



Missouri State University
 Office of Procurement Services
 901 South National Avenue
 Springfield, MO 65897
 Telephone: 417.836.5260
 Facsimile: 417.836.6583

REQUEST FOR PROPOSAL NUMBER 4879-17

Date: November 19, 2009

Executive Search Firm Services

Contract Period: January 18, 2010 through December 31, 2010

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

Date and Time Returnable: 3:00 p.m. on Thursday, December 17, 2009

Mike Wills, mikewills@missouristate.edu, 417.836.7635/Fax 417.836.6583

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. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's proposal.

Company Name		Date
Mailing Address		Telephone
City	State	Zip Code
Contact Person(s)		Facsimile
E-Mail(s)		
Printed Name	Authorized Signature	Title
For University Use Only: Accepted by the Missouri State University as Follows:		Contract Number:
Printed Name and Title	Authorized Signature	Date
Mike Wills, Director of Procurement		

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

This document constitutes a request for competitive sealed proposals from qualified individuals and organizations to provide Executive Search Firm Services in accordance with the requirements, terms and conditions set forth herein.

2. Organization

The document, referred to as a Request for Proposal (RFP), is divided per the following:

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ATTACHMENT: Vendor Registration, Service Code SE580, Service, Recruitment	

3. Questions

Potential offerors are requested to submit questions regarding the Request for Proposal in writing so that the University will have an opportunity to review the questions and formulate a response.

Written questions should be directed to the Office of Procurement Services to the attention of Mike Wills, mikewills@missouristate.edu, and should be received no later than Monday, November 30, 2009.

4. Timetable

For informational purposes only, offerors are advised that the University anticipates following the timetable set forth below with regard to this RFP:

Deadline for Written Questions: Monday, November 30, 2009
 Deadline for RFP Response: Thursday, December 17, 2009, 3:00 p.m., CST
 Evaluation Period/Award Decision: December 18, 2009 through January 15, 2010
 Contract Term: January 18, 2010 through December 31, 2010

2.0 SCOPE OF WORK

1. General Requirements

The contractor shall provide Executive Search Firm Services as specified herein for Missouri State University (hereinafter referred to as the University) in accordance with the terms and conditions of this Request for Proposal.

1.1 Purpose of Procurement

Missouri State University's Board of Governors wishes to retain the services of an executive search firm to advise and assist in identifying and recruiting candidates for the position of University President.

The current University President has recently announced his intention to resign by the end of 2010.

1.2 Background

Established in 1905, Missouri State University, located in Springfield, Missouri, is comprised of seven Colleges, offering 150 undergraduate and over 40 graduate degrees. It has a student body of almost 23,000, which is comprised of students throughout Missouri and the United States, as well as nearly 80 other countries.

The main campus of over 20,000 students is in Springfield, Missouri, and other campus locations are in Mountain Grove, Missouri, West Plains, Missouri, and Dalian, China. The University is the second largest institution of higher learning in Missouri.

In 1995 Missouri State received a statewide mission in Public Affairs making it the only university in Missouri emphasizing the development of aware, committed and active participants in tomorrow's society.

Missouri State University's primary web site is <http://www.missouristate.edu>.

Detailed information may also be found at:

<http://www.missouristate.edu/bog>, or <http://www.missouristate.edu/president>.

The contractor must provide all services to the sole satisfaction of the University. Any services provided by the contractor which are not considered satisfactory by the University shall be repeated at no cost to the University until such services are considered satisfactory.

2. Scope of Service

The supplier should provide services to include, but not limited to the following:

2.1 Formulate Objectives and Specifications

a. Talk with the University search committee and other related parties in order to

gain an understanding of the history, structure, and operations of the organization.

- b. Assess the University in order to identify the key issues and challenges which it faces in filling the position, and the type of leadership needed for the institution.
- c. Evaluate the competitive strengths and weaknesses of the national market for the position opening.
- d. Develop a position specification. Work with the search committee to identify basic responsibilities, reporting relationships, desirable experience, and professional characteristics required of candidates.
- e. Provide a recruitment strategy designed for the University's mission and needs.

2.2 Make available alternate best practice models for recruitment and evaluation. Advise and educate the search committee on effective strategies.

2.3 Identify and Assess Candidates

2.3.1 Generate an applicant pool.

- a. Initiate processes to encourage applicants from diverse backgrounds.
- b. Develop and place advertisements in appropriate electronic and print media to seek candidates. Include selected media that could attract candidates who would not otherwise apply for the position.
- c. Receive all correspondence regarding inquiries, and process all nominations received directly or through the search committee members.
- d. Analyze resumes for qualifications. Clarify as needed through telephone calls and personal interviews when desired.
- e. Establish and maintain a master file of all candidate information, and provide a status spreadsheet periodically to the Chair of the search process as directed.
- f. Provide a written summary showing candidates with the most positive qualifications.
- g. Conduct background and reference checks, and validate professional credentials of candidates being presented for interviews. Obtain written permission from each candidate before conducting research. Request the candidates to sign a statement of accuracy confirming background information.

2.3.2 Schedule and facilitate interviews for finalist candidates with the search committee. Make all arrangements, including accommodations and meeting location.

At the option of the University, pay for travel and accommodations, and submit itemized reimbursement requests with supporting documentation.

2.4 Initiate ongoing candidate follow-up. Notify successful candidates, and contact all candidates who have expressed an interest in the search to advise them of the status and outcome.

2.5 Collaborate with the search committee in order to recommend a competitive compensation package for the successful candidate, if requested.

2.6 Assist the University in negotiations for the successful candidate, if requested.

2.7 Recap and present all candidate information electronically on a secure web site for the committee, if requested.

3.0 GENERAL CONTRACTUAL REQUIREMENTS

1. Contract Period

The original contract period beginning January 18, 2010 and continuing through December 31, 2010 shall be as stated on page one (1) of this Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

However, the University shall have the right, at its sole option, to renew the contract for one (1) additional one-year period, or part thereof. In the event the University exercise such right, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

2. Contract Price

All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs, which are 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 amount stated in the contract for that period.

3. Contract Documents

The contract between the University and the contractor shall consist of the Request for Proposal and any amendments thereto, and the contractor's response to the Request for Proposal. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of a conflict with the applicable requirements stated in 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 Procurement Office, and incorporated in a written amendment to the contract approved by the University's Office of Procurement Services 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 30 calendar days prior to the effective date of termination.

6. Insurance Requirements

The proposer receiving the award must request a Certificate of Insurance to be issued showing the following required coverage, as applicable, in no less than the minimum limits listed. The University must be shown as an additional insured. Failure to comply with the insurance requirements may be considered as a breach of contract terms.

6.1 Indemnification, University

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.

6.2 Liability

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.

6.2.1 General

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

Bodily Injury: \$2,000,000.00 each person
 \$2,000,000.00 aggregate
 \$5,000.00 medical each person

Property Damage: \$2,000,000.00 each accident

6.3 Automobile and Property

Automobile Public Liability and Property Damage with the following limits of liability:

Bodily Injury: \$2,000,000.00 each person
 \$2,000,000.00 each accident

Property Damage: \$2,000,000.00 each accident

6.4 Proof of Insurance

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.

6.5 Insurance, Other

The contractor understand 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.

6.6 Immunity

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.

7. Indemnification, Contractor

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.

8. 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 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.

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.

9. 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, et cetera, 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.

10. Communications and Notices

Any written notice to the contractor shall be deemed sufficient when communicated electronically via e-mail; or 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.

11. 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 to such terms and conditions by any assignee.

12. Waiver

Contractor understands and agrees that failure by either the University or the contractor to require performance by the other party 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. Labor

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. Breach of this clause shall entitle University to cancel this contract without penalty.

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 see <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, see http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

The 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.

Contractor shall require each subcontractor to affirmatively state in its individual contract with the 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.

The 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.

Breach of this clause shall entitle University to cancel this contract without penalty.

4.0 PROPOSAL SUBMISSION INFORMATION

1. Offerors Contacts

All questions regarding the scope of work, procurement process, et cetera, must be directed to Mike Wills at 417.836.7635. Offerors may 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 Office of Procurement Services by the closing date and time specified. Any proposal received by the Procurement 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. **E-mail and facsimile transmissions are NOT acceptable responses to this RFP.**

2.1 Proposal Organization

Proposals should be prepared as simply as possible and should provide a straightforward, concise description of the offeror's capabilities to satisfy the requirements of the RFP.

The signed page one from the original RFP and all signed amendments should be placed at the beginning of the offeror's proposal.

Contact information should be provided as shown on the University cover page to include:

- Organization name
- Name of individual providing response
- Telephone number
- Facsimile number
- Contact person(s)
- E-mail address(es)
- Date
- Authorized signature

2.11 Affidavit of Work Authorization

The affidavit should be completed and included with the proposal after the pricing page.

2.12 Vendor Registration Form

The Vendor Registration Form should be completed and included with the proposal after the Affidavit of Work Authorization. The commodity/service code to be entered on the form is SE580, Service, Recruitment.

2.2 Copies of Proposals

The offeror is requested to submit an original signature proposal and five (5) complete copies of the original signature proposal, for a total of six (6) complete proposals.

2.3 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 Office of Procurement Services 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. Contract Awards

The University's intention is to award the services specified herein. The selection of the contractor shall be at the discretion of the University.

4.1 Question and Answer Session

After an initial screening process, a technical question and answer session may be conducted with the offeror(s), if deemed necessary by the University, to clarify or verify the offeror's proposal, and to develop a comprehensive assessment of the submittal.

4.2 Best and Final Offer

The University reserves the right to request a Best and Final Offer from the final proposer(s), if deemed necessary. The Best and Final Offer generally consists of updated costs and answers to questions that were identified during the proposal evaluations.

If the University determines to utilize a Best and Final Offer, proposals would be re-evaluated to include the information presented. Response time requested for a Best and Final Offer generally would be within approximately one week.

4.3 Negotiation

The University reserves the right to negotiate with selected offerors if deemed necessary and in the best interests of the University.

Offerors should note, however, that an award decision may be made without negotiation, based on the prices and terms of an offerors original proposal.

4.3.1 Negotiations may be conducted in person, in writing, or by telephone.

4.3.2 Negotiations will only be conducted with potentially acceptable proposals. The University reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.

4.3.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

5. Offeror's Responsibility

The offeror should note 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 offerors proposal. Failure to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

5.1 Conformity with Specifications

Any deviations from the requirements of this Request for Proposal must be set forth in detail as part of the offeror's proposal. The University may, at its sole discretion, waive minor informalities or irregularities which do not materially affect the overall proposal.

5.2 Specification Interpretation

In the event of a difference of opinion between the offeror and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.

6. Evaluation Process

6.1 Proposal Evaluation

- a. Any contract awards 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 its purposes, of any and all proposals.
- b. Any deviation from requirements indicated herein must be stated in the proposal specifically under a category *Restricted Services/Exceptions to the RFP*, and clearly identified as Exhibit One (1). Otherwise it will be considered that proposals are in strict compliance with all requirements, and any successful consultant will be held responsible therefore.

- 6.1.1 Cost of the Search, 35%
- 6.1.2 Experience and Reliability, 25%
- 6.1.3 Operating Approach/Method of Performance, 30%
- 6.1.4 Quality and completeness of the proposal response, 10%

7. Pricing Requirements/Cost Evaluation

- 7.1 An itemization of cost of services which includes a NOT TO EXCEED amount.

8. Experience and Reliability

8.1 Consultant Experience

The experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror should submit any information in conducting executive search firm services which documents successful and reliable experience in providing past services, especially those engagements that are considered comparable to the requirements of this RFP.

Consultant should clearly state and provide evidence of experience that specifically includes the following:

8.1.1 A summary of the history and market position of the firm and its organizational structure, including the number and composition of the staff. State number of years in business, client volume, areas of service and expertise, access to a nationwide candidate pool, professional memberships, and method used to evaluate applicants.

8.1.2 Financial standing, shown by documents such as financial statements or an annual report.

8.1.3 Experience with searches in general.

8.1.4 Experience with searches in higher education.

8.1.5 Experience with presidential searches for universities of comparable size, or in the same geographic region as Missouri State University.

8.1.6 A schedule showing the personnel who will be assigned to work on the search, their respective experience, and their start dates with the organization.

8.1.7 References indicating where the organization has provided similar services for a large institution, preferably higher education. A minimum of three (3) are required, showing contact information which includes name, title of contact, address, telephone, e-mail, and the scope of involvement with the reference by date(s).

8.1.8 Data addressing the rate of retention of candidates placed by the firm after a search has been completed.

8.2 Reliability

The offeror is requested to provide evidence of a proven ability to successfully handle an account similar in size and scope to that of Missouri State University. Such evidence needs to be comparable to the size and scope of the executive search firm services for which the offeror is proposing to provide services.

Examples should include how the organization would conduct and charge for searches for a University President.

9. Operating Approach/Method of Performance

9.1 Proposals will also be evaluated based on the offeror's plan for performing the requirements contained in this Request for Proposal.

Therefore, the **offeror is requested to present a written narrative, which demonstrates the method, or manner in which the offeror proposes to satisfy each of the requirements of the Scope of Work in part two.**

9.2 Other Processes

9.2.1 Address organization policy and any charges for replacing a selected individual if their performance is *unsatisfactory* within one year.

9.2.2 Address organization policy and any charges for replacing a selected individual if that individual should *leave* the institution within one year.

9.2.3 Address organization policy for *contacting individuals previously placed* by the firm in regard to additional employment opportunities.

9.2.4 Describe provider's general capability to perform the services. Clearly identify and state strengths, barriers, and opportunities, as well as other pertinent information.

5.0 PRICING PAGE

The offeror must provide pricing information as requested herein to provide Executive Search Firm services in accordance with the terms and conditions of this Request for Proposal.

Offeror must provide firm, fixed, not to exceed pricing to provide Executive Search Firm Services to Missouri State University in accordance with the terms, conditions, and provisions of this Request for Proposal:

1. Professional Fee

State the professional fee which will be charged to the University under the terms of the contract.

\$ _____	_____
Professional Fee	Description

2. Direct Expenses

State any direct expenses that will be documented and charged to the University under the terms of the contract. Examples include advertising, background investigations, travel, and verification of credentials.

\$ _____	_____
Direct Expenses	Description

\$ _____	_____
Direct Expenses	Description

\$ _____	_____
Direct Expenses	Description

3. Other Expenses

State any other expenses will be documented and charged to the University under the terms of the contract.

\$ _____	_____
Other Expenses	Description

\$ _____
Other Expenses Description

\$ _____
Other Expenses Description

In addition, state the payment terms that apply to the above fee and expenses.

Description

The offeror affirms that all pricing information requested has been provided in accordance with the terms, conditions, and provisions of this Request for Proposal.

_____ Organization Name	_____ Title
_____ Authorized Signature	_____ Date

6.0 AFFIDAVIT OF WORK AUTHORIZATION

EXHIBIT A
AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
sworn on my oath, affirm _____ is enrolled and will continue to
participate in a federal work authorization program in respect to employees that will
work in connection with the contracted services related to _____ for the duration
of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I also affirm
that _____ does not and will not knowingly employ a person who is an
unauthorized alien in connection with the contracted services related to _____
_____ for the duration of the contract, if awarded.

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

Signature (person with authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
commissioned as a notary public within the County of _____, State of
_____, and my commission expires on _____.

Signature of Notary

Date

7.0 TERMS AND CONDITIONS, REQUEST FOR PROPOSAL/QUOTATION

I. TERMINOLOGY/DEFINITIONS

1. Bids and Bidders means the same as proposals and offerors.
2. Closing Date and Time or Date and Time Returnable means the deadline required for the physical receipt of bids by the Procurement Office.
3. Must and Shall mean that a certain feature, component, or action is mandatory. Failure to comply will result in rejection of the proposal.
4. Request for Proposal (RFP) or Request for Quotation (RFQ) means the procurement document issued by the Procurement Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the RFP/RFQ document. The definition includes these Terms and Conditions as well as any other Attachments and Amendments to the RFP/RFQ.

II. OPEN COMPETITION/RFP/RFQ DOCUMENT

1. It is the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement Office if any language, specifications, or requirements of the RFP/RFQ appear to inadvertently restrict or limit the requirements of the RFP/RFQ to a single source. Any and all communication from bidders regarding the RFP/RFQ and the procurement process must be directed to the Buyer identified on the first page of the RFP/RFQ. Such communication should be received at least five calendar days prior to the official Proposal Close Date.
2. The Procurement Office reserves the right to officially modify or cancel the RFP/RFQ after issuance. Bidders will be notified of any such modification or cancellation by issuance of an addendum from the Procurement Office.

III. CONFLICT OF INTEREST

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 could create such a conflict.

IV. PREPARATION OF BIDS/PROPOSALS

1. Failure to carefully examine the RFP/RFQ and all terms and conditions related thereto will be at the Offeror's risk.
2. Unless otherwise specifically stated in the RFP/RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
3. Bids lacking any written indication of intent to offer an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFP/RFQ.
4. All equipment and supplies offered must be new and of current production and available for marketing by the manufacturer unless the RFP/RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
5. Prices quoted by the offeror must remain valid for a minimum of ninety (90) days from the date of proposal opening. If the proposal is accepted, prices shall remain firm for the specified period.

V. SUBMISSION OF BIDS/PROPOSALS

1. Bids must be signed by a duly authorized representative of the offeror's organization and must contain all necessary information in the manner required by the RFP/RFQ.
2. The sealed envelope or package containing a proposal should be clearly marked with the official RFP/RFQ number and the Proposal Close Date. Bids for different RFP/RFQs should not be placed in the same envelope.
3. A bid may only be modified or withdrawn (1) by signed, written notice received by the Procurement Office prior to the Proposal Close Date and Time or (2) in person by the offeror or its authorized representative, provided proper identification is presented before the Bid Close Date and Time. Telephone requests to withdraw or modify a proposal will not be honored.
4. Bidders must, as a minimum, sign and return the RFP/RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP/RFQ terms and conditions. Failure to do so will result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

VI. QUOTATION/PROPOSAL OPENING

1. All bids will be opened at 3:00 p.m. on the date indicated. Prices will not be made available at that time and will not be made public until the evaluation is complete and an award is made.
2. It is the offeror's sole responsibility to ensure that the proposal is delivered to the Procurement Office by the Proposal Close Date and Time. If the Procurement Office is officially closed on the Proposal Close Date, bids will be accepted until 3:00 p.m. the next official work day and will be opened at that time.
3. Bids which are not received by the Procurement Office prior to the Proposal Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late bids will not be opened.

VII. EVALUATION/AWARD

1. An award will be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP/RFQ and (2) is the best proposal, price and other factors considered.
2. The right is reserved, as the interests of the University may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The Procurement Office reserves the right to request written clarification of any portion of the offeror's response if deemed necessary in order to verify the intent of the offeror.
3. The University reserves the right to make awards on an item by item basis, or on an all or none basis, as applicable, if deemed in the best interests of the University.
4. Any award shall be made only by written notification from the Procurement Office.
5. All bids and associated documentation received on or before the Proposal Close Date and Time will be considered open records pursuant to Section 610.021 RSMo.

VIII. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or impliedly, 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.
2. The contractor understands and agrees 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.

IX. DELIVERY, INSPECTION, AND ACCEPTANCE

1. Delivery 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.
2. No equipment, supplies, and/or services received pursuant to the contract shall be deemed accepted until the University has had reasonable opportunity to inspect the same.
3. All equipment, supplies, and/or services which do not comply with the RFP/RFQ 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.
4. 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.
5. 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.

X. CANCELLATION OF CONTRACT

1. In the event of material breach of contractual obligations by the contractor, the University may cancel the contract. If the contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
2. If the University cancels the contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.
3. 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.

XI. WARRANTY

1. The contractor expressly warrants that all equipment, supplies, and/or services provided will (1) conform to each and every specification, drawing, sample or other description provided as part of the RFP/RFQ, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
2. 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.

XII. APPLICABLE LAWS AND REGULATIONS

1. 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.
2. 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. The balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.

3. The contractor must be registered with 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 regulation.
4. The contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

XIII. INVOICING AND PAYMENT

1. Payment for all equipment, supplies, and/or services required herein will be made in arrears.
2. Invoices must be directed to the Procurement Office and must include the contract number or purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.
3. Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.
4. The University does not pay state or federal taxes unless otherwise required by law or regulation.
5. 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 rejection by the University and shall be returned at the contractor's expense.
6. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

XIV. 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, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. 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;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

XV. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors must comply with and be responsible for all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVI. REQUIREMENTS FOR PRIME CONTRACTORS AND SUBCONTRACTORS

1. Each prime contractor and subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, that any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.
2. Facilities provided for employees must be provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result.