



The Board of Governors of Missouri State University
 Office of Procurement Services
 901 South National Avenue
 Springfield, MO 65897
 Telephone: 417.836.5260

REQUEST FOR PROPOSAL (RFP) 8222-21

August 21, 2023

STUDENT SUCCESS PLATFORM

**Contract Period: From Date of Contract Award for Three (3) Years
 One Optional One-Year Renewal**

This document constitutes a request for **SEALED** proposals from qualified contractors to provide a Student Success Platform 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, September 21, 2023

John Banion E-mail: JBanion@missouristate.edu Telephone: 417.836.5356

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

Either occurrence, shall be agreed by the parties as forming a binding contract pursuant to the terms of the RFP set forth herein. Contractor agrees that, subject to the terms of this RFP, any exceptions to the RFP, 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 Number:	
Accepted by the Missouri State University as Follows: In its entirety.			
BUYER	DATE	DIRECTOR	

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

This document constitutes a request for competitive, sealed proposals from qualified Contractors to provide responses as specified herein for Missouri State University (also referred to herein as the University) for the purpose of assisting the University with student success platform services, in accordance with the terms and conditions set forth in this Request for Proposal.

2. Organization

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

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LINK – Vendor Registration Form, Service Code SE704

<https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf>.

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 bidders regarding the RFP/RFQ/RFI and the procurement process must be directed to the Buyer identified on the first page of the RFP/RFQ/RFI.

Contractors are assumed to understand the RFP/RFQ/RFI and to have accepted all terms upon signature. Any questions regarding the RFP/RFQ/RFI must be submitted in writing.

Written questions should be directed to the Office of Procurement Services to the attention of John Banion, JBanion@missouristate.edu, and should be received no later than **August 22, 2023, at 5:00 p.m.**

The University will review questions submitted by the Contractor and, determine whether or not a response is warranted.

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 Quotation:

Deadline for Questions	August 29, Tuesday	2023
Deadline for RFP Response	September 21, Thursday	2023
Award Decision, Approximate	March	2024

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 Bid Prior to Proposed Close Time.

The Contractor may modify or withdraw a submitted bid prior to the Proposed Close Date and Time by providing the University with adequate notice. For purposes of withdrawing or modifying 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 Project Requirements

The Contractor shall provide a student success platform as specified herein in accordance with the terms and conditions of this Request for Proposal.

1.1 Purpose of Procurement

The purpose of the Request for Proposal (RFP) is to solicit proposals from firms for a student success platform.

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 Usage

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 Master Service Agreement Provided if Applicable

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.

1.4 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 admission, 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 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.

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 satisfactorily provide this information will result in Contractor's exclusion from consideration.

2. Scope of Service

Missouri State University is soliciting proposals for a student success platform. The purpose of this Request for Proposal is to establish a contract for a student success platform for Missouri State University throughout the effective period of the contract. There is no guarantee as to the amount of the Contractor's services which may be required under the terms of the contract.

2.1 Purpose

The University seeks a student success platform to identify, communicate with, and record interactions for students to promote persistence to degree completion. Our goal is to improve retention and completion rates by understanding the factors that impede student success. We have a custom-built system currently supported by a Title III grant, but it does not have the features or capacity to initiate campus wide integration. A large-scale student platform should allow staff and faculty to collaborate on assisting students with their specific needs by documenting, evaluating, and sharing their information in one place. The impact of this system should be improved responsiveness to student holistic needs and ultimately their retention and persistence to graduation.

The University is comprised of two campuses that each maintain district instances of Ellucian's Banner system. Most modules are used at Springfield, and two (Student and Financial Aid modules) on the West Plains campus. Focus is currently for the Springfield campus, but ideally the solution would serve all University student/advisors. Explain the opportunities/limitations and any potential additional costs associated with using the system for both Springfield and West Plains' campuses.

Key Features:

1. Describe the key features of your system and how they support student success. Address the following items and include additional features supported.

- a. Two-way texting capabilities between staff, faculty, and students, including live and scheduled messages filtered by student type and other identifiers.
- b. Predictive analytics for identifying student factors that put them at risk of not persisting to graduation.
- c. Notes about student interactions that can be shared between staff and faculty based on permissions.
- d. Regular reports for supervisors to identify actions taken by staff and their relative impact on student persistence.
- e. Capability of integrating LMS data, student survey data, and other indicators of success to enhance predictive ability.
- f. Alert indicator that faculty and staff can raise on any student they see as being at risk of not persisting.

Section 2.1 General Questions:

1. What differentiates you from your competitors and what are some of the best features of your product?
2. What do your customers report as being the most useful aspect of your system? How have they used your software to increase student success?
3. What features are on the roadmap for future development?
4. What size/type of institution are the typical customers using your system?
5. What is the key to success with your system? (Is it buy-in from the institution? Is it technical support?...)
6. What are other modules or 3rd party software should we use in concert with your system to get the most benefit?
7. What is your retention rate of customers?
8. Is your software available on any contracts that we could use to expedite the purchase?

Section 2.1 Technical Questions:

1. Do you offer implementation services to set up integrations with our SIS and other systems?
2. List consulting companies who specialize in implementing your software.
3. Describe the reporting that is built into your system and what our options are for creating additional reports.
4. What are the options for integrating this software with custom software we are using?
5. Is your software available as SaaS?
6. Does it support SAML for SSO?
7. Can you provide a HECVAT and VPAT?
8. Is the system accessible to those who use assistive technology?
9. How many clients do you have that are using Ellucian Banner as their SIS?
10. Describe how our data is accessed by your system.

11. Describe the interfaces between your system and our SIS and other systems.

12. Is your system set up to use Ellucian's Ethos for data access? How does that benefit new clients during implementation?

2.2 Security of Organization-Provided Data

The Contractor will only use Organization-Provided Data (O-P Data) as needed to carry out this contract. The Contractor will take reasonable steps to secure and safeguard O-P Data, in no case treating such information with less rigor than the Contractor's own.

3. References

Provide three (3) client references including client name, contact personnel, address, and telephone number for clients whom you are currently providing similar services.

4. 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.

5. Accessibility Standards and Compliance

5.1 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.

5.2 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.

5.3 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..

6. Additional Information Technology Requirements

6.1 Sandbox System

Contractor must provide the University with Sandbox.

6.2 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.

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 John Banion at JBanion@missouristate.edu, or 417.836.5356. Contractors may not contact other employees of the University concerning this procurement.

3. Submission of Responses

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. **E-mail and facsimile transmissions are NOT acceptable responses to this Request for Proposal/Request for Quotation/Request for Information.**

The sealed envelope or package containing a response should be clearly marked with the official RFP/RFQ/RFI number and the Response Close Date. Proposals 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 Vendor Registration Form and Substitute W-9

The Vendor Registration Form should be completed and included with the response after the Affidavit of Work Authorization. A copy of this Form is available at www.apps.missouristate.edu/financialservices/forms. The commodity/service code to be entered on the form is [Insert appropriate commodity/service code]. A W-9 should be attached.

3.5 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 Office of Procurement Services also requests an electronic version be provided via PDF file.

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

3.7 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.

3.8 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, proposals will be accepted until 3:00 p.m. the next official work day 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 bids and to waive any minor informality or irregularity in bids 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 Proposal Response Evaluation

A contract award resulting from this request shall be made following the evaluation of all responses which are responsive to the this 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.

Responses will be evaluated according to the evaluation criteria stated below:

- Cost – 40%
- Accessibility & Accessibility Compliance – 25%
- Operating Approach & Method of Performance – 20%
- Experience & Reliability – 15%

9. Pricing Requirements/Cost Evaluation

9.1 An itemization of cost of services which includes a firm amount.

10. Experience and Reliability

10.1 Experience

The experience and reliability of the Contractor's organization will be considered in the evaluation process. Therefore, the Contractor should submit any information in conducting services which documents successful and reliable experience in providing past work, especially for those engagements that are considered comparable to the requirements of this Request for Proposal/Request for Quotation/Request for Information.

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

10.1.1 History and Market Position of the Company

A summary of the history and market position of the company and its organizational structure, including the number and composition of the staff. Include the number of years in business, client volume, areas of service and expertise.

10.1.2 Administrative Personnel Assigned to University Account

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

10.1.3 Uniqueness of the Company

Explanation of what makes the company unique and different from others in the industry.

10.1.4 Financial Standing of Company

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

10.1.5 Experience with Comparable Projects

Evidence of a proven ability to successfully handle an account similar in size and scope to that of Missouri State University

10.1.6 Similar Accounts

Evidence of a proven ability to successfully handle an account similar in size and scope to that of University. Such evidence needs to include an example of service to a University that is comparable in size and scope to the services for which the Contractor is proposing to provide services, or that is in the same geographic region as Missouri State University.

10.1.7 References

References indicating where the organization has provided similar services for a large organization or 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).

10.1.8 Data Addressing Customer Satisfaction Upon Completion of Services

11. Operating Approach/Method of Performance

11.1 Plan for Performing the Requirements Contained in the Request for Proposal/Request for Quotation/Request for Information

Evaluation of responses will be based on the Contractor's plan for performing the requirements contained in this Request for Proposal/Request for Quotation/Request for Information.

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

4.0 PRICING PAGE

The Contractor must provide pricing information as requested herein for the Student Success Platform with this Request for Proposal.

Contractor must provide firm, fixed, pricing to provide a contract database to Missouri State University in accordance with the terms, conditions, and provisions of this Request for Proposal:

1. Fees, Firm, Fixed

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

1.1 Price – Per Year for the Initial Three-Year Period

Per Year Price for the Contract Database for the Initial Three-Year Period

1.2 Price – Total for the Initial Three-Year Period

Total Price for the Contract Database for the Initial Three-Year Period

1.3 Price – One Optional One-Year Renewal

Total Price for the Contract Database for the Optional One-Year Renewal

2. Payment Terms

State the payment terms that apply to the above. University payment terms are net 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 Proposal.

Organization Name _____ **Title** _____

Authorized Signature _____ **Date** _____

3. Invoicing

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

3.2 Invoices must be directed to the University's Office of Procurement Services and must include the contract number or purchase order, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.

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

3.4 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

The original contract period shall be from the date of contract award for a three (3) year period. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period. The University shall have the right, at its sole option, to renew the contract for one (1) additional one-year period, or part thereof. In the event the contract is renewed, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

2. Contract Pricing

All prices quoted by the Contractor shall be firm and fixed. The University shall neither pay nor be liable for any costs not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum percentage of increase stated in the contract 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 Office of Procurement Services, 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 understand 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

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 this 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, Board of Governors, officers, 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, 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:

<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=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.) the identification of a person designated to handle affirmative action; c.) the establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline; d.) the exclusion of discrimination from all collective bargaining agreements; and e.) performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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.
(Bid Number/Service)

In Affirmation therof, 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

Date