



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

**REQUEST FOR PROPOSAL (RFP) 8481-08**

**May 11, 2026**

**Constituent Engagement Platform**

**Contract Period: From Date of Contract Award for Three (3) Years  
 and One (1) University Optional One-Year Renewal**

This document constitutes a request for a **sealed** proposal (an original signature proposal and an electronic version of the proposal via flash drive/USB device) from qualified Contractors to provide a **Constituent Engagement Platform** for The Board of Governors of Missouri State University (Missouri State University or University) as specified herein, in accordance with the requirements, terms and conditions of this RFP.

**Date and Time Returnable: June 8, 2026, 3:00 p.m. CST**

Tanya Smith, [tanyasmith@missouristate.edu](mailto:tanyasmith@missouristate.edu), Direct 417-836-4414

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
<b>For University Use Only:</b>		<b>Contract Number:</b>	
Buyer	Director	Date	

## 1.0 INTRODUCTION AND GENERAL INFORMATION

### 1. Introduction

This document constitutes a request for competitive sealed proposals from qualified individuals and organizations (hereinafter Contractor) to provide a **Constituent Engagement Platform** in accordance with the scope of work, requirements, terms and conditions, and information set forth in this Request for Proposal.

### 2. Organization

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

- 1.0 INTRODUCTION AND GENERAL INFORMATION
- 2.0 SCOPE OF WORK
- 3.0 PROPOSAL SUBMISSION INFORMATION
- 4.0 PRICING PAGE
- 5.0 GENERAL TERMS AND CONDITIONS
- 6.0 AFFIDAVIT OF WORK AUTHORIZATION
- 7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT

### 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 appear to inadvertently restrict or limit the requirements of the RFP to a single source.

Any and all communication from bidders regarding the RFP and the procurement process must be directed to the Buyer 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 Tanya Smith, [tanyasmith@missouristate.edu](mailto:tanyasmith@missouristate.edu), and must be received no later than May 26, 2026.**

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

#### **4. Timetable**

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

- **RFP release: May 11, 2026**
- **Questions due: May 26, 2026**
- **Proposal submission deadline: June 8, 2026, 3:00 p.m. CST**
- **Finalist presentations and interviews: July 20-August 3, 2026**
- **Reference checks: August 3-17, 2026**
- **Vendor selection: On or after August 24, 2026**
- **Project kickoff/contract start date: October 5, 2026**

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

5.1 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 Procurement Office.

5.2 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 modify a bid adequate notice can be achieved in one of the following ways: (1) by signed, written notice received by the University's Procurement Office prior to the Proposal Close Date or (2) in person notification by the Contractor or its authorized representative, provided proper identification is presented before the Bid Close Date and Time. Telephone requests to withdraw or modify a proposal will not be honored. 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 **Constituent Engagement Platform** as specified herein in accordance with the terms and conditions of this Request for Proposal.

#### 1.1 Definitions

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

##### 1.1.1 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.

##### 1.1.2 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.

##### 1.1.3 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.

##### 1.1.4 Sandbox

Means a testing environment wherein the University may or may not utilize the features of the Service/Product for the purposes of testing the Service/Product for compliance with this RFP.

#### 1.2 Alternative Documentation

##### 1.2.1 Master Service Agreement

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

Yes or  No

### 1.2.2 Services/Products Pursuant to RFP

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

Yes or  No

### 1.2.3 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

### 1.2.4 Editable Version of Master Services Agreement

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

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

Accordingly, all ICT procured by the University must comply with the Accessibility Standards as defined herein.

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

## **2. Introduction**

The Missouri State University Division for University Advancement (UA) invites qualified vendors to submit proposals for a modern constituent engagement platform to replace our current system, Encoura Encompass.

This initiative is a key priority within the University Advancement Strategic Plan and is intended to enhance engagement, communication and data integration capabilities across alumni and donor audiences.

The selected partner will provide a scalable, user-friendly solution that supports long-term growth and aligns with industry best practices in higher education advancement.

## **2.1 Background and Objectives**

The Missouri State Foundation has utilized Encompass as its primary engagement platform for alumni and donor communications. Due to evolving needs, platform limitations and recent ownership changes following Anthology's bankruptcy and product transition to Encoura, the Foundation is seeking a more modern and flexible solution.

### **Project Objectives:**

- Replace Encompass with a contemporary constituent engagement platform
- Improve user experience for both administrators and constituents
- Strengthen communication, segmentation and personalization capabilities
- Establish and support integration with Ellucian CRM Advance
- Support data collection and reporting aligned with CASE Alumni Engagement Metrics, including philanthropic, volunteer, experiential and communication engagement
- Enable more strategic, data-driven decision making across University Advancement
- Migrate existing data to new platform

## **2.2 Scope of Work**

The selected vendor will provide a comprehensive solution that includes implementation, configuration and ongoing support of a constituent engagement platform.

### **Core functional areas:**

- Constituent data management and segmentation
- Email marketing and communication tools
- Event management and registration
- Online giving integration and donor engagement
- Community building and alumni networking features
- Reporting and analytics aligned with engagement metrics
- Integration capabilities with existing systems such as CRM and data warehouses
- Security, compliance, and user access controls

Vendors should clearly outline how their platform meets the functional and technical requirements provided in the accompanying worksheet.

## **2.3 Implementation and Support**

Vendors should propose a detailed implementation plan that includes:

- Project timeline and key milestones
- Data migration approach and risk mitigation
- System configuration and customization options
- Training and onboarding for staff
- Ongoing technical support and account management
- Upgrade and product roadmap information

## **2.4 Proposal Requirements**

Proposals should include the following:

- Company overview: Background, size and relevant experience in higher education
- Platform overview: Description of the proposed solution and key differentiators
- Approach and methodology: Implementation strategy and support model
- Functional alignment: Response to requirements outlined in the provided worksheet
- Project team: Key personnel and relevant experience
- Timeline: Estimated schedule for implementation and launch
- Pricing: Detailed cost structure including licensing, implementation and ongoing fees
- Client references: Examples of similar implementations, preferably in higher education

## **2.5 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.

## **3. Accessibility Standards and Compliance**

### **3.1 This [Project] has been identified as ICT as defined above in Section 1.**

Certify that your Product and/or Services submitted in response to this RFP meets the Accessibility Standards as defined in this RFP: 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.

### **3.2 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. Provide contact information, including email and direct dial telephone numbers information for each individual identified.

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

## **4. Additional Information Technology Requirements**

### **4.1 Sandbox System**

Contractor must provide the University with Sandbox that can be updated and used for testing and training purposes after implementation into a Production environment.

### **4.2 Voluntary Product Accessibility Template (VPAT)**

Vendor should provide University with a current Voluntary Product Accessibility Template (VPAT) for the Product as part of the client's Product RFP 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 PROPOSAL SUBMISSION INFORMATION

#### 1. Open Records Law

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

#### 2. Contractors' Contact

All questions regarding the scope of work, procurement process, et cetera, must be directed to Tanya Smith at [tanyasmith@missouristate.edu](mailto:tanyasmith@missouristate.edu), or 417-836-4414. Contractors may not contact other employees of the University concerning this procurement.

#### 3. Submission of Proposals

Proposals must be priced, signed, **SEALED**, and received in the University's Office of Procurement Services by the closing date and time specified. Any proposal received by the Procurement Office after the exact closing date and time specified will not be opened and will not be evaluated, regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. **E-mail and facsimile transmissions are NOT acceptable responses to this Request for Proposal.**

The sealed envelope or package containing a proposal should be clearly marked with the official RFP number and the Proposal 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.

##### 3.1 Proposal Organization

Proposals 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 proposal.**

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

- Organization name
- Name of individual providing response
- Telephone 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 proposal 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 <https://www.missouristate.edu/FinancialServices/apps/Forms/APVendorRegForm0825.pdf>.

### 3.5 Copies of Proposals

**The Contractor is requested to submit, via hard copy, an original signature proposal and an electronic version of the Proposal via a flash drive / USB device.**

3.6 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.

3.7. 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.

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

## **4. Proposal/Bid Opening**

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

4.3. Bids which are not received by the Procurement Office prior to the Proposal Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late 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 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 proposal, 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 proposer(s), if deemed necessary. The Best and Final Offer generally consists of updated costs and answers to questions that were identified during the proposal's evaluations.

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

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 proposal.

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 proposals.

6.3.3 The University reserves the right to limit negotiations to those proposals 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 Terms, conditions, prices, methodology, or other features of the Contractor's proposal 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 proposal.

## **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 proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.

**7.1 Conformity with Specifications.** Any deviations from the requirements of this RFP must be set forth in detail as part of the proposal. The University may, at its sole discretion, waive minor informalities or irregularities which do not materially affect the overall proposal.

**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 Evaluation**

A contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to this RFP. The comparative assessment of the relative benefits and deficiencies of a proposal in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for its purposes, of any and all proposals.

Deviations from requirements indicated herein must be stated in the proposal 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 proposals 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.

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

<b>Cost</b>	<b>50%</b>
<b>Accessibility &amp; Accessibility Compliance</b>	<b>30%</b>
<b>Operating Approach &amp; Method of Performance</b>	<b>10%</b>
<b>Experience and Reliability</b>	<b>10%</b>

## **9. Pricing Requirements/Cost Evaluation**

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

## **10. Experience and Reliability**

10.1 Experience. The experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror should submit any information in conducting 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.

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's Foundation.

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

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

Evaluation of proposals will be based on the offeror's plan for performing the requirements contained in this Request for Proposal.

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

**4.0 PRICING PAGE**

The Contractor must provide pricing information as requested herein for a **Constituent Engagement Platform** in accordance 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. Firm, Fixed Pricing**

<b>Initial Purchase (Year 1)</b>	
<b>Software</b>	
	\$
	\$
<b>Implementation</b>	
	\$
	\$
<b>Professional Services</b>	
	\$
	\$
<b>Optional / 3rd Party Products/Other Costs</b>	
	\$
<b>Total:</b>	\$

<b>Year 2</b>	
Technical Support, Maintenance, and Upgrades:	\$
Other Annual Expenses:	\$
<b>Total:</b>	\$

<b>Year 3</b>	
Technical Support, Maintenance, and Upgrades:	\$
Other Annual Expenses:	\$
<b>Total:</b>	\$

<b>Year 4 (Optional Renewal)</b>	
Technical Support, Maintenance, and Upgrades:	\$
Other Annual Expenses:	\$
<b>Total:</b>	\$

**2. Payment Terms**

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

\_\_\_\_\_  
Description

**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 Procurement Office and must include the contract number or purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.

3.3. 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

1.1 Original Contract Period. Subject to the University's right to terminate the contract, the original contract period will be **from the date of contract award for three (3) years**, 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 in excess of the original contract period.

1.2 Contract Renewals. The University may exercise **one (1) optional one-year renewal** to the contract.

### 2. Contract Price

All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs which are not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum amount stated in the contract for that period.

### 3. Contract Documents

The contract between the University and the contractor shall consist of the Request for Proposal and any amendments thereto, and the contractor's response to the Request for Proposal (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.

### 4. Amendments to Contract

No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the contractor and the University's Procurement Office and incorporated in a written amendment to the contract approved by the University's Office of Procurement Services prior to the effective date of such modification.

### 5. Conflict of Interest

The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which could create such a conflict.

## 6. Termination

6.1 Termination for Convenience. The University reserves the right to terminate the 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 the contract. If the contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately. If the University cancels the contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.

6.3 Lack of Appropriated Funding. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

## 7. Insurance Requirements

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

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

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

7.2.2 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 the contract. Such policy(ies) shall name the Board of Governors of Missouri State University, its officers and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.

7.4 Insurance, Other. The contractor understands and agrees that the insurance required under the terms of the contract in no way precludes the contractor from carrying such other insurance as may be deemed necessary by the contractor for the operation of the contractor's business or for the benefit of the contractor's employees.

7.5 Immunity. Notwithstanding any other provision of the contract to the contrary, no insurance procured by contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 *et seq.*, MO. REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the , 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.

## **8. Indemnification, Contractor**

8.1 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 the contract.

8.2 The contractor must understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or the contractor's employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.

## **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 the contract. In addition to the liability imposed upon the contractor on account of personal

injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the University, and any agents, 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 the contract. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University.

## **10. Warranty**

10.1. The contractor expressly warrants that [SUBJECT] (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, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

10.2. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of, or payment for, said equipment, supplies, and/or services.

## **11. Delivery, Inspection, and Acceptance**

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

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

11.3. All equipment, supplies, and/or services which do not comply with the RFP/RFQ specifications and/or requirements, or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

11.4. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

11.5. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

## **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 the contract, or at such address as the contractor may have requested in writing.

## **14. Assignments**

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the express prior written consent of the University. Any assignee shall be bound by the terms and conditions of the contract, and the contractor shall require written agreement to such terms and conditions by any assignee. Notwithstanding the foregoing, the contractor understands and agrees that the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

## **15. Waiver**

15.1 Contractor understands and agrees that failure by either the University or the contractor to require performance by the other party of any provision contained herein or in the contractor's proposal shall not be deemed a continuing waiver of such provision, or a waiver of any other provision of the contract.

15.2 No provision in the contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.

## **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:  
<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.

## **17. Non-Discrimination and Affirmative Action**

17.1. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, 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. 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 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. 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. 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. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be

required by law or regulation.

19.4. 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

