



# Missouri State

UNIVERSITY

Board of Governors of MSU  
 Office of Procurement Services  
 901 South National Avenue  
 Springfield, MO 65897  
 Telephone: 417.836.5260  
 Facsimile: 417.836.6583

## REQUEST FOR QUOTATION NUMBER 8151-27

Date: October 14, 2022

### CHARTER AIR TRANSPORTATION SERVICES

This document constitutes a request for **sealed** bids from qualified bidders to provide charter air transportation services in accordance with the requirements, terms and conditions of this Request for Quotation.

**Date and Time Returnable: 3:00 p.m. on October 27, 2022**

Buyer: John Banion E-Mail: [jbanton@missouristate.edu](mailto:jbanton@missouristate.edu) Telephone: 417.836.5356

The bidder hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Missouri State University, or when this document is countersigned by Missouri State University as a binding contract. The bidder further agrees that the language of this document shall govern in the event of a conflict with bidder's quotation.

Company Name		Date	
Mailing Address		Telephone	
City	State Code	Zip	Facsimile
Email			
Printed Name	Authorized Signature	Title	
<b>For University Use Only:</b> Accepted by Missouri State University as Follows:		<b>Contract Number:</b>	
Buyer	Director	Date	

## CONTRACT REQUIREMENTS

1. General Requirements: The successful bidder shall provide charter air transportation services as specified herein for Missouri State University (hereinafter referred to as the University) in accordance with the terms and conditions of this Request for Quotation.
  - 1.1 The successful bidder must provide the required transportation services for one or more of the trips identified herein. Award decision(s) will be announced on or about **November 16, 2022** following approval by the University's Board of Governors. After Board approval, a Contract(s) will be issued and a Purchase Order(s) will follow.
  - 1.2 Charter air transportation services are required for both the Men's and Women's basketball teams as shown on the Pricing Pages of this Request for Quotation.
2. Specific Requirements:
  - 2.1 For the men's basketball team, the successful bidder must provide an airplane which is capable of transporting a minimum of twenty-three (23) passengers for each awarded trip. The successful bidder will be provided with the exact departure time for each awarded trip by the men's basketball office (Michael Collins (303) 324-1659).
  - 2.2 For the women's basketball team, the successful bidder must provide an airplane which is capable of transporting a minimum of twenty-three (23) passengers for each awarded trip. The successful bidder will be provided with the exact departure time for each awarded trip by the women's basketball office (Bianca Webb (334) 750-1318).
  - 2.3 The successful bidder must ensure that all aircraft and the operators of such aircraft are both licensed and insured in accordance with all applicable laws and regulations for the purpose set forth herein.
  - 2.4 The successful bidder must provide to the University's Director of Athletics a copy of the Certificate of Insurance regarding all flights and, prior to each trip, must also provide a copy of the air worthiness certificate for each airplane to be used.
  - 2.5 The successful bidder must **guarantee** quoted prices and aircraft availability for all trips for which a price is quoted herein. *In doing so, the following REQUIREMENTS shall apply: Note: Bidder will be required to certify compliance to these requirements. See RFQ Attachment #1-Representations and Certifications.*
    - 2.5.1 *REQUIREMENT #1: The bidder must SUBMIT written evidence of quotes received from the actual air carrier with its bid! This information must be provided on the air carrier's letterhead and must include price(s), aircraft and availability.*
    - 2.5.2 *REQUIREMENT #2: If for any reason the successful bidder is unable to provide the aircraft when required, the successful bidder shall be responsible for obtaining equivalent air transportation services elsewhere within a time frame acceptable to the University.*

- 2.5.3 *REQUIREMENT #3: If the cost to obtain equivalent air transportation services elsewhere is greater than the price quoted by the successful bidder for the specified trip, the successful bidder shall be assessed the difference between the price quoted and the price paid for equivalent air transportation services.*
- 2.6 The successful bidder understands and agrees that, **unless otherwise specified herein**, all required trips shall originate and terminate at the Springfield-Branson Regional Airport in Springfield, Missouri.
- 2.7 Upon completion of each trip, the successful bidder shall submit an itemized invoice to Missouri State University, Attn: Procurement Office, 901 South National Avenue, Springfield, MO 65897. The successful bidder shall be paid for each trip in accordance with the applicable quoted price. No other payment or reimbursement shall be made.
- 2.7.1 The University's preferred method of payment is upon completion of a trip. The University will remit payment by overnight mail within three (3) days of trip completion.
- 2.7.2 For bidders that require deposits and/or prepayments the following *REQUIREMENTS* shall apply: Note: Bidder will be required to certify to these requirements. See RFQ Attachment #1-Representations/Certifications.
- 2.7.2.1 *REQUIREMENT #1A: The contractor will be required to post a Surety Bond or a Performance Bond for the total value of all deposits and/or pre-payments.*
- OR**
- 2.7.2.2 *REQUIREMENT #1B: All deposits and/or prepayments must be placed in a secure escrow account. A written description of the escrow account process including (name of bank; point-of-contact; phone number; and security measures) must be provided with quote. Note: The University must be convinced beyond a reasonable doubt that the escrow account process is reliable and secure. Short of this, a Surety Bond or Performance Bond will be required!*
- 2.7.2.3 *REQUIREMENT #2: All pre-payments and/or deposits must be returned to the University within thirty (30) days should a trip be cancelled (due to circumstances beyond the control of either party).*
- 2.7.3 **NOTE:** Payment terms will be evaluated and scored.
- 2.8 The successful bidder understands and agrees that the University cannot save and hold

harmless and/or indemnify the successful bidder or the successful bidder's employees against any liability incurred or arising as a result of any activity of the successful bidder or any activity of the successful bidder's employees related to the successful bidder's performance. Therefore, the successful bidder must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its employees, clients, and the general public, against any such loss, damage and/or expense.

- 2.9 The successful bidder shall be responsible for any and all injury or damage as a result of his/her negligence involving any equipment or service provided pursuant to this Request for Quotation.
- 2.10 Employment of Unauthorized Aliens Prohibited: Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. For more information about RSMo 285.530, please visit <http://www.moga.mo.gov/statutes/C200-299/2850000530.HTM>

As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Enrollment in the E-Verify Federal Work Authorization Program is recommended. For more information about the E-Verify process, please visit: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. "Affidavit of Work Authorization", Exhibit A is attached. See Attachment #2.

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

- 2.11 Terms and Conditions: The terms and conditions of the RFQ and attached RFP/RFQ Terms and Conditions (See Attachment #3) shall apply. **NOTE: NO OTHER TERMS AND CONDITIONS WILL BE CONSIDERED OR ACCEPTED. ANY QUOTE OR BID THAT INCLUDES ADDITIONAL AND/OR ALTERNATE TERMS AND CONDITIONS (i.e. Air Charter Agreement) WILL BE DETERMINED NON-RESPONSIVE!**

**BIDDER'S INSTRUCTIONS**

1. **Bidder's Contacts:** Bidder's must direct all questions regarding the requirements of this RFQ to John Banion at (417) 836-5356. Please do not contact other employees of the University concerning this procurement.
2. **Submission of Bids:** Bids must be priced, signed, **SEALED**, and received in the University's Procurement Office by the closing date and time specified. A facsimile transmission is **NOT** an acceptable response to this RFQ.

**PRICING REQUIREMENTS**

1. The bidder is requested to provide a ***firm, fixed total price*** for each of the trips described below. The quoted price must be inclusive of ***all costs (including fuel)*** associated with providing the required services as specified. ***No payment or reimbursement other than that specified herein shall be made.***

**NOTE: Should the bidder provide a quote which includes a fuel surcharge, the following shall apply:**

- 1.1 Bidder Must Use a Fuel Base of **[\$5.00 per gallon]** for this Bid! No exceptions!
- 1.2 Bidder Must Provide methodology or formula for calculating Fuel Surcharges with Bid!
- 1.3 Bidder **MUST** also indicate whether or not a Fuel Refund will apply. If so, methodology or formula for calculating Fuel Refund must also be provided with Bid!

### EVALUATION/AWARD

1. The University reserves the right to make awards on an “Item by Item” basis, or on an “All or None” basis, whichever method is deemed to be in the best interests of the University.
2. Evaluation of Bids: Any contract award resulting from this request shall be made following the evaluation of all bids which are responsive to the terms, conditions, and provisions of the Request for Quotation. The comparative assessment of the relative benefits and deficiencies of the bid 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 bids. Bids will be evaluated according to the evaluation criteria stated below.
  - 2.1.1 Cost/Price
  - 2.1.2 Payment Terms
  - 2.1.3 Experience and Reliability
  - 2.1.4 Other (i.e. Fuel Refund)
3. Payment Terms: Payment terms will be evaluated and scored. See paragraph 2.7, page 3.
4. Experience and Reliability: The experience and reliability of the bidder’s organization will be considered in the evaluation process. Therefore, the bidder is encouraged to submit detailed information which documents successful and reliable experience in past performances which are specifically related to the requirements of this Request for Quotation. The bidder is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the bidder’s experience and reliability.
  - 4.1 The bidder should submit a summary of the history of the bidder’s organization, including the length of time the bidder has been engaged in providing charter air transportation services. The bidder is advised that experience transporting college/university or professional athletic teams is of particular interest.
  - 4.2 The bidder should provide the name, address, and telephone number of at least five (5) colleges, universities and/or professional athletic teams for which the bidder has provided charter air transportation services **within the past year** with requirements similar to those contained herein. The offeror should include the name, title, address, and telephone number of a contact person for each such organization who is knowledgeable about the bidder’s services. Recent experience with other Missouri Valley Conference teams is helpful.
5. Security Bond/Performance Bond: If a Surety Bond or Performance Bond is used to insure deposits and/or prepayments, the contractor must furnish to the University’s Procurement Services Office within thirty (30) days after award of the contract for air transportation services, and prior to the performance of any services required by the contract, a performance bond in the form of (1) an original bond issued by a surety company authorized to do business in the State of Missouri, (2) a certified check, (3) a cashier’s check, or (4) a bank draft. No personal or company checks shall be accepted. The performance bond must be made payable to Missouri State University in the amount of the contract award. The contract number and dates of

performance must be specified in the performance bond. The contractor must maintain the validity and enforcement of the bond throughout the effective period of the contract.

**PRICING PAGE(S)**

**WOMEN'S BASKETBALL TEAM TRAVEL**  
(All Times CST)

	<u>Departure Date</u>	<u>Destination</u>	<u>Return Date</u>	<u>Total Price</u>
Trip 1 (Approx. 2:00 p.m. Departure)	November 23, 2022	Las Vegas, NV	November 27, 2022	\$ _____
Trip 2 (Approx. 3:00 p.m. Departure)	December 3, 2022	Toledo, OH	December 4, 2022	\$ _____
Trip 3 (Approx. 10:30 p.m. Departure from Ft. Worth, TX)	<b>Return Only!</b>	Springfield, MO	December 9, 2022	\$ _____
			<b>(Note: One Way Trip Only!)</b>	
Trip 3 (Approx. 3:00 p.m. Departure)	December 8, 2022	Ft. Worth, TX	December 9, 2022	\$ _____
Trip 4 (Approx. 6:00 p.m. Departure from Nashville, TN)	<b>Return Only!</b>	Springfield, MO	January 19, 2023	\$ _____
			<b>(Note: One Way Trip Only!)</b>	
Trip 5 (Approx. 6:00 p.m. Departure from Cedar Falls, IA)	<b>Return Only!</b>	Springfield, MO	March 4, 2023	\$ _____
			<b>(Note: One Way Trip Only!)</b>	
Trip 6 (Approx. 6:00 p.m. Departure from Moline, IL)	<b>Return Only!</b>	Springfield, MO	March 12, 2023	\$ _____
			<b>(Note: One Way Trip Only!)</b>	

**PRICING PAGE(S) CONTINUE NEXT PAGE**

Identify in the space below the type of aircraft offered and the corresponding seating capacity:

Type of Aircraft: \_\_\_\_\_

Seating Capacity: \_\_\_\_\_ (must not be less than 23 as specified elsewhere herein)

Payment Terms: \_\_\_\_\_

Fuel Surcharges Apply: Yes \_\_\_; No \_\_\_ If Yes, include surcharge calculation methodology with Bid.  
Fuel Refund ALSO Applies: Yes \_\_\_; No \_\_\_ If Yes, include refund calculation methodology w/Bid.

**MEN'S BASKETBALL TEAM TRAVEL**  
(All Times CST)

<u>Departure Date</u>	<u>Destination</u>	<u>Return Date</u>	<u>Total Price</u>
Trip 1 December 27, 2022 (Approx. 4:00 p.m. Departure)	Cedar Falls, IA	December 28, 2022	\$ _____
Trip 2 January 17, 2023 (Approx. 4:00 p.m. Departure)	Des Moines, IA	January 18, 2023	\$ _____
Trip 3 February 11, 2023 (Approx. 4:00 p.m. Departure)	Evansville, IN	<b>Depart Trip Only!</b> <b>(Note: One Way Trip Only!)</b>	\$ _____
Trip 4 <b>Return Only!</b> (Approx. 10:30 p.m. Departure from Peoria, IL)	Springfield, MO	February 15, 2023 <b>(Note: One Way Trip Only!)</b>	\$ _____
Trip 5 February 25, 2023 (Approx. 4:00 p.m. Departure)	Terre Haute, IN	<b>Depart Trip Only!</b> <b>(Note: One Way Trip Only!)</b>	\$ _____

Identify in the space below the type of aircraft offered and the corresponding seating capacity:

Type of Aircraft: \_\_\_\_\_

Seating Capacity: \_\_\_\_\_ (must not be less than 23 as specified elsewhere herein)

Payment Terms: \_\_\_\_\_

Fuel Surcharges Apply: Yes \_\_\_; No \_\_\_ If Yes, include surcharge calculation methodology with Bid.

Fuel Refund ALSO Applies: Yes \_\_\_; No \_\_\_ If Yes, include refund calculation methodology w/Bid.



**REQUIRED SIGN-OFF**

**The bidder hereby certifies that the prices and information provided herein have been provided in accordance with the terms and conditions of the Request for Quotation. Sign below.**

\_\_\_\_\_  
Authorized Signature  
Title

\_\_\_\_\_  
Company Name  
Date

## RFQ Attachment(s):

1. Representations, Certifications, Fuel Surcharge and Other Info for Air Charter Bids,  
2 pages
2. Affidavit of Work Authorization, 1 page
3. RFP/RFQ Terms and Conditions, 4 pages
4. Affidavit of Anti-Discrimination Against Israel Act, 1 page

REPRESENTATIONS, CERTIFICATIONS & FUEL SURCHARGE INFORMATION  
FOR AIR CHARTER BIDS

**NOTE: THIS ATTACHMENT MUST BE COMPLETED, SIGNED, DATED, AND SUBMITTED WITH YOUR BID. FAILURE TO DO SO WILL RESULT IN YOUR BID NOT BEING CONSIDERED!**

**REPRESENTATION** (Check One)

1. Air Carrier \_\_\_\_\_
2. Public Charter Operator \_\_\_\_\_
3. Air Charter Broker \_\_\_\_\_
4. Other \_\_\_\_\_ (Provide explanation)

**CERTIFICATION(S)** (Initial by "Do Comply", "Provided" and/or "Will Comply" and sign below)

- A. You hereby certify that you comply with all applicable Department of Transportation (DOT) and Federal Aviation Administration (FAA) rules and regulations.  
Initial here: Do Comply \_\_\_\_\_ and sign below.
- B. The bidder must SUBMIT written evidence of quotes received from the actual air carrier with its bid! This information must be provided on the air carrier's letterhead and must include price(s), aircraft and availability.  
Initial here: Provided \_\_\_\_\_ and sign below.
- C. If for any reason the successful bidder is unable to provide the aircraft when required, the successful bidder shall be responsible for obtaining equivalent air transportation services elsewhere within a time frame acceptable to the University.  
Initial here: Will Comply \_\_\_\_\_ and sign below.
- D. If the cost to obtain equivalent air transportation services elsewhere is greater than the price quoted by the successful bidder for the specified trip, the successful bidder shall be assessed the difference between the price quoted and the price paid for equivalent air transportation services.  
Initial here: Will Comply \_\_\_\_\_ and sign below.
- E. Please state Payment Terms: \_\_\_\_\_

Note: If payment terms include deposits and/or prepayments, you hereby certify to comply with E-1 or E-2 below:

- E-1 Contractor agrees to post a Surety Bond or a Performance Bond for the total value of all deposits and/or prepayments.  
Initial Here: Will Comply \_\_\_\_\_ and sign below.

OR

REPRESENTATIONS, CERTIFICATIONS & FUEL SURCHARGE INFORMATION  
FOR AIR CHARTER BIDS

E-2 Contractor agrees to place all deposits and/or prepayments in a secure escrow account and SUBMITS written evidence (i.e. name of bank; point-of-contact; phone number; security measures; etc.) which validate reliability and security of escrow account method.

Initial here: Provided \_\_\_\_\_ and sign below.

F. And further, should any trip be cancelled (due to circumstances beyond the control of either party) all applicable prepayments and/or deposits shall be returned to the University within thirty (30) days of trip cancellation.

Initial here: Will Comply \_\_\_\_\_ and sign below

**FUEL SURCHARGE INFORMATION**

**1) For quoting purposes, you MUST USE a Fuel Base of \$5.00 per gallon!**

**2) Method or formula for calculating Fuel Surcharges MUST be provided with Bid!**

**3) Will Fuel Refund also apply? \_\_\_ Yes; \_\_\_ No; If "Yes", method or formula for calculating Fuel Refund MUST also be provided with Bid!**

**ADDITIONAL REPRESENTATION** – Previous Experience with University (Check If Applicable)

1. Have previously provided service to the University \_\_\_ Yes; \_\_\_ No;  
If "Yes", number of year(s) \_\_\_\_; Most recent year of service \_\_\_\_.

2. Have never provided service to the University \_\_\_\_\_

**NOTE: Bidders are required to provide the following information with their bid:**

PROVIDE a minimum of five (5)-University References for whom you have provided charter air transportation services in the past year. Past experience with another Missouri Valley Conference school is desirable/helpful. **Note: Be sure to include a Point-of-Contact and Phone Number for each reference provided so that the University can verify this information!**

**By signing below the bidder certifies that the information provided herein is true, complete, and accurate.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**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 the duration  
(BID NUMBER/SERVICE)  
of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I also affirm  
that \_\_\_\_\_ does not and will not knowingly employ a person who is an  
(COMPANY NAME)  
unauthorized alien in connection with the contracted services related to \_\_\_\_\_  
\_\_\_\_\_ for the duration of the contract, if awarded.  
(BID 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 (person with authority)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS, REQUEST FOR PROPOSAL/QUOTATION (RFP/RFQ)

### I. TERMINOLOGY/DEFINITIONS

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

### II. OPEN COMPETITION/RFP/RFQ DOCUMENT

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

### III. CONFLICT OF INTEREST

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

### IV. PREPARATION OF BIDS/PROPOSALS

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

### V. SUBMISSION OF BIDS/PROPOSALS

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

### VI. QUOTATION/PROPOSAL OPENING

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

### VII. EVALUATION/AWARD

1. An award will be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP/RFQ and (2) is the best proposal, price and other factors considered.

2. The right is reserved, as the interests of the University may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The Procurement Office reserves the right to request written clarification of any portion of the offeror's response if deemed necessary in order to verify the intent of the offeror.
3. The University reserves the right to make awards on an item by item basis, or on an all or none basis, as applicable, if deemed in the best interests of the University.
4. Any award shall be made only by written notification from the Procurement Office. For protest procedures see <http://www.missouristate.edu/procurement/65870.htm>, *Protests*.
5. All bids and associated documentation received on or before the Proposal Close Date and Time will be considered open records pursuant to Section 610.021 RSMo.

#### **VIII. REMEDIES AND RIGHTS**

1. No provision in the contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
2. The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

#### **IX. DELIVERY, INSPECTION, AND ACCEPTANCE**

1. Delivery of equipment, supplies, and/or services must be made no later than the time stated in the contract, or within a reasonable period of time if a specific time is not stated.
2. No equipment, supplies, and/or services received pursuant to the contract shall be deemed accepted until the University has had reasonable opportunity to inspect the same.
3. All equipment, supplies, and/or services which do not comply with the RFP/RFQ specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
4. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
5. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

#### **X. TERMINATION OF CONTRACT**

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

#### **XI. WARRANTY**

1. The contractor expressly warrants that all equipment, supplies, and/or services provided will (1) conform to each and every specification, drawing, sample or other description provided as part of the RFP/RFQ, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
2. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of, or payment for, said equipment, supplies, and/or services.

#### **XII. APPLICABLE LAWS AND REGULATIONS**

1. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
2. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. The balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
3. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be required by law or regulation.
4. The contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

### XIII. INVOICING AND PAYMENT

1. Payment for all equipment, supplies, and/or services required herein will be made in arrears.
2. Invoices must be directed to the Procurement Office and must include the contract number or purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.
3. Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.
4. The University does not pay state or federal taxes unless otherwise required by law or regulation.
5. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to rejection by the University and shall be returned at the contractor's expense.
6. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

### XIV. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

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

**This contractor and 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.**

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

**This contractor and 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.**

### XV. AMERICANS WITH DISABILITIES ACT

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

### XVI. REQUIREMENTS FOR PRIME CONTRACTORS AND SUBCONTRACTORS

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



## **XVII. ACCESSIBILITY OF DIGITAL MATERIALS**

Any contract database delivered under this Request for Proposal will be fully compliant with i) Section 508 of the Rehabilitation Act, the American with Disabilities Act, as amended ("Acts"), and ii) the Web Content Accessibility Guidelines (WCAG) 2.0 AA. Should any portion of a contract database not conform to the aforementioned standards of digital accessibility, offeror agrees to defend, indemnify and hold harmless University, its officers, directors, successors, employees and agents harmless from and against any and all third-party claims, liabilities, obligations, judgement, causes of action, costs and expenses (including reasonable attorneys' fees) ("Claims") against University to the extent such claim(s) is/are based on allegations that the materials are not compliant with the above referenced standards of digital accessibility in i) and ii).

(Revised 6.17)

**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 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