



REQUEST FOR PROPOSAL NUMBER 4869-02

CONFERENCE SERVICES FOR EVENTS AND WORKSHOPS

Contract Period: From January 16, 2010 through January 15, 2011

Date and Time Returnable: 3:00 p.m. November 2, 2009

Buyer: Dave Yurchak **Telephone:** 417.836.5356 **E-Mail:** daveyurchak@missouristate.edu

This document constitutes a request for **SEALED** proposals from qualified offerors to provide conference services as specified herein, in accordance with the requirements, terms and conditions of this Request for Proposal.

Offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Missouri State University, or when this document is countersigned by Missouri State University as a binding contract. Offeror further agrees that the language of this document shall govern in the event of a conflict with the proposal.

Company Name		Date	
Mailing Address		Telephone	
City	State	Zip Code	Facsimile
Email			
Printed Name	Authorized Signature		Title
For University Use Only: Accepted by the Missouri State University as Follows:		Contract Number:	
Buyer	Director	Date	

SCOPE OF WORK

1. General Requirements: The contractor shall provide conference services for events and workshops as specified herein for Missouri State University (hereinafter referred to as the University) in accordance with the requirements, terms and conditions of this Request for Proposal.
 - 1.1 The contractor shall provide services and facilities as specified herein for the Southwest Regional Professional Development Center and for other University departments on an as-needed, as-scheduled basis.
 - 1.1.1 The contractor shall provide services (1) for large events/workshops only, (2) for small events/workshops only, or (3) for both large and small events/workshops as specified in the notice of contract award.
 - 1.1.2 For purposes of this RFP, a “small” event/workshop will have approximately 30* attendees; a “large” event/workshop may have as many as 150 attendees.
***Note: A workshop will not be held with less than 10 people!**
 - 1.2 The contractor must provide any or all of the following as specified by the requesting department at the time the event/workshop is scheduled: sleeping rooms (if available), meeting rooms, meals, break refreshments, a registration area and/or an exhibit area.
 - 1.3 The timing of scheduled events/workshops shall be as specified by the requesting department; however, it is anticipated that most events/workshops will begin at 8:30 a.m. and end at 4:00 p.m.
 - 1.4 The contractor’s facility must be located within the city limits of Springfield, Missouri, and should be convenient, easily accessible, and in close proximity to restaurants, shopping, entertainment, etc.
2. Event/Workshop Attendees: The contractor understands and agrees that the number of event/workshop attendees will vary from one event/workshop to another and that the University cannot guarantee any number of attendees for a given event/workshop.
***Note: A workshop will not be held with less than 10 people!**
3. Meeting Room Requirements:
 - 3.1 For large events/workshops, the contractor must be able to provide one (1) general session meeting room capable of accommodating as many as 150 attendees in a classroom style set-up (using either round or rectangle tables), and provide additional breakout rooms as needed for each scheduled event/workshop.
 - 3.2 For small events/workshops, the contractor must be able to provide one (1) general session meeting room capable of accommodating approximately 30 attendees in a classroom style set-up (using either round or rectangle tables).
 - 3.3 The general session meeting room and breakout rooms must be available from 7:30 a.m. until the completion of the event/workshop or no later than 4:00 p.m.

- 3.4 The contractor must provide a table podium and appropriate microphone for use in the general session meeting room.
- 3.5 The contractor understands that the University may require audio-visual equipment if such is requested by visiting speakers and the University is unable to accommodate their needs.
- 3.6 The contractor must provide space in close proximity to the general session meeting room for a registration area. Registration will occur between the hours of 8:00 a.m. and 9:00 a.m. (approximately) for each scheduled event/workshop.
- 3.7 The meeting rooms, registration area, and any other areas provided by the contractor must be well ventilated, properly lighted, and conveniently located within the contractor's facility.

4. Sleeping Room Requirements:

- 4.1 The contractor must* ensure that sufficient rooms are available if event/workshop attendees require overnight accommodations. ***Note: Provided contractor has this capability.**
- 4.2 The contractor should have available both single and double occupancy rooms for event/workshop attendees.
- 4.3 All sleeping rooms should be ready for occupancy no later than 3:00 p.m. the day before a scheduled event/workshop for which sleeping rooms are required.
- 4.4 All sleeping rooms must be clean, neat, and free of insects upon check-in and must receive daily maid service.

5. Food Requirements:

- 5.1 The contractor must provide food for full day events, as scheduled by the requesting department, for groups of attendees ranging from approximately **10** to 150 people.
- 5.2 The contractor must provide a variety of menu options from which the requesting department may select.
- 5.3 Food shall be served by the contractor at a time mutually agreed upon by the requesting department and the contractor. However, in the event of a conflict, the decision of the requesting department shall be final and without recourse.
- 5.4 The final menu and price for any meals shall be mutually agreed upon between the University and the contractor. However, in no event shall the agreed upon price exceed the guaranteed not-to-exceed price stated in the contractor's proposal for the applicable meal.
- 5.5 The contractor must provide coffee, hot water, tea bags, soft drinks and iced tea for break refreshments each morning of a scheduled event/workshop. The contractor must

also provide sugar, creamer, artificial sweetener, cups, napkins, tableware, etc., as necessary.

6. Other Requirements:

6.1 The contractor must provide safe and convenient parking adjacent to the contractor's facility for event/workshop attendees.

6.2 If the contractor's facility contains any barriers to easy access by individuals with physical disabilities, such facility must have available elevators and other services and/or accommodations which may be required for such individuals.

6.3 The contractor should provide hotel reservation cards for distribution to event/workshop attendees.

7. Event/Workshop Coordination: The University will make every reasonable effort to provide the contractor with an agenda and the exact and current number of attendees for a given event/workshop to allow the contractor to devote unused facilities, personnel, and other resources to non-event/workshop activities.

GENERAL CONTRACTUAL REQUIREMENTS

1. Contract Period: The original contract period shall begin on the date of contract award and continue for a period of one (1) calendar year. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or part thereof. In the event the contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.
2. Contract Prices: All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract for that period.
3. Contract Documents: The contract between the University and the contractor shall consist of: (1) the Request for Proposal (RFP), including the Terms and Conditions attached hereto as Attachment #1, (2) any amendments to the RFP, (3) the contractor's response to the RFP, and (4) any additional terms and conditions mutually agreed upon by the parties during the negotiation process. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in the event of a conflict with the applicable requirement(s) stated in either the RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern.
4. Amendments to Contract: No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the University's Purchasing Office and incorporated in a written amendment to the contract approved by the University's Purchasing Office prior to the effective date of such modification.
5. Termination: The University reserves the right to terminate the contract at any time, without penalty or recourse, by giving the contractor written notice of such termination at least thirty (30) calendar days prior to the effective date of termination. The contractor shall be entitled to receive just and equitable compensation for services provided to and accepted by the University pursuant to the contract prior to the effective date of termination. Neither party shall be liable for the performance of any obligations under the contract subsequent to the date of contract termination.
6. Contractor Liability: The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the University, and any agents or employees thereof, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University, and any agents or employees thereof, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However, 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.

7. Insurance Requirements:

- 7.1 The contractor must understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or the contractor's 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.
- 7.2 Therefore, the contractor must have and maintain, at the contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the contractor's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.

Commercial General Liability Coverage, comprehensive form, including product liability, with the following limits of liability:

Bodily Injury: \$2,000,000 each person
 \$2,000,000 aggregate
 \$5,000 medical each person
Property Damage: \$2,000,000 each accident

- 7.3 Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the Board of Governors of Missouri State University, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.
- 7.4 The contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the contractor from carrying such other insurance as may be deemed necessary by the contractor for the operation of the contractor's business or for the benefit of the contractor's employees.
- 7.5 Notwithstanding any other provision of the contract to the contrary, no insurance procured by contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 *et seq.*, MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Governors, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Governors, officers or employees may be obligated to pay as damages. The contractor shall cause all policies of insurance related to this RFP to be endorsed in accord with this subparagraph. The contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

8. Indemnification: The contractor shall defend, indemnify, and hold the University harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are incurred by any party as a result of services provided by the contractor pursuant to the contract, or insurance provided specifically in lieu of indemnification, in terms acceptable to the University.
9. Assignments: The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the express prior written consent of the University. Any assignee shall be bound by the terms and conditions of the contract, and the contractor shall require written agreement of such terms and conditions by any assignee.
10. Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the University. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
11. Bankruptcy or Insolvency: 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 University Purchasing Office immediately. Upon learning of the actions identified herein, the University reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
12. Waiver: The contractor must understand and agree that failure by the University to require performance by the contractor of any provision contained herein or in the contractor's proposal shall not be deemed a continuing waiver of such provision or a waiver of any other provision of the contract.
13. Communications and Notices: Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.
14. Employment of Unauthorized Aliens Prohibited: Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. For more information about RSMo 285.530, please visit <http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Enrollment in the E-Verify Federal Work Authorization Program is recommended. For more information about the E-Verify process, please visit: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized

alien in connection with the contracted services. "Affidavit of Work Authorization", Exhibit A is attached. See Attachment #2.

Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

PROPOSAL SUBMISSION INFORMATION

1. Offeror's Contacts: All questions regarding the scope of work, procurement process, etc., must be directed to Dave Yurchak at (417) 836-5356. Offerors must not contact other employees of the University concerning this procurement.
2. Submission of Proposals: Proposals must be priced, signed, sealed, and received in the University's Purchasing Office by the closing date and time specified. Any proposal received by the Purchasing Office after the exact closing date and time specified will not be opened and will not be evaluated regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. **A facsimile transmission is NOT an acceptable response to this RFP.**
 - 2.1 Copies of Proposals: The offeror is requested to submit an original signature proposal and two (2) complete copies of the original signature proposal, for a total of three (3) complete proposals.
 - 2.2 Open Records Law: The offeror is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "Open Records" law of the State of Missouri (RSMo 610.021).
3. Official Position: The offeror is advised that the official position of the University is that position which is stated in writing and issued by the Purchasing Office as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
4. Evaluation Process:
 - 4.1 Proposal Evaluation: Any contract award(s) resulting from this request shall be made following the evaluation of all proposals which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for our purposes, of any and all proposals.

4.1.1 Pricing/Cost	50%
4.1.2 Proposed Facilities and Services	50%
 - 4.2 Negotiation: The University reserves the right to negotiate with selected offerors if deemed necessary and in the best interests of the University. Offerors are cautioned, however, that an award decision may be made without negotiation, based on the prices and terms of an offeror's original proposal.
 - 4.3 Offeror's Responsibility: The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the offeror's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

5. Pricing/Cost:

- 5.1 The offeror must provide prices as specified on the Pricing Page. The offeror must not submit brochures, price lists, etc., in lieu of the Pricing Page. Failure to properly complete, sign, and return the Pricing Page may result in rejection of the offeror's proposal.
- 5.2 Cost will be evaluated based on the quoted prices for providing services and facilities (**less sleeping rooms**)* as outlined in the Scope of Work. Any costs related to recreational activities, equipment, etc., will be evaluated as part of the proposed facilities and services. ***Note: Cost for sleeping rooms will be evaluated as part of the "proposed facilities and services" as these arrangements are made by workshop attendees at their discretion.**
- 5.3 A separate evaluation will be conducted for small events/workshops and for large events/workshops since some offerors may not be able to accommodate the space requirements for both.

6. Proposed Facilities and Services: Proposals will be evaluated, in part, based on the acceptability of the proposed facilities and services. Therefore, the offeror is strongly encouraged to present a written narrative which includes each of the following:

- 6.1 A layout of the proposed facility, including specific identification of those areas proposed for use by the University under the terms outlined herein. Such information should also indicate the size and capacity of the proposed meeting rooms.
- 6.2 A description of the proposed facility's accessibility features for disabled individuals.
- 6.3 A diagram of the fire escape routes for the proposed facility.
- 6.4 A description of the proposed facility, including the latest renovation date for sleeping and meeting rooms.
- 6.5 Check-in and check-out time.
- 6.6 Proposed menus for continental breakfasts and lunches.
- 6.7 Recreational activities available to event/workshop attendees and any costs associated with such activities.
- 6.8 The availability of personnel to coordinate event/workshop activities and ensure optimum service to the event/workshop attendees.
- 6.9 The number of complimentary rooms which will be provided if the offeror is awarded a contract.
- 6.10 Any other information deemed relevant by the offeror which should be considered in evaluating the offeror's proposal.

PRICING PAGE

The offeror must provide pricing information as specified below to provide conference services in accordance with the requirements, terms and conditions of this Request for Quotation.

Each price quoted by the offeror must include all costs associated with providing the required service, including local taxes and gratuities. Since the University is tax exempt, state taxes are not to be included in the prices quoted.

1. Sleeping Rooms: The offeror must* state a firm, fixed price per room, per night for each type of sleeping room identified below. **Note: Provided contractor has this capability.**

1.1 Single occupancy room: \$_____ per room, per night

1.2 Double occupancy room: \$_____ per room, per night

2. Food: The offeror must state a guaranteed not-to-exceed price per attendee to provide each type of meal identified below.

2.1 \$_____ per attendee, per continental breakfast

2.2 \$_____ per attendee, per lunch

3. Breaks: The offeror must state a guaranteed not-to-exceed price per attendee for each event/workshop break.

\$_____ per attendee, per event/workshop break

4. Meeting Rooms/Areas: The offeror must state a firm, fixed total price per day for all meeting rooms/areas required as specified in the Scope of Work.

4.1 \$_____ total per day for small workshops (**10-30 people**)

4.2 \$_____ total per day for large workshops (**31-150 people**)

NOTE: Offerors are advised that any discounted or special pricing that is based upon a minimum number of event/workshop attendees, a minimum number of sleeping rooms and/or a minimum expenditure of funds related to an event/workshop **cannot be considered** since the University has no way of determining these amounts prior to the event/workshop. **Please do not quote pricing in this manner!**

The above prices are hereby submitted in accordance with the terms and conditions of this Request for Quotation.

_____ Authorized Signature	_____ Company Name
_____ Title	_____ Date