

Reconciles the new loans, advances, and loan reductions submitted by the University during the month to the Loans Transfer Journal.

In-School to Grace Verification Report

Must identify all borrowers who have transferred to a grace status from an in-school status.

Out-of-School Journal

Must list all borrowers that are in repayment status (grace through collection), in addition to those assigned/accepted and paid-in-full accounts which have not been purged from the system.

Transaction Journal

Must list all monetary transactions and key changes (account number, name, fund number, and loan type) processed on accounts during the month.

Transaction Totals

Must provide a summary of transactions and adjustments processed on borrower accounts during the month.

Accounting Entries

Accounting entries are related to month-end postings in a debit and credit format. Used to update the institution's general ledger for student loans.

Reconciliation Report

The monthly Reconciliation Report provides a roll-forward of activity from the previous month-end in accordance with the following accounting field:

Original Loan Amount	Interest Collected
Principal Collected	Interest Cancelled
Principal Cancelled	Interest Assigned
Principal Assigned	Late Charges Collected
Principal Balance	Penalty Charges Collected
Control (Difference)	Actual Collection Cost Collected
Contingency Cost Collected	Litigation Cost Collected

Monthly Analysis

Must provide an analysis of past due accounts, billing notices generated, a status and billing frequency summary, and a monthly cohort and overall default rate calculation.

Summary Totals

Fiscal year and cumulative totals of all major accounting fields. Must include a breakdown of principal and interest canceled by cancellation type.

Name and Address Listing

Must provide complete name and address information (old and new) for all loans with the exception of paid-in-full priors and loans assigned/accepted by the U.S. Department of Education.

Return Mail Report

Must list all accounts coded "Bad Address" during the month.

Monthly Add, Delete and Change Report

Must list all new borrowers added during the current month, all borrowers who have been deleted during the current month, and all borrowers who have had a change made to their status during the current month.

Monthly Manifest Report

Cumulative listing of all borrowers who are using the ACH system to have their payment automatically credited to the institution's bank account.

Paid-in-Full Labels (Optional)

These labels are generated when a borrower pays their account in full.

PIF Labels Produced Report

Must list all borrowers who have paid their loans in full during the current month.

Name Change Labels (Optional)

These labels are generated every time a change is processed to a borrower's name.

Name Change Labels Report

Must list all borrowers who have had a name change processed on their account during the current month.

Small Balance Write-Off Report

Must list all loans with a total amount due of \$200.00 or less.

Out of Balance Accounts

Must list all borrowers whose accounts are out of balance.

Overpaid Accounts

Must list all borrowers who have overpaid their account.

Report of Accounts for Collection

Must list accounts which have expired (delinquent) temporary plans.

Recommended Action Report

Must list all delinquent accounts according to age of delinquency.

Report of Accounts in Special Handling

Must list all loans coded “Special Handling” but which have not been placed in “Temporary Billing”.

Report of Accounts in Renegotiated Payment Agreement

Must list all loans coded “Temporary Repayment Agreement” where the borrower has made specific arrangements regarding payment amount and time frame.

Report of Accounts Assigned

Must list all loans that have been submitted for assignment to the U.S. Department of Education but have not yet been accepted.

Report of Accounts Assigned/Accepted

Must list all loans that have been assigned and accepted by the U.S Department of Education.

Report of Accounts No Longer Delinquent

Must list all delinquent loans which have become “Current” or “Paid-in-full” during the reporting period.

Report of Accounts Assigned to a Designated Collection Agency after University Approval

Must list all loans that have been coded to an internal collector or external collection agency.

Report of Collection Agency Payments

Must list all payments (payments made on accounts assigned to a collection agency that are sent directly to the lockbox) processed during the month.

Delinquency Analysis Report

Comprehensive summary of past due accounts and their payment activity during the reporting period.

Months Past Due Report

Must summarize all accounts by age in months regardless of the status of the account. The age categories should be in monthly increments from 1 to 6 months, then in 6-month increments from 7 to 24 months with a final category of over 24 months past due.

Collection Cost Breakdown Report

Cumulative breakdown of “Other Costs” due and paid by borrowers. These costs include late/penalty, actual, collection, and litigation costs.

Credit Bureau Borrower Listing and Exception Journal

Must list all loans reported to a credit bureau.

QUARTERLY REPORTS

Report of Lost Borrowers

Cumulative listing of all loans coded “Bad Address.” (Generated in January, April, July, and October.)

Skip-trace Report

Cumulative listing of all borrowers who have been coded as a bad address.

Entitlement Tracking Report

Must list all postponed accounts and entitlement that will expire in the next 90 days. This report should be broken down into the following categories: Deferment, Special Circumstances Deferments (i.e.; hardship, disability, forbearance, unemployment, economic hardships, etc.), and Standard Deferments (i.e.; student, internship, military, etc.).

SEMI-ANNUAL REPORTS

Expected Separation Report

Must list all borrowers who are scheduled to leave the University in the next six months.

Numeric Cross Reference Report

Must list all borrowers in numeric sequence by account number.

Semi-Annual Transaction History

Must summarize all key changes and monetary transactions processed on each borrower's account during the previous six-month period.

ANNUAL REPORTS

Paid-in-Full Journal

This report is a cumulative listing of all accounts paid-in-full as of the previous June 30.

Inactivity Report

Must identify all in-school borrowers who have not received an advance during the first six months of the fiscal year.

Defaulted Loans Due Diligence Checklist

Must list all loans that are eligible for assignment to the U.S. Department of Education.

Fiscal Operations Report

Must summarize the overall financial condition of the NDSL/Perkins portfolio and is an exact facsimile of the U.S. Department of Education's Form 646.

Cohort Default Report

Must list all borrowers who are included in the current year's Cohort Base Group. The listing is broken down into "Borrowers in Default" and "Borrowers Not in Default."

Billing Forecast and Expected Collections Report

Must designate the amount of principal due within the next fiscal year following June 30 (GASB 35 requirement for University financial reporting).

**SOUTHEAST MISSOURI STATE UNIVERSITY
STUDENT LOAN MANAGEMENT SERVICES
REQUEST FOR PROPOSAL XXX**

**EXHIBIT B
TERMINOLOGY/DEFINITIONS**

Accrued Interest – The cumulation of interest if not paid when due.

Acceleration – Makes the entire outstanding balance of the loan, including accrued interest and applicable late charges, payable immediately.

Advances – Funds transferred to a borrower's record after signing promissory note.

Assignments – Transfer of the promissory note with all rights and responsibilities to the U.S. Department of Education on an accelerated/defaulted loan. (formerly called the ED553 form)

Cancellations – Unpaid principal, interest, collection costs, and either penalty or late fees are canceled upon the death, permanent total disability, or other approved cancellation types.

Cohort Default – The percentage of those current and former students who enter repayment in that award year on the loans received for attendance at the institution who default before the end of the following award year.

Collection Costs – The costs associated with past due payments (not routine billing costs) and address searches, collection, litigation, the use of contractors and bankruptcy litigation.

Computer Transfer – Acceptable medium for transferring loan data from one computer system to another by reading and writing information to an FTP.

Credit Bureau Reporting – Loan information transferred to at least one major national credit reporting agency on a regular basis.

Default – The failure of a borrower to make an installment payment when due or to comply with other terms of the promissory note or written repayment agreement.

Deferment – Cessation of repayment upon request by a borrower and supported by appropriate documentation.

Delinquency – Occurs first day following a missed due date.

Direct Payments – Repayment received by the institution directly from the borrower which bypassed any third-party server.

DRAP (Default Reduction Assistance Program) – A program offered by the U.S. Department of Education to send delinquent notices to borrower lists supplied by the institution or server.

Due Diligence – Fulfillment of certain requirements regarding contact with the borrower after the separation date.

Exit Interview – Meeting with a borrower before separation to explain terms and conditions of repaying a loan.

Grace Period Status – The six- or nine-month period immediately following a borrower's separation date. Number of months depends on promissory note provisions.

Integrated Billing Service – The ability to generate a statement including information on more than one loan type.

Loan Type – Refers to the provisions under which a loan originates, i.e. National Defense, National Direct student loan, Perkins student loan.

NSLDS (National Student Loan Data System) – The first national database of loan-level data on the Title IV aid programs. Provides a central verification system, comprehensive statistical database of loan disbursement and collections, borrower profiles, improves the efficient and effective transfer of applicable loan information.

Paid in Advance – Payment remitted for future charges.

Payment Hierarchy – Payments are to be applied in the following order: collection costs, late charges, accrued interest, principal.

Prorated Payments – Applies calculation of a single payment to more than one type of loan.

Rehabilitation – A loan in default may be rehabilitated. To rehabilitate a loan the borrower must make 12 consecutive, on-time monthly payments. The lender must agree to the payment amount. After the 12 consecutive payments have been made on-time the loan is considered current, and the default will be removed from the borrower's credit history. The borrower is then subject to the terms, conditions, remaining benefits and privileges of the promissory note originally signed.

Repayment Schedule – Shows the principal and interest due on each installment and the amount left to be paid. Contains information on the number of repayments, rate on interest, date first repayment is due, and frequency of repayments.

Retired Loans – Zero balance loans.

Separation Date – The date the borrower ceases to be at least a half-time student.

Skip-Tracing – Appropriate steps to obtain new address information when mail is returned on a borrower.

ATTACHMENT 1 VENDOR INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

SECTION I

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 |

DEFINITIONS:

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:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- 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:

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLED VETERAN STATUS

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- 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
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE 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, please provide the following:

- a copy of an award 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); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 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

MO Address of Service-Disabled Veteran Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization _____ Sheltered
for the Blind Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____

(or attach a copy of certificate)

Certification Expiration Date: _____

Authorization Signature of Participating Organization
(Organization of the Blind or Sheltered Workshop)

Date

**ATTACHMENT 2
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 <https://www.e-verify.gov/>.

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

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

BOX A – CURRENTLY NOT A BUSINESS ENTITY

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

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

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

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 2 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

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

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

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

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; 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.
- 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 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.
- e. 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.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. 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.
- g. 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. 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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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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