



REQUEST FOR INFORMATION (RFI) 8079-10

April 29, 2022

BANK OPERATION AND AUTOMATIC TELLER MACHINE (ATM) SERVICES

Contract Period: August 1, 2022 through July 31, 2025
Two Optional One-Year Renewals

This document constitutes a request for **SEALED** responses from qualified contractors to provide Investment Banking Services as specified herein, in accordance with the requirements, terms and conditions of this Request for Information.

Date and Time Returnable: 3:00 p.m. on Friday, June 10, 2022

Michael Wills E-mail: mikewills@missouristate.edu Telephone: 417.836.7635

By signing below and submitting a response to this RFI, Contractor agrees to furnish items and/or services pursuant to all requirements and specifications contained in this RFI, upon either the receipt of an authorized purchase order from Missouri State University, or receipt of a countersigned copy of the RFI.

Either occurrence shall be agreed by the parties as forming a binding contract pursuant to the terms of the RFI set forth herein. Contractor agrees that, subject to the terms of this RFI, any exceptions to the RFI, or other changes could disqualify the Contractor from consideration in University's final award.

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

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

The University is conducting an evaluation to identify potential banks that could provide **Bank Operation and Automatic Teller Machine (ATM) Services** to the University.

Input is being sought to understand abilities to meet University preferences.

- Bank Operation Location – Plaster Student Union Branch in the heart of campus
- Current ATM Locations
 - Bank Branch – Plaster Student Union
 - Bookstore – Exterior Building Access
 - Carrington Hall – First Floor
 - Plaster Football Stadium – Parking Lot

Excluded from locations on campus is the Great Southern Bank Arena. Great Southern Bank will have an ATM at this location.

[Commerce Bank](#) is the incumbent for the five-year contract from 2014 that ends on May 31, 2022.

Yearly funds provided to Missouri State University

\$95,000.00 per year – Branch Bank

\$23,000.00 per year – Specific University Programs

\$40,000.00 per year – On-campus ATM Locations (four)

The financial institution awarded the contract will have access to market to the following students and employees on the Springfield campus.

- Students – For the fall 2021 semester, the University had 13,700 attending classes on the Springfield campus, with 4,000 being first time students.

There were 3,100 students living in university housing as well as other students living in fraternity/sorority off-campus housing.

- Employees – Approximately 2,700 full-and part-time employees on the Springfield campus.

The approximate annual number of transactions, both financial and inquiry, at each identified ATM location for 2020:

Location	Transactions, 2020
Bookstore	5,714
Carrington Hall	833
Plaster Football Stadium	24,317
Plaster Student Union	2,094
Total	32,958

1.1 **Background**

[Missouri State University](#) is a comprehensive institution offering undergraduate and graduate programs, including the professional doctorate. The university educates students to be global citizen scholars committed to public affairs.

With system enrollment of 26,000+ students across three campuses, the University is structured to address the special needs of the urban and rural populations it serves.

Missouri State University, Springfield is a selective admissions, graduate level teaching and research institution. Missouri State University, West Plains is an open admissions campus serving seven counties in south central Missouri. Missouri State University, Mountain Grove serves Missouri's fruit industry through operation of the State Fruit Experiment Station. The University's Extended Campus provides a variety of opportunities for remote study that align with the needs of today's mobile student.

The University also operates additional facilities, such as the Darr Agricultural Center in southwest Springfield, Jordan Valley Innovation Center in downtown Springfield, Bull Shoals Field Station near Forsyth, Baker's Acres and Observatory near Marshfield, Missouri State University Graduate Center in Joplin, and a branch campus at Liaoning Normal University in Dalian, China. Missouri State's Department of Defense and Strategic Studies program is located near Washington, D.C., in Fairfax, Virginia.

1.2 Evaluation and Contract Award

After evaluating the submitted material, the University, at its sole discretion, may determine to issue a Request for Quotation, a Request for Proposal, or negotiate with the entity with the most favorable terms as determined by the University.

2. Organization

This document, referred to as a Request for Information (RFI), is divided into the following parts:

1.0 INTRODUCTION AND GENERAL INFORMATION	-----2
2.0 SCOPE OF WORK	----- 6
3.0 RESPONSE SUBMISSION	----- 24
4.0 PRICING PAGE	----- 30
5.0 GENERAL TERMS AND CONDITIONS	----- 33
6.0 AFFIDAVIT OF WORK AUTHORIZATION	----- 44
7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT	----- 45

VENDOR REGISTRATION FORM

SERVICE CODE SE332 SERVICE – FINANCIAL – ATM AND BANK OPERATIONS

3. Questions

It is the Contractor'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/RFI appear to inadvertently restrict or limit the requirements of the RFP/RFQ/RFI to a single source.

Any and all communication from contractors regarding the RFP/RFQ/RFI and the procurement process must be directed to the person as identified on the first page of the RFP/RFQ/RFI.

Written questions should be directed to the Office of Procurement Services to the attention of Michael Wills, mikewills@missouristate.edu, and should be received no later than **Friday, May 13, 2022, at 5:00 p.m.**

The University will review questions submitted by the Contractor and, determine whether or not a response is warranted. Questions received after this date may not be answered.

4. Timetable

For informational purposes only, Contractors are advised that the University anticipates following the timetable set forth below with regard to this Request for Information:

Deadline for Questions	May 13, Friday	2022
Deadline for RFI Response	June 10, Friday	2022
Award Decision, Approximate	July	2022

5. Right to Modify or Cancel

5.1 University's Right to Modify or Cancel

The University reserves the right to officially modify or cancel the RFP/RFQ/RFI after issuance. Contractors will be notified of any such modification or cancellation by issuance of an addendum from the University's Office of Procurement Services.

5.2 Contractor May Modify or Withdraw a Submitted Proposal Prior to Proposed Close Time.

The Contractor may modify or withdraw a submitted proposal prior to the Proposed Close Date and Time by providing the University with adequate notice.

For purposes of withdrawing or modify a bid adequate notice can be achieved in one of the following ways.

(1) By signed, written notice received by the University's Office of Procurement Services prior to the Response Close Date or

(2) In person notification by the Contractor or its authorized representative, provided proper identification is presented before the Proposal Close Date and Time. Telephone requests to withdraw or modify a response will not be honored. No withdrawal or modification will be accepted following the Proposed Close Date.

2.0 SCOPE OF WORK

1. General Requirements

1.1 Purpose of Procurement

The purpose of the Request for Information (RFI) is to solicit responses from financial institutions for **Bank Operation and ATM Services** for the University's Springfield location. Request does not include the West Plains campus. .

1.2 Definitions

For the purposes of this Contract, the following terms have the following meaning:

1.2.1 Accessibility Standards

Means the following nationally and state accepted accessibility standards, the MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

1.2.2 Information Communication Technology (ICT)

Means any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. For the purposes of this definition, ICT includes Information Technology.

1.2.3 Information Technology (IT)

Means any electronic information equipment or interconnected system that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information, including audio, graphic and text.

1.2.4 Sandbox

Means a testing environment wherein the University may utilize the features of the Service/Product for the purposes of testing the Service/Product for compliance with this RFP/RFQ/RFI.

1.3 Alternative Documentation

1.3.1 Master Service Agreement

Do you have a Master Service Agreement or other document typically distributed to customers seeking to engage the Services/Product underlying your RFP/RFQ/RFI response?

☐ Yes or ☐ No

1.3.2

If yes, will you agree to provide the Services/Products pursuant to this RFP/RFQ/RFI and the Contract Documents identified herein and not your Master Service Agreement.

☐ Yes or ☐ No

1.3.3 Edits to Master Service Agreement

If No, will you accept edits to your Master Service Agreement including but not limited to the incorporation of your Master Service Agreement into this RFP/RFQ/RFI.

☐ Yes or ☐ No

1.3.4 Editable Version of Master Services Agreement

If yes, please provide an editable version of the Master Services Agreement sufficient for editing by the University.

When developing, procuring, maintaining or using Information Communication Technology (ICT), or when administering contracts or grants that include the procurement, development, or upgrading of ICT, the University must ensure that the ICT allows all users (e.g., employees, program participants, and members of the general public) with a disability have access to and use of Information Technology (IT) and ITC that is comparable to the access by users without disabilities. Accordingly, all ICT procured by the University must comply with the Accessibility Standards as defined herein.

Successful Contractors **MUST** reflect compliance with the Accessibility Standards and provide the requested information set forth below. Failure to satisfactory provide this information will result in Contractor's exclusion from consideration.

2. References

Provide two (2) client references including client name, contact personnel, e-mail and physical addresses, and telephone number for clients who are currently provided similar services.

3. Accessibility

The Project, at delivery, must be compliant with the Accessibility Standards set forth in this RFP/RFQ/RFI. Contractor must provide a detailed summary of its ongoing efforts to maintain compliance with the Accessibility Standards and provide a dedicated office contact to coordinate accessibility compliance issues.

4. Accessibility Standards and Compliance

4.1 This RFP/RFQ/RFI has been identified as ICT as defined above in Section One.

Certify that your Product and/or Services submitted in response to this RFP/RFQ/RFI meets the Accessibility Standards as defined in this RFP/RFQ/RFI: The MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

Failure to acknowledge compliance with all Accessibility Standards, without satisfactory explanation that said success criteria is not applicable to Contractor's Product and/or Service, shall automatically disqualify Contractor from consideration.

4.2 Person Responsible for Remediating Accessibility Standards Compliance Issues

Identify the division/department/office and three (3) full-time employees who have the necessary skill, training, and authority to address and remediate any and all issues relating to compliance with the accessibility standards identified in this RFP/RFQ/RFI. Provide contact information, including email and direct dial telephone numbers information for each individual identified.

4.3 Agreement to Defend, Indemnify, and Hold Harmless the University

The University requires the successful Contractor, in addition to the certifications regarding Accessibility Standards above to agree to defend, indemnify and hold harmless

University, its officers, directors, successors, employees, and agents against any, and all third-party claims, liabilities, obligations, judgments, causes of action, costs, and expenses (including reasonable attorneys' fees) ("Claims") against the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Accessibility Standards.

Contractor agrees to defend, indemnify and hold harmless University, its officers, directors, successors, employees and agents against any and all third-party claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("Claims") against Client the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Acts and WCAG 2.0 AAIT accessibility standards identified in this RFP/RFQ/RFI including, but not limited to, WCAG 2.0 AA, the Rehabilitation Act of 1973, and the MO State IT Accessibility Standards..

5. Additional Information Technology Requirements

5.1 Sandbox System

Contractor must provide the University with Sandbox.

5.2 Voluntary Product Accessibility Template (VPAT)

Contractor should provide University with a current Voluntary Product Accessibility Template (VPAT) for the Product as part of the client's Product RFP/RFQ/RFI evaluation process. Note, provision of a VPAT in no way excuses compliance to the Accessibility Standards identified above. The provision of the VPAT is for University's evaluation purposes only.

2. Scope of Work

A. Bank Operations

1. General Requirements:

The contractor shall provide bank operation services as specified herein for Missouri State University's Springfield, Missouri campus (hereinafter referred to as the University) in accordance with the terms and conditions of this Request for Proposal.

1.1 Contractor to Operate an Independent Business Venture

The contractor shall have the exclusive right to operate, as an independent business venture, a full-service bank in the Plaster Student Union on the University campus in Springfield, Missouri, subject to the requirements and provisions set forth in this Request

for Proposal. Any concerns or discrepancies regarding specific services to be provided will be resolved by the University and such resolution shall be final and binding upon the contractor.

1.2 Contractor to Pay for Items Necessary to Perform Services

Unless otherwise specifically provided for in the contract, the contractor shall provide and pay for all labor, materials, equipment, maintenance, insurance, cleaning of the contractor's area, all required licenses and permits, and all other items necessary for the successful performance of the services required by the contract.

1.3 Incoming Shipments

Any incoming shipments of supplies shall be addressed to the contractor, in care of the University. Under no circumstances shall contractor shipments be directly made or invoiced to the University.

1.4 Commencement Date of the Services

The contractor shall commence full operation of the bank operation at an agreed upon date after May 20, 2022.

2. General Banking Service Requirements:

2.1 Services

Contractor shall provide its standard services as warranted and mutually agreed upon by the contractor and the University. The contractor's prices must be competitive with other similar operations in the local market. Contractor is advised that it is not the University's intention to utilize the contractor's General Banking Services in any manner associated with the University's banking activities.

2.2 Schedule of Hours and Days of Operation

Exact schedule of hours and days of operation shall be mutually agreed upon by the contractor and the University; however, in the event of a conflict, the decision of the University shall be final and binding on the contractor. Contractor must provide days and hours of operation in the proposal.

Any changes in service offerings by the contractor shall be subject to mutual agreement between the contractor and the University.

2.3 Advertisement of Services

Contractor must make a concerted effort to advertise its services to the University Community through campus newspapers, flyers, coupons and other specials. All such advertising shall be at the contractor's expense and must be approved by the Director of the Student Union prior to distribution.

2.4 Supervision of Contractor's Operation

The Director of the Student Union, or his/her designee, shall be responsible for supervising the contractor's operation and for coordinating with the General Manager of said operation. Such supervision shall include the monitoring of operations; the establishment of specific hours of operation; and the observance of safety and maintenance practices, all of which must be satisfactory to the University. The University shall have the right to establish regulations with regard to all such matters, and the contractor shall be required to comply with such regulations.

3. Specific Banking Service Requirements:

3.1 Definition of Services

The contractor's proposal must detail all services to be provided. At a minimum the following services must be provided: checking and savings accounts; loan application acceptance, including student loans; cashier's checks; and travelers checks.

In addition, the contractor will be allowed to place a single ATM machine in or immediately adjacent to the contractor's bank operation in the Plaster Student Union, and in other campus locations as needed. For example, other existing locations include the Bookstore, Carrington Hall, and Plaster Football Stadium parking lot.

3.1.1 Check Cashing Services

Contractor shall provide check cashing services to all faculty, staff, and students who are customers of the contractor's bank.

3.1.2 Deposits

The contractor shall accept deposits for all established checking and savings accounts.

It should be noted that some of the retail contractors in the Student Union may elect to open accounts with the contractor's bank operation and deposit funds at the close of their business operating hours.

4. Facility and Equipment Requirements:

4.1 Existing Facilities

The University will provide the contractor with existing facilities as is. All renovations and refurbishing required to operate the contractor's bank operation in the Student Union shall be at the expense of the contractor.

4.1.1 Plans and Specifications

Plans and specifications must be approved, in writing, by the University prior to initiating any work. The contractor must comply with the University's Planning, Design, and Construction Office requirements with respect to all renovations and refurbishing. Upon contract expiration/termination/cancellation, the contractor shall return to the University the occupied area in the same condition as when said area was in full operation in the Student Union, excepting normal wear and tear.

4.1.2 Damage to Facility

Any damage to either the facility or the equipment contained therein which occurs at any time throughout the effective period of the contract, whether or not directly caused by the contractor, shall be repaired at the contractor's sole expense within a time frame mutually agreeable to the University and the contractor.

4.1.3 Contractor Provided Equipment

The contractor shall provide and install, as necessary, at the contractor's expense, all non-expendable equipment deemed necessary by the contractor to provide the services required by the contract such as a money vault, customer counter, office and lobby equipment, and appropriate security equipment. All such equipment shall be subject to the approval of the University.

All moveable non-expendable equipment provided by the contractor shall remain the personal property of the contractor. Upon contract expiration/termination/ cancellation, property that is attached or affixed to the real property shall become the property of the University, with the exception of the contractor's signage.

4.1.4 Contractor Responsibility for Maintenance and Repair

Except as specifically provided for elsewhere herein, the contractor shall be responsible for the maintenance and repair of all equipment used in the contractor's operation. The contractor shall be solely responsible for compliance with all federal, state, and local health and safety regulations with respect to such equipment. Contractor-owned moveable equipment must be removed from university premises within thirty (30) days following contract expiration/termination/cancellation.

4.1.5 Contractor Responsibility for Signage

Contractor shall be responsible for providing and installing signs which identify the contractor's operation, list prices where appropriate, and specify the hours of operation. All such signs, including the location thereof, must be approved by the University.

4.1.6 Common Area Maintenance (CAM) Fee

Contractor shall be required to pay a Common Area Maintenance (CAM) fee equal to \$1.00 per square foot of contractor-occupied area, per year. The CAM fee shall be in addition to the required financial return to the University. The CAM fee will provide for the maintenance of attractive and inviting common areas including continuous daily custodial and facility services for the public Student Union areas; dumpster trash removal service; pest control services; and maintenance and repair of heating and air conditioning equipment.

University will review the level of CAM funds remaining at the end of each calendar year during which the contract is effective and reserves the right to adjust the CAM fee to reflect the actual cost of CAM services more accurately, if deemed necessary. If the CAM fee is adjusted, the contractor will be so notified.

The contractor is advised that any CAM funds remaining at the end of the University's fiscal year will be used to enhance common areas associated with the contracted operations, i.e., trash receptacle replacement, display cases, plants, et cetera.

4.1.7 Contactor Responsible for All Cleaning and Maintenance

Contractor shall be responsible for all cleaning and maintenance of the contractor's area including equipment, floors, windows, and walls within the leased space. All cleaning equipment, supplies, and other consumables, i.e., light bulbs, paper towels, soap, et cetera, must be provided by the contractor.

4.1.8 Utilities

The area in which the contractor's operation is housed will be metered for gas, electricity and water, where applicable, and the contractor shall be responsible for the direct cost of such utilities.

4.1.9 Telephones

Service for telephones must be arranged through the University's Telecommunication Services department. The contractor shall reimburse the University on a monthly basis for telephone expenses. Such reimbursement shall include equipment charges and all local and long-distance charges.

4.1.10 University Access

The University shall have access to all areas of the contractor's operation during normal service hours. University Safety shall have the right to access the contractor's operation at all times as deemed necessary to protect the University in the event of an emergency.

5. Contractor Relationship and Personnel Requirements:

5.1 Independent Contractor Relationship

The relationship of the contractor to the University shall be that of an independent contractor, and nothing contained herein shall be construed to create an agency relationship on the part of the contractor.

5.2 Employees of Contractor

Any and all employees of the contractor, while engaged in the performance of any work or services required by the contract, shall not be considered employees of either the University or the State of Missouri.

5.2.1. Contractor Responsibility for Employees

Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, et cetera, and agrees to indemnify, save, and hold the University, its agents and employees, harmless from and against any and all loss, cost including attorney fees, and damage of any kind related to such matters.

The contractor understands and agrees that the University shall have no direct control over employees of the contractor. Any provision for such control shall be exercised only

through the contractor or the individual assigned as the General Manager of the contractor's operation.

5.2.2 Contractor General Manager

All management personnel employed by the contractor to provide the services under the terms of the contract shall, to the satisfaction of the University, be thoroughly trained and experienced in the provision of banking services. The University reserves the right to interview and approve the hiring of the General Manager prior to such individual assuming managerial responsibilities.

5.2.3 Contractor Staffing

The contractor must maintain an adequate level of staffing to ensure efficient operation of the contractor's business and to provide customer-oriented service in an environment that is clean, attractive and appealing to potential customers.

5.2.4 Contractor Employee Standards

All employees of the contractor working in the Student Union must meet the standards for conduct, appearance, service, and integrity established by the University. The contractor's personnel must be trained to relate to customer desires, requests, and complaints in a professional, cordial manner.

5.2.5 University Right to Request Removal of Objectionable Personnel

The University reserves the right to request the removal of objectionable personnel employed by the contractor.

5.2.6 Contractor Responsibility for Contractor Employee Personnel Issues

Personnel issues associated with the contractor's employees shall be the contractor's sole responsibility. The contractor must comply with all applicable governmental regulations related to the employment and payment of the contractor's employees.

5.2.7 University Student Priority for Part-Time Help

If the contractor hires part-time help, University students must be given first priority in the selection process, provided there are qualified students available to work the necessary hours. Such employment opportunities shall be consistent with the contractor's existing policies and procedures.

6. Payment Requirements:

6.1 Payment Date

The guaranteed annual financial return quoted by the contractor shall be paid to the University in equal monthly installments on or before the fifteenth (15th) day of each month for the contractor's operation during the preceding month. Such amount shall be in the form of a check made payable to Missouri State University and should be hand delivered to the Director of the Student Union. Checks which are received after the fifteenth (15th) day of the month will be assessed a five percent (5%) late payment fee per month until the payment is received.

6.2 Guaranteed Annual Financial Return

Contractor understands and agrees that the guaranteed annual financial return shall be exclusive of the CAM fee, any late payment fees, contributions, and any other operational expense or payment to the University required by the contract.

6.3 Common Area Maintenance (CAM) Fee

Payment of the CAM fee shall be required on a semi-annual basis beginning on the agreed upon contract start date. Payment shall be delivered to the Director of the Student Union as specified in paragraph 6.1 above.

6.4 Payment Proration

Any required payment or amount that is quoted on an annual basis shall be prorated according to the applicable number of months, if for less than a full 12-month period.

7. Additional Requirements:

The contractor shall comply with all statutes and regulations of federal, state, county, and city governments applicable to the contractor's operation and shall be solely responsible for obtaining and paying for all permits and licenses necessary for the operation of said business.

Contractor shall also be responsible for any property tax liability associated with the occupied area of the Student Union, should such liability be incurred.

7.1 Missouri Revenue Acts

Contractor shall comply with all Missouri Revenue Acts in existence at the time of contract award and those which may come into existence during the effective period of the contract, regardless of residence, whether foreign corporation or otherwise.

7.2 Collection and Remittance of Sales Tax

Where applicable, pursuant to state law, the contractor shall collect sales tax and remit such tax to the State of Missouri.

7.3 Free and Clear of All Claims, liens, and Encumbrances

The contractor shall at all times keep the University free and clear from all claims, liens and encumbrances arising from the making of repairs, alterations, additions or improvement of the premises by the contractor pursuant to the terms of the contract.

7.4 University Not Responsible for Contractor Loss

Contractor understands and agrees that the University shall not be responsible for any loss to the contractor due to the temporary suspension of operation, regardless of the cause including, but not limited to, mechanical failure of equipment, power failure, weather conditions, force majeure, riots, or civil commotion.

B. Automatic Teller Machine Services (ATM)

1. General Information:

In 1995 an agreement was entered into between Missouri State University and Commerce Bank, N.A. to provide three (3) automated teller machines (ATMs) at the following locations:

(1) Bookstore

Northwest corner entrance, on the west side of the building,

(2) Hammons Student Center

Southeast corner of the main east parking lot, **relocated to the Plaster Football Stadium parking lot**, and

(3) Carrington Hall

First floor near the Bursar's office.

The referenced agreement is currently effective through May 20, 2022.

1.1 Amount Paid to University

The amount paid to the University for the above ATMs is \$39,000 per contract year. The approximate annual number of transactions, both financial and inquiry, at each identified ATM location for 2020:

Location	Transactions, 2020
Bookstore	5,714
Carrington Hall	833
Plaster Football Stadium	24,317
Plaster Student Union	2,094
Total	32,958

2. General Requirements:

Contractor shall provide locations in the proposal for automated teller machine (ATM) services 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. Excluded from locations on campus is the Great Southern Bank Arena. Great Southern Bank will have an ATM at this location.

2.1 Automatic Teller Machine (ATM) Locations

The contractor shall provide, install and service one (1) or more full-service, depository ATMs on the University campus at the location(s) specified in the contractor's proposal and accepted by the University. The contractor must provide list of campus sites for ATM machines in order for the university to determine the feasibility of such locations. Locations are not necessarily limited to the current ATM locations.

2.2 Contractor Responsibility for Expenses Relating to Automatic Teller Machines

Unless otherwise specifically provided for in the contract, the contractor shall provide and pay for all labor, materials, equipment, maintenance, insurance and any other expenses associated with the provision of ATMs under the terms of the contract. Such expenses shall include Service Vehicle parking permits that are sold by the University's Parking Administration office if the contractor has a need for such a permit(s).

2.3 Automatic Teller Machines Not for University's Banking Activities

Contractor is advised that it is not the University's intention to utilize the contractor's ATMs in any manner associated with the University's banking activities.

3. Contractor Requirements:

The contractor may, at its own expense, modify or otherwise alter the premises designated for the contractor's ATM(s) to the extent necessary to accommodate placement of the ATM at each agreed upon location. However, any such modifications/alterations shall be coordinated through, and subject to the prior written approval of, the University's Planning, Design, and Construction Office.

ATMs provided by the contractor and installed on university premises shall at all times remain the property of the contractor and shall not, by reason of their installation, attachment or connection to the premises, be construed as real estate, building fixtures or as forming any part of the building.

The contractor shall have the right at any time to replace the ATMs as it deems necessary, provided that such replacement does not create any additional burden on the University's property and/or building(s).

Contractor and representatives from all appropriate federal and state banking regulatory authorities will be allowed free and unobstructed access to and egress from the University premises containing the contractor's ATMs, as is reasonably necessary for the operation of the ATMs.

3. University Requirements

3.1 University to Provide Electricity

The University will provide electricity for the operation of the ATMs in the agreed upon locations and will provide reasonable access to the electrical system as necessary to facilitate installation of the contractor's ATMs.

3.2 University to Provide Lighting

University will provide adequate lighting in and around its buildings and will make every effort to safeguard the public and provide security for the premises to the degree presently provided and consistent with the University's policies regarding protection of its property as a whole.

4. Transition Requirements:

4.1 Continuity of Services

At the initial effective date of the contract, the contractor shall work with the University and any other organizations designated by the University to ensure an orderly transition of ATM services and responsibilities under the contract to ensure the continuity of those services required by the University.

4.2 Expiration, Termination, or Cancellation of Contract

Upon expiration, termination, or cancellation of the contract, if requested by the University in writing, the contractor shall assist the University to ensure an orderly transfer of ATM services as required under the terms of the contract to an organization designated by the University. The contractor shall agree to continue providing any part or all of the required services in accordance with the terms of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date of the contract, if requested in writing by the University.

4.3 Contractor Personal Property

Following the transition of each approved ATM location to another contractor designated by the University, or at the request of the University following expiration, termination, or cancellation of the contract, the contractor must immediately remove its personal property from the premises. Should the contractor fail to remove its personal property from university premises when so requested, the University shall have the right to remove the contractor's personal property without any recourse by or liability to the contractor and hold the contractor responsible for all costs associated with such removal.

4. Gramm-Leach-Bliley Act:

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider, defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student, through its provision of services directly to the University is subject to the following requirements:

The Service Provider (contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any University employee or student.

5. Payment Requirements:

The contractor shall submit payment to the University on a monthly basis on or before the fifteenth (15th) day of each month for the contractor's ATM operations during the preceding month.

If proposed by the contractor and accepted by the University, payment may be based on a per transaction fee for each awarded ATM location on a month-to-month basis; however, the annual amount paid to the University as a result of the total number of ATM transactions during any contract year shall not be less than the guaranteed minimum annual amount stated in the contractor's proposal, regardless of the actual number of ATM transactions during the period.

5.1 Payment Proration

Any required payment or amount that is quoted on an annual basis shall be prorated according to the applicable number of months, if payment is being made for less than a full 12-month period.

5.2 Contractor to Make Available Information Necessary to Verify Calculations

The contractor shall make available to the University, upon request, any and all information and records necessary to verify any calculations based on the number of ATM transactions.

6. Additional Requirements:

6.1 Contractor to Comply with All Statutes and Regulations

The contractor shall comply with all statutes and regulations of federal, state, county, and city governments applicable to the contractor's operation and shall be solely responsible for obtaining and paying for all permits and licenses necessary for operation of the ATMs.

6.2 Contractor to Comply with all Missouri Revenue Acts

Contractor shall comply with all Missouri Revenue Acts in existence at the time of contract award and those which may come into existence during the effective period of the contract, regardless of residence, whether foreign corporation or otherwise.

6.3 Contractor to Keep University Free from Claims, Liens, and Encumbrances

The contractor shall at all times keep the University free and clear from all claims, liens and encumbrances arising from the making of repairs, alterations, additions or improvement of the premises by the contractor pursuant to the terms of the contract.

6.4 University Not Responsible for Contractor Loss Due to Suspension of Operation

Contractor understands and agrees that the University shall not be responsible for any loss to the contractor due to the temporary suspension of operation, regardless of the cause including, but not limited to, mechanical failure of equipment, power failure, weather conditions, force majeure, riots, or civil commotion.

C. EVALUATION AND COORDINATION OF SERVICE

1. Evaluation and Coordination of Service

1.1 Supervision of Contractor Operation

The Director of the Student Union shall be the appointed University official responsible for the direct supervision of the contractor's operation. In that regard, the contractor's General Manager shall report to and regularly communicate with the Director of the Student Union.

1.2 Supervision Meetings

Director of the Student Union and the contractor's General Manager shall meet on a regular basis. The contractor's General Manager must cooperate with the University in enforcing University policies.

The Director of the Student Union and the contractor's Regional Manager, or the company owner, as may be applicable, should meet on a monthly basis.

1.3 Special Events

Student Union staff will promptly notify the contractor's General Manager of any special events to be held in the Student Union facility and will assist in the planning and preparation for such programs.

2. Unrelated Business Income Tax: (UBIT)

Both the contractor and the University acknowledge that the issue of unrelated business income tax (UBIT) liability resulting from or related to the contract is of paramount concern to the University, and the University has entered into the contract based on its existing understanding of the tax laws and regulations and resulting liability for UBIT as a result of the contract.

However, if during the effective period of the contract, the University is subjected to UBIT in an amount which the University deems to materially reduce the value of the contract to the University, the University shall have the right to propose an adjustment in the rights

granted to the contractor under the contract or to propose an adjustment in the amount to be paid by the contractor for the then remaining portion of the contract period .In the event the University elects to exercise its right to such adjustment, the contractor may, at its option, within ten (10) days following receipt of notice of any adjustment, notify the University of its disagreement with the amount of the adjustment. The University and the contractor shall then attempt in good faith to resolve the disagreement over such adjustment. If the University and the contractor cannot, after good faith negotiations, resolve the matter, the University shall have the right to terminate the contract without penalty or recourse.

3.0 RESPONSE SUBMISSION INFORMATION

1. Open Records Law

The Contractor is hereby advised that, upon completion of the evaluation process, all responses and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021).

2. Contractors' Contact

All questions regarding the scope of work, procurement process, et cetera, must be directed to Michael Wills at mikewills@missouristate.edu, or 417.836.7635. Contractors may not contact other employees of the University concerning this procurement.

3. Submission of Responses

Hard-copy responses must be priced, signed, **SEALED**, and received in the University's Office of Procurement Services by the closing date and time specified. Any response 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.

Although e-mail and facsimile transmissions alone are not acceptable responses to this Request for Proposal/Request for Quotation/Request for Information, one electronic copy should be provided with the submission, along with one original response and three hard copies. See 3.6 Copies of Responses, page 25.

The sealed envelope or package containing a response should be clearly marked with the official RFP/RFQ/RFI number and the Response Close Date. Bids for different RFP/RFQ/RFIs should not be placed in the same envelope.

Failure to carefully examine the RFP/RFQ/RFI and all terms and conditions related thereto will be at the Contractor's risk.

3.1 Response Organization

Responses should be prepared as simply as possible and should provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the Request for Proposal/Request for Quotation/Request for Information.

Bids must be signed by a duly authorized representative of the Contractor's organization and must contain all necessary information in the manner required by the RFP/RFQ/RFI.

The signed page one from the original Request for Proposal/Quotation/ Information and all signed amendments should be placed at the beginning of the Contractor's response.

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

3.2 Certificate of Insurance

A certificate should be included **naming the Board of Governors of Missouri State University, its officers and employees, as additional named insureds.**

3.3 Affidavit of Work Authorization

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

3.4 Affidavit for Anti-Discrimination Against Israel Act

The affidavit should be completed and included with the response after the Affidavit of Work Authorization.

3.5 Vendor Registration Form and Substitute W-9

The Vendor Registration Form should be completed and included with the response after the Affidavit for Anti-Discrimination Against Israel Act. A copy of this Form is available at <https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf>.

A commodity/service code should be entered on the form, and a W-9 should be attached.

3.6. Copies of Responses

The Contractor is requested to submit, **via hard-copy**, an original signature response and three (3) complete copies of the original signature response, for a **total of four (4) complete hard-copy responses**. The University also requests one (1) **electronic version** of the response be provided with the submission to Michael Wills.

3.7 Specifications and Requirements Constitute Minimum Requirements

Unless otherwise specifically stated in the RFP/RFQ/RFI, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3.8 Proposals to be Considered in Full Compliance

Proposals 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/RFI.

3.9. Pricings Must Remain Valid for a Minimum of Ninety (90) Days

Prices quoted by the Contractor must remain valid for a minimum of ninety (90) days from the date of response opening. If the response is accepted, prices shall remain firm for the specified period.

4. **Proposal/Bid Opening**

4.1. Proposal Opening

All proposals 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.

4.2. Delivery of Responses

It is the Contractor's sole responsibility to ensure that the response is delivered to the University's Procurement Office by the Response Close Date and Time. If the Procurement Office is officially closed on the Response Close Date, bids will be accepted until 3:00 p.m. the next official workday and will be opened at that time.

4.3. Response Close Date

Proposals which are not received by the Procurement Office prior to the Response Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late proposals will not be opened.

5. **Official Position**

The Contractor 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 / Quotation / Information and any amendments thereto. No other means of

communication, whether oral or written, shall be construed as a formal or official response or statement.

6. 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.

6.1 Question and Answer Session.

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

6.2 Best and Final Offer.

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

If the University determines to utilize a Best and Final Offer, responses 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.

6.3 Negotiation.

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

Contractors should note, however, that an award decision may be made without negotiation, based on the prices and terms of a Contractor's original response.

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

6.3.2 Negotiations will only be conducted with potentially acceptable responses.

6.3.3 Negotiations may be limited.

The University reserves the right to limit negotiations to those responses which received highest rankings during the initial evaluation phase. All Contractors involved in the negotiation process will be invited to submit a best and final offer.

6.3.4 Response Terms, Conditions, Prices, Methodology

Terms, conditions, prices, methodology, or other features of the Contractor's response may be subject to negotiation and subsequent revision.

As part of the negotiations, the Contractor 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 response.

7. **Contractor's Responsibility**

The Contractor should note that it is the Contractor'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 response. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's response.

7.1 Conformity with Specifications.

Any deviations from the requirements of this RFP/RFQ/RFI must be set forth in detail as part of the response. The University may, at its sole discretion, waive minor informalities or irregularities which do not materially affect the overall response.

7.2 Specification Interpretation.

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

8. **Evaluation Process**

The right is reserved, as the interests of the University may require, to reject any or all proposals and to waive any minor informality or irregularity in proposals received. The University reserves the right to request written clarification of any portion of the Contractor's response if deemed necessary in order to verify the intent of the Contractor.

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.

8.1 Response Evaluation

A contract award resulting from this request shall be made following the evaluation of all responses which are responsive to the RFP/RFQ/RFI. The comparative assessment of the relative benefits and deficiencies of a response 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 responses.

Deviations from requirements indicated herein must be stated in the response specifically under a category *Restricted Services/Exceptions to the Request for Proposal/Request for Quotation/Request for Information*, and clearly identified as Exhibit One (1). Otherwise it will be considered that responses are in strict compliance with all requirements, and any successful Contractor will be held responsible therefore.

Any award shall be made only by written notification from the Office of Procurement Services.

For protest procedures see <http://www.missouristate.edu/procurement/65870.htm>, Protests.

After evaluating the submitted material, the University, at its sole discretion, may determine to issue a Request for Quote, a Request for Proposal, or negotiate with the entity with the most favorable proposal as determined by the University.

4.0 PRICING PAGE

A. Bank Operations in Plaster Student Union

The offeror must provide pricing and related information as specified below to provide bank operation services in the Missouri State University Plaster Student Union in accordance with the terms, conditions, and provisions of the Request for Information or Proposal.

1. Guaranteed Minimum Annual Financial Return:

State the guaranteed minimum annual financial return which shall be paid to the University under the terms of the contract.

1.1 Original Contract Period:	Minimum Annual Financial Return
1.1.1 August 1, 2022 – July 31, 2025	\$
1.2 First Renewal Period:	
1.2.1 August 1, 2025 – July 31, 2026	\$
1.3 Second Renewal Period:	
1.3.1 August 1, 2026 – July 31, 2027	\$

B. ATM Services

The offeror must provide pricing and related information as specified below to provide ATM services on the Springfield campus of Missouri State University in accordance with the requirements, terms, and conditions of this Request for Information.

1. Guaranteed Minimum Annual Financial Return:

State the guaranteed minimum annual financial return which shall be paid to the University under the terms of the contract for each of the following potential contract years for all proposed ATM locations.

1.1 Original Contract Period:	Minimum Annual Financial Return
1.1.1 August 1, 2022 – July 31, 2025	\$
1.2 First Renewal Period:	
1.2.1 August 1, 2025 – July 31, 2026	\$
1.3 Second Renewal Period:	
1.3.1 August 1, 2026 – July 31, 2027	\$

2. Proposed ATM Locations:

2.1	
2.2	
2.3	
2.4	

C. Payment Terms

State the payment terms that apply to the above. University payment terms are n/45 per RSMo 34.055.

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

Organization Name
Signatory Name
Title
Signature
Date

D. Invoicing

1.1. Payment Will Be Made in Arrears

Payment for all equipment, supplies, and/or services required herein will be made in arrears.

1.2. Invoices Directed to the University Office of Procurement Services

Invoices must be directed to the University's 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.

1.3. Late Payment Charges

Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.

1.4. Taxes

The University does not pay state or federal taxes unless otherwise required by law or regulation.

5.0 GENERAL TERMS AND CONDITIONS

1. Contract Period

1.1 Original Contract Period.

Subject to the University's right to terminate the contract, the contract period will be from the date of contract award for one (1) year, as stated on page one of this Request for Proposal/Request for Quotation/Response for Information. 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 two (2) additional one-year periods, or part thereof. In the event the University exercises 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 this contract. The University shall neither pay nor be liable for any costs, which are not specifically identified in this contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum amount stated in this contract for that period.

3. Contract Documents

The contract between the University and the Contractor shall consist of the Request for Proposal/Request for Quotation/Request for Information and any amendments thereto, and the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information (insofar as the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information does not alter the Request for Proposal/Request for Quotation/Request for Information in any way). 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 Request for Proposal/Request for Quotation/Request for Information or the Contractor's response. In all other matters not affected by the written clarification, if any, the Request for Proposal/Request for Quotation/Request for Information shall govern.

4. Amendments to Contract

No modification of any provision in this 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 this contract approved by the University's Office of Procurement Services prior to the effective date of such modification.

5. Conflict of Interest

The Contractor hereby covenants that at the time of the submission of the response the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest.

Contractor further agrees that during the term of this contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which could create such a conflict.

6. Termination

6.1 Termination for Convenience.

The University reserves the right to terminate this contract at any time, for any reason, 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.

6.2 Termination for Breach.

In the event of material breach of contractual obligations by the Contractor, the University may cancel this 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 this contract immediately. If the University cancels this 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.

6.3 Lack of Appropriated Funding.

The Contractor understands and agrees that funds required to fund this contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within this contract period. This 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.

7. Insurance Requirements

7.1 Certificate of Insurance

The Contractor receiving the award must request a Certificate of Insurance (COI) to be issued showing the following required coverage, as applicable, in no less than the minimum limits listed. The University, as indicated below, must be shown as an additional insured. Failure to provide the requested COI may be excluded from consideration as non-responsive.

7.2 Liability Insurance

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 this 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.

7.2.1 General Commercial General Liability Coverage

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

7.2.2 Automobile Liability and Property Damage

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

7.3 Proof of Insurance

Written evidence of the required insurance coverage must be submitted before or upon award of this 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 Insurance, Other

The Contractor understands and agrees that the insurance required under the terms of this 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 Immunity

Notwithstanding any other provision of this 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 Request for Proposal/Request for Quotation/Request for Information 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, Contractor

8.1 Contractor Obligation to Indemnify

In addition to Contractor's obligation above in Section [Accessibility Indemnification],

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 this contract.

8.2 University Cannot Save and Hold Harmless and/or Indemnify Contractor

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 this contract.

9. Contractor Liability

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 this contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered because of the Contractor's negligence, the Contractor assumes the obligation to save the University, and any agents, Board of Governors, officers, 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, Board of Governors, officers, 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 this 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.

10. Warranty

10.1. Conformity to Specification

The Contractor expressly warrants that service/commodity [] (and any related 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/RFI, (2) be fit and

sufficient for the purpose expressed in the RFP/RFQ/RFI, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

10.2. Warranty shall not be Waived

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.

11. Delivery, Inspection, and Acceptance

11.1. Time of Delivery

Delivery of services (and any related equipment, supplies and/or services) must be made no later than the time stated in this contract, or within a reasonable period of time following execution of this contract if a specific time is not stated.

11.2. Acceptance of Equipment, Supplies, and/or Services

No equipment, supplies, and/or services received pursuant to this contract shall be deemed accepted until the University has had reasonable opportunity to inspect the same.

11.3. Rejection of Defective Equipment, Supplies, and/or Services

All equipment, supplies, and/or services which do not comply with the RFP/RFQ/RFI 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.

11.4. Return of Rejected Shipments

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.

11.5. Return Shall Not Exclude Any Other Legal, Equitable, or Contractual Remedies

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. 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 Board of Governors, officers, agents, or employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

13. 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 this contract, or at such address as the Contractor may have requested in writing.

14. Assignments

The Contractor shall not transfer any interest in this 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 this contract, and the Contractor shall require written agreement to such terms and conditions by any assignee. Notwithstanding the foregoing, the Contractor understands and agrees that this 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 this contract with the University.

15. Waiver**15.1 Performance**

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 response shall not be deemed a continuing waiver of such provision, or a waiver of any other provision of this contract.

15.2 Waiver of Future Rights

No provision in this 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.

16. 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:

See <https://revisor.mo.gov/main/OneSection.aspx?section=285.530>.

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.uscis.gov/e-verify>.

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.

17. Non-Discrimination and Affirmative Action

17.1. Discrimination

In connection with the furnishing of equipment, supplies, and/or services under this 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, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable 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.) Identification of a person designated to handle affirmative action
- c.) 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.) 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.

17.2. Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) for Contracts of \$100,000.00 or More.

This Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits Discrimination against qualified protected Veterans, and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified protected Veterans.

17.3. Disability Rehabilitation Act of 1973 Section 503 for Contracts in Excess of \$10,000.00.

This Contractor and any approved Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

18. Requirements for Prime Contractors and Subcontractors

18.1. Report Filing

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.

18.2. Facilities

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.

19. Applicable Laws and Regulations

19.1. Contract Shall be Construed According to the Laws of the State of Missouri

Contract shall be construed according to the laws of the State of Missouri. In the event of any litigation arising hereunder, the parties agree that venue shall be proper only in the State Circuit Court for Greene County, Missouri. The Contractor shall comply with all

local, state, and federal laws and regulations related to the performance of this contract to the extent that the same may be applicable.

19.2. Contract Must Comply with the Constitution or Laws of the State of Missouri

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 this contract shall remain in force between the parties unless terminated by consent of both the Contractor and the University.

19.3. Contractor Must Be in Good Standing

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.

19.4. Contractor Must File and Pay All Taxes

The Contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

6.0 AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office Held)

Sworn on my oath, affirm _____ is enrolled and will continue to
(Company Name)

participate in a federal work authorization program in respect to employees that will
work in connection with the contracted services related to _____ for
(Bid Number/Service)

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
(Company Name)

person who is an unauthorized alien in connection with the contracted services related
to _____ for the duration of the contract, if awarded.
(Proposal Number/Service)

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 of Person with Authority

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, State of

_____, and my commission expires on _____.
(Name of State) (Date)

Signature of Notary

(Date)

7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT

The contractor certifies that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Requirement applies to contracts to acquire or dispose of services, supplies, information technology, or construction, but does not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00), or to contractors with fewer than ten (10) employees. See <https://revisor.mo.gov/main/OneSection.aspx?section=34.600>.

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 of Person with Authority

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, State of

_____, and my commission expires on _____.
(Name of State) (Date)

Signature of Notary
End of Solicitation

Date