



## REQUEST FOR PROPOSAL (RFP) 8435-25

October 28, 2025

### Legal Technical Assistance for Small Businesses

Contract Period: January 15, 2026, through September 30, 2027

This document constitutes a request for **SEALED** responses from qualified contractors to provide Legal Technical Assistance 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 Tuesday, November 25, 2025**

Michael Wills E-mail: [mikewills@missouristate.edu](mailto:mikewills@missouristate.edu) Telephone: 417.836.6583

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 on 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
<b>For University Use Only:</b>		<b>Contract Number:</b>	
Accepted by the Missouri State University as Follows: In its entirety.			
Printed Name and Title	Authorized Signature		Date
Michael Wills, Director of Procurement Services			

## **1.0 INTRODUCTION AND GENERAL INFORMATION**

### **1.1. Introduction**

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

### **1.2. 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, Journagan Ranch in Douglas County, Baker's Acres and Observatory near Marshfield, 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 Alexandria, Virginia.

efactory is Missouri State University's Center for Business & Economic Development. Since 2013, we have delivered nationally recognized programs directly accelerating business creation, innovation, and growth. We're proud to be the go-to resource for business support and talent development solutions. We see a future where innovative businesses create a ripple effect of high-wage job growth, community prosperity, and a shared success story for all. Our mission is to facilitate the successful growth and development of regional businesses, leveraging education to develop our community, and support a vibrant economic ecosystem. Community is who we are. Forward is where we're going. Our programs ignite the power of innovation to transform individuals & businesses, & expand opportunities.

The Missouri Small Business Development Center (SBDC) at Missouri State University is the premier resource for growing and developing businesses. We accelerate Missouri's economy by offering programs to support business owners. We do this through coaching, training and technical assistance. The program serves 15 counties in southwest Missouri, with offices located in Springfield and West Plains, MO. The Missouri SBDC is funded in part through a Cooperative Agreement with the U.S. Small Business Administration by an

equal amount of federal and non-federal funds and the University of Missouri Extension. This network is designed to help businesses in every stage from concept to start-up, growth to renewal, maturity to succession.

Building on the success of the Southern Missouri Innovation Network (Innovate SOMO), Network Leads efactory and codefi recently announced the statewide expansion of the Show-Me Network, a new initiative ready to reshape the future for small businesses, tech companies, innovators, and the communities they serve. The Show-Me Network is designed to establish and support local “connectors” – community-based organizations that serve as champions for entrepreneurs and innovators. These partners deliver tailored programming, share resources, and help businesses access the support they need to start and grow while staying rooted in their communities. Through this collaboration and funding from the Missouri Technical Assistance (MOTA) grant program awarded by the Missouri Department of Economic Development (DED), State Small Business Credit Initiative (SSBCI) Technical Assistance Grant funds, the Show-Me Network has increased efforts to support small businesses and startups by offering enhanced technical assistance and referrals to funding opportunities. The expanded program will help entrepreneurs access critical resources that enable growth and expansion. The MOTA grant supports the SSBCI Capital program by preparing startups and small businesses to apply for IDEA Funds, administered by the Missouri Technology Corporation (MTC), and IgniteMO, administered by Justine PETERSEN.

### **1.3. Organization**

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

<b><u>1.0 INTRODUCTION AND GENERAL INFORMATION .....</u></b>	<b><u>2</u></b>
<b><u>2.0 SCOPE OF SERVICE .....</u></b>	<b><u>5</u></b>
<b><u>3.0 RESPONSE SUBMISSION INFORMATION .....</u></b>	<b><u>11</u></b>
<b><u>4.0 PRICING PAGE .....</u></b>	<b><u>16</u></b>
<b><u>5.0 GENERAL TERMS AND CONDITIONS .....</u></b>	<b><u>17</u></b>
<b><u>6.0 AFFIDAVIT OF WORK AUTHORIZATION .....</u></b>	<b><u>26</u></b>
<b><u>7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT .....</u></b>	<b><u>27</u></b>

**LINK – VENDOR REGISTRATION FORM – SERVICE CODE SE250**

#### **1.4. Questions**

It is the Contractor's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Procurement Services if any language, specifications, or requirements of the RFP appear to inadvertently restrict or limit the requirements of the RFP to a single source.

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

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

Written questions should be directed to the Office of Procurement Services to the attention of Michael Wills, [mikewills@missouristate.edu](mailto:mikewills@missouristate.edu), and should be received no later than **Friday, November 7, 2025, at 12:00 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.

#### **1.5. Timetable**

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

<b>Deadline for Questions</b>	<b>November 7, Friday</b>	<b>2025</b>
<b>Deadline for RFP Response</b>	<b>November 25, Tuesday</b>	<b>2025</b>
<b>Award Decision, Approximate</b>	<b>December</b>	<b>2025</b>

#### **1.6. Right to Modify or Cancel**

##### **1.6.1 University's Right to Modify or Cancel**

The University reserves the right to officially modify or cancel the RFP 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.

##### **1.6.2 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 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 SERVICE**

### **2.1. General Requirements**

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish one (1) contract through competitive negotiations with a qualified organization or individual to develop, manage, and provide tailored technical assistance in legal services to small businesses eligible under the U.S. Department of the Treasury's State Small Business Credit Initiative (SSBCI) 2.0 Technical Assistance (TA) Program.

The selected provider will be responsible for offering customized legal-related business training and direct one-on-one technical assistance hours. Services must be designed to help small businesses, especially Socially and Economically Disadvantaged Individuals (SEDI)-owned businesses and Very Small Businesses (VSBs), become capital-ready by addressing legal barriers to funding, such as entity formation, contract readiness, regulatory compliance, and documentation required for SSBCI-supported credit and investment programs.

### **2.2. Purpose of Procurement**

This RFP seeks to identify a qualified contractor to:

- Provide legal-focused technical assistance that enables small businesses to reduce legal barriers and improve their readiness to access capital.
- Design and deliver group training courses on topics such as legal structures, entity formation, contract basics, regulatory compliance, and other small business legal considerations.
- Offer one-on-one, customized legal assistance to individual businesses on business formation, corporate governance documents, contract preparation and contract review, licensing requirements, transfer of ownership interests, and other relevant topics.
- Track and report on outcomes in compliance with SSBCI 2.0 and U.S. Treasury requirements.

### **2.3. Definitions**

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

#### **2.3.1. The State Small Business Credit Initiative (SSBCI)**

The State Small Business Credit Initiative (SSBCI) is a nearly \$10 billion program to support small businesses and entrepreneurship in communities across the United States by providing capital and technical assistance to promote small business stability, growth, and success. SSBCI represents a transformational investment in American small businesses and is expected to catalyze up to \$10 of private investment for every \$1 of SSBCI Capital Program funding to increase access to capital to small businesses and entrepreneurs, including those in underserved communities.

### **2.3.2. Legal Services Technical Assistance (TA)**

Eligible legal services provided to an eligible beneficiary under a TA Grant Program award include the following and other services that are like the following:

- Assisting with business formation or adopting corporate governance documents.
- Obtaining registrations, licenses, filings, and certifications are needed.
- Advising on, or preparing documents for, the business to enter into contracts.
- Legal services related to the business obtaining capital from investors, such as the development of financial instruments, investment term sheets, purchase agreements, and shareholder rights agreements.
- Legal services related to a transfer of ownership interests in a business, in the case of employee stock ownership plans (ESOPs).

## **2.4. Alternate Documentation**

### **2.4.1. Master Service Agreement**

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

☐ Yes or ☐ No

### **2.4.2.**

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

☐ Yes or ☐ No

### **2.4.3. 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.

☐ Yes or ☐ No

### **2.4.4. Editable Version of Master Services Agreement**

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

## **2.5. Background and Funding Source**

The SSBCI 2.0 Technical Assistance program was authorized by the American Rescue Plan Act and administered by the U.S. Department of the Treasury. The program supports small businesses with services designed to increase their ability to access capital. This contract is funded through SSBCI 2.0 TA funds and is subject to all applicable federal regulations, including but not limited to:

- SSBCI Capital Program Policy Guidelines (May 2022 and subsequent updates)
- U.S. Treasury Civil Rights Compliance Requirements
- Data and demographic tracking as outlined in SSBCI TA reporting guidance

## **2.6. Scope of Work and Key Activities**

The contractor shall provide services including, but not limited to, the following:

### **a. One-on-One Technical Assistance**

Provide customized one-on-one legal support for participating businesses, including:

- Advising on appropriate business entity formation and assisting with filing
- Reviewing and assisting with contract development and contract review (i.e... vendor agreements, leases, NDAs, etc.
- Assisting with licensing, permitting, and regulatory compliance
- Preparing or reviewing legal documentation required for loan applications
- Advising on other legal issues that help prepare businesses to access capital

### **b. Training and Workshop Development**

Create and deliver a minimum of ten tailored training courses (virtual, in-person, or hybrid) with more than ten participants per training session.

- Topics may include entity types and formation, contract basics, legal compliance for capital access, intellectual property fundamentals, understanding loan/investment documents and other small business legal considerations; training topics must support SSBCI readiness and include an overview of the SSBCI Capital and TA programs.
- Provide training materials, post-session resources, and follow-up support under the one-on-one technical support hours.
- Ensure sessions are accessible and inclusive for SEDI and rural communities.

### c. Data Collection and Reporting

- Utilize Missouri State University's designated training, client intake, and tracking platforms for all SSBCI 2.0 TA activities.
- Record all one-on-one TA hours, including session dates, client names, topics discussed, follow-up actions, and referrals.
- We must list all TA trainings on the designated platform, including session title, date, location, and brief description; for each training, the provider must ensure that all attendees have completed the client intake form and attendance is accurately recorded in the system.
- Referrals to other business support resources, capital programs, lending institutions, etc. must be captured in platform.

#### 2.6.1. Target Population

Services must prioritize:

- Socially and Economically Disadvantaged Individuals (SEDI)-owned businesses
- Very Small Businesses (VSBs) (fewer than 10 employees)
- Rural businesses, startups, minority-owned, and women-owned enterprises

#### 2.6.2. Deliverables

- Minimum of 110 one-on-one technical assistance hours provided
- Minimum of ten group training courses completed with a minimum number of 11 participants per training for a total of at least 110 participants
- Training materials and curriculum documents
- Monthly and quarterly progress and performance reports
- All training and technical assistance provided will be treated in a confidential manner and not shared outside the program unless written consent is obtained
- Documented improvements in legal understanding and readiness to access capital

### **2.7. Compliance and Performance Standards**

The contractor shall:

- Adhere to SSBCI 2.0 and U.S. Treasury guidelines
- Maintain confidentiality and comply with applicable privacy standards
- Participate in required SSBCI TA meetings and evaluation efforts
- Ensure service delivery aligns with federal priorities and nondiscrimination statutes



- Utilize Missouri State University's designated reporting platform, entry of TA services provided will be input into platform within 72 hours after services provided, training programs will be added to the platform at minimum of three weeks prior to training program date, all training participants must sign up through the designated platform, document attendance
- Confirm eligibility prior to providing one-on-one technical assistance; TA services will not be reimbursed if eligible beneficiary status is not confirmed prior to providing services
- Utilize Show-Me Network branding guidelines and materials for promotion of TA services and training

## **2.8. Firm's Qualifications and Requirements**

Firm qualifications include licensed attorney or registered legal firm in good standing with the state of Missouri, demonstrated experience serving small businesses in a consulting or technical assistance capacity, and ability to comply with data collection and federal reporting requirements. Qualified vendors are encouraged to submit a Proposal for providing services as described. All Firms must submit the following information. If the Firm plans to subcontract any of the work described in the specifications, the Firm must respond to all items for each proposed subcontractor. If a Firm plans a joint venture with another company, the Firm shall specify accordingly and respond to all items for each company involved in the joint venture.

Proposals shall be prepared simply and succinctly providing a straightforward, concise description of the Firm's abilities to satisfy the requirement of this request. Emphasis shall be on completeness and clarity of content.

Proposals must include:

1. Cover Letter
2. Firm Overview and Experience
  - Years in business and core services offered
  - Experience working with small businesses, especially VSB or SEDI-owned businesses
  - Bios of key staff, including credentials for Attorney's assigned
3. Approach and Service Delivery Plan for One-on-one consultations
  - Description of client engagement process
  - Plans for outreach across the state of Missouri and working with rural and underserved communities
4. Proposed Training and Delivery Plan
  - Brief description of proposed training topics and format
  - Plans for outreach across the state of Missouri and working with rural and underserved communities

## 5. Compliance and Reporting Capacity

- Approach to track/report required data in Missouri State University's designated online platform
- Internal systems for quality control and data management

## 6. Pricing Proposal

- Hourly rates and/or per-service pricing
- Any available discounts or in-kind contributions

## 7. References

- Three relevant references, including past work with technical assistance or small business clients

<b>Evaluation and Selection Criteria</b>		
<b>Evaluation Factor</b>	<b>Explanation</b>	<b>Points</b>
Qualifications and experience	Demonstrated experience providing legal services to small businesses, particularly SEDI-owned and VSBs; clearly articulated an understanding of VSB and SEDI business challenges, experiences, and opportunities.	30
Approach to One-on-One TA	Clear plans to deliver customized support, including business entity formation, contract development, contract review, licensing, regulatory compliance to improve capital readiness; individualized consultation experience.	25
Training Curriculum and Delivery Plan	Quality and accessibility of proposed group training, workshops, and educational materials.	25
Capacity and Staffing	Availability of qualified personnel, proposed staffing plan, and readiness to provide services statewide.	15
Understanding of SSBCI Requirements	Familiarity with Treasury guidelines and approach to track/report required data in designated platform.	15
Cost Proposal	Reasonableness and competitiveness of proposed costs or hourly rates.	15
Oral Presentations	Quality, organization, effectiveness, professionalism, and technical knowledge of the information presented.	15
<b>Total Points Available</b>		<b>140</b>

Cost proposal point calculation = lowest responsive offeror's cost/each offeror's cost x available award points

## **2.9. Accessibility**

The Project, at delivery, must be compliant with the Accessibility Standards set forth in this RFP. 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.

## **2.10 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 including, but not limited to, WCAG 2.0 AA, the Rehabilitation Act of 1973, and the MO State IT Accessibility Standards.

## **3.0 RESPONSE SUBMISSION INFORMATION**

### **3.1. 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).

### **3.2. Contractors' Contact**

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

### **3.3. 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.**

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

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

### **3.4. 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.

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.

**The signed page one from the original Request for Proposal 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)
- Email address(es)
- Date
- Authorized signature

### **3.5. 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.**

### **3.6. Affidavit of Work Authorization**

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

### **3.7. 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 W-9 should be attached.

### **3.8. Copies of Responses**

The Contractor is requested to submit, **via hard-copy**, an original signature response and one (1) complete copy of the original signature response, for a **total of two (2) complete hard-copy responses.**

### **3.9. Specifications and Requirements**

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

### **3.10. Compliance with Specifications and Requirements**

Proposals lacking any written indication of intent to offer an alternate brand or to take an exception shall be in full compliance with the specifications and requirements of the RFP.

### **3.11. Prices**

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.

### **3.12. Proposal/Bid Opening**

#### **3.12.1. 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.

#### **3.12.2. 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. on the next official workday and will be opened at that time.

#### **3.12.3. 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.

#### **3.12.4. 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 and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

### **3.13. 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.

### **3.14. 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.

### **3.15. 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.

### **3.16. 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.

- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with potentially acceptable responses.
- 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.

### **3.17. 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 to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the response.

**3.18. 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.

**3.19. Conformity with Specifications**

Any deviations from the requirements of this RFP 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.

**3.20. 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.

**3.21. 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 to verify the Contractor's intent.

The University reserves the right to make awards on an item-by-item basis, or on an all or no basis, as applicable, if deemed in the best interests of the University.

**3.22. Response Evaluation**

A contract award resulting from this request shall be made following the evaluation of all responses which are responsive to RFP. 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 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 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 negotiate with the entity with the most favorable proposal as determined by the University.

## **4.0 PRICING PAGE**

### **4.1. Proposal Fees**

It is the desire of the University to secure and accept a proposal that provides all services required under this RFP with a maximum contract amount is \$50,000 for performance period. Pricing Proposal should include hourly rates and/or per-service pricing and any available discounts or in-kind contributions.

### **4.2. 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 Proposal/Request for Quotation/Request for Information.**

Organization Name _____	Title _____
Authorized Signature _____	Date _____

### **4.3. Invoicing**

Payment Will Be Made in Arrears. Invoices should be sent via email to [RachelMunday@MissouriState.edu](mailto:RachelMunday@MissouriState.edu) and should be made out to:

Missouri State University – efactory  
 Attn: Rachel Munday  
 405 N. Jefferson Ave.  
 Springfield, MO 65806

Invoices must include the contract number or purchase order number, item number and contract description of services.

### **4.4. Late Payment Charges**

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



**4.5. Taxes**

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

**5.0 GENERAL TERMS AND CONDITIONS****5.1. Contract Period**

Subject to the University's right to terminate the contract, the contract period will be from the date of contract award through September 30, 2027, as stated on page one of this Request for Proposal. The contract shall not bind, nor purport to bind, the University for any contractual commitment more than the original contract period.

**5.2. 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.

**5.3. Contract Documents**

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

**5.4. 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.

**5.5. 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.

## **5.6. Termination**

### **5.6.1. 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 days prior to the effective date of termination.

### **5.6.2. 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.

### **5.6.3. Lack of Funding**

The SSBCI 2.0 Technical Assistance program was authorized by the American Rescue Plan Act and administered by the U.S. Department of the Treasury. The Missouri Department of Economic Development is the recipient of the SSBCI Technical Assistance program and has awarded Missouri State University the Missouri Technical Assistance Grant (MOTA). The Contractor understands and agrees that funds required to fund this contract are dependent on the U.S. Department of the Treasury and Missouri Department of Economic Development. This contract shall not be binding upon the University for any period in which funds have not been received, and the University shall not be liable for any costs associated with termination caused by lack of funding.

## **5.7. Insurance Requirements**

### **5.7.1. 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.

### **5.7.2. Liability Insurance**

Contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the 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 fully indemnify the University under the laws of the State

of Missouri.

### **5.7.3. 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

### **5.7.4 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

### **5.7.5. 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.** If the insurance coverage is canceled, the University must be notified immediately.

### **5.7.6. Insurance, Other**

The Contractor understands and agrees that the insurance required under the terms of this contract in no way prevents 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.

### **5.8. 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 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.

## **5.9. Indemnification, Contractor**

### **5.9.1 Contractor Obligation to Indemnify**

In addition to Contractor's obligation above in Section 2.10 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.

### **5.9.2 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 because of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under this contract.

## **5.10. Contractor Liability**

The Contractor shall be responsible for 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 because of any negligent act or omission committed by the University.

**5.11. Warranty****5.11.1. 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, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**5.11.2. 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.

**5.12. Delivery, Inspection, and Acceptance****5.12.1 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.

**5.12.2 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.

**5.12.3 Rejection of Defective Equipment, Supplies, and/or Services**

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

**5.12.4 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.

**5.12.5. 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.

**5.13. Contractor Status**

The Contractor represents himself or herself to be an Independent Contractor offering such services to the 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.

**5.14. 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.

**5.15. 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.

**5.16. Waiver****5.16.1 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.

**5.16.2 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.

### **5.17. 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:  
<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.

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.

### **5.18. Non-Discrimination**

#### **5.18.1. 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.

### **5.18.2. 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.

### **5.18.3. 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.

## **5.19. Requirements for Prime Contractors and Subcontractors**

### **5.19.1. 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.

### **5.19.2. Facilities**

Facilities provided for employees must be provided in such a manner that segregation based on race, color, religion, or national origin cannot result.

## **5.20. Applicable Laws and Regulations**

### **5.20.1. 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.



**5.20.2. 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.

**5.20.3. Contractor Must Be in Good Standing**

Contractors 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.

**5.20.4. 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

\_\_\_\_\_  
Date