



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

## REQUEST FOR QUOTATION NUMBER 8375-29

Date: April 1, 2025

### 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 April 29, 2025**

Buyer: John Banion E-Mail: [JBanion@MissouriState.edu](mailto:JBanion@MissouriState.edu)

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	Zip Code
		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 (RFQ).
  - 1.1 Charter air transportation services are required for Men's Football (6-Trips) as shown on Pricing Pages of this Request for Quotation.
  - 1.2 The successful bidder must provide the required transportation services for one or more of the trips identified herein. Upon receipt of Board approval, a Contract will be issued. The Contract will be followed by a Purchase Order(s) but not until on or about July 16, 2025 (see 2.5 below for explanation).
2. Specific Requirements:
  - 2.1 Aircraft: The successful bidder must provide a single airplane which is capable of transporting a minimum of one hundred seventy seven (177) passengers plus a maximum of 8,000 pounds of equipment.
  - 2.2 License and Insurance: 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.
  - 2.3 Certificate of Insurance & Air Worthiness: 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 the airplane to be used.
  - 2.4 Condiments: The successful bidder must provide a **snack, bottled water, and bottled Powerade beverage** to each passenger on the **outbound leg** of the trip (from Springfield to the specified destination) and a **snack, bottled water, and bottled Powerade** on the **return leg** of the trip (from the specified destination to Springfield, Missouri). **NOTE: THE COST FOR CONDIMENT(S) MUST BE INCLUDED IN YOUR BID PRICE FOR AIR TRANSPORTATION.**
  - 2.5 Price and Aircraft Availability Guarantee: All of the trip(s) identified herein will be paid for using fiscal year 2026 funds. These funds do not become available to the University until July 2025. Therefore, the University will not be able to issue a purchase order(s) until on or about July 16, 2025. Bidders must guarantee quoted prices and aircraft availability through receipt of the purchase order(s). If determined to be the successful bidder, prices and aircraft availability must be guaranteed throughout provision of the required services.
    - 2.5.1 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 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 at no additional cost within a time frame acceptable to the University.
    - 2.5.3 If the cost to obtain equivalent services elsewhere is greater than the original price quoted by the successful bidder for the specified trip, the successful

bidder shall be responsible for the difference.

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2.6 Origin of Trips: The successful bidder understands and agrees that required trip shall originate and terminate at the Springfield-Branson Regional Airport.

2.7 Invoicing and Payment: The University's preferred method of payment is upon completion of a trip. Under this scenario, the successful bidder would submit an itemized invoice to the end user Department at Missouri State University. The successful bidder would be paid for each trip in accordance with the applicable quoted price. No other payment or reimbursement would be made. The University would remit payment by overnight mail within three (3) days of trip completion.

2.7.1 For bidders requiring deposits and/or prepayments the following shall apply:

2.7.1.1 The contractor must post a Surety Bond or Performance Bond for the total value of all deposits and/or prepayments.

OR

2.7.1.2 All deposits and/or prepayments must be placed in a secure escrow account. NOTE: A written description of the escrow process including (name of bank, account information, point-of-contact, phone number, security measures, etc.) must be provided with your quote. The University must be convinced beyond a reasonable doubt that the escrow account method is reliable and secure. Short of this, a Surety Bond or Performance Bond will be required.

2.7.1.3 Finally, the contractor must agree that all such monies shall be returnable to the University should a trip be cancelled (due to circumstances beyond the control of either party) within thirty (30) days of trip cancellation.

2.8 Contractor Liability:

2.8.1 The contractor must agree that the University shall not be responsible for any liability incurred by contractor or its employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor.

2.8.2 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 and conditions 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 from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the University 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.

## 2.9 Insurance:

- 2.9.1 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 aviation/aircraft 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. Such insurance must cover all owned, hired and non-owned aircraft with single limit per occurrence bodily injury/property damage not less than five hundred million dollars (\$500,000,000) with no per seat passenger limitation. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.
- 2.9.2 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.
- 2.9.3 Notwithstanding any other provision of the contract to the contrary, no insurance procured by the successful bidder 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 successful bidder shall cause all policies of insurance related to this RFQ to be endorsed in accord with this subparagraph.

- 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/E-Verify> 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", See Attachment #2 or discriminates against the state of Israel, See Attachment #4.

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:** Attached RFQ Terms and Conditions (3-pages) shall apply. See Attachment #3. **NOTE: THE UNIVERSITY WILL NOT ACCEPT OR SIGN ALTERNATE TERMS AND CONDITIONS (i.e. Charter Agreement). BIDS SUBMITTED WITH ALTERNATE TERMS AND CONDITIONS WILL BE CONSIDERED 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, and mailed to the Office of Procurement Services by the closing date and time specified. A facsimile transmission is **NOT** an acceptable response to this RFQ.

### **PRICING REQUIREMENTS**

The bidder is requested to provide a ***firm, fixed total price*** for each trip. The quoted price should be inclusive of ***all*** costs (***including fuel***) associated with providing the required services as specified.

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

- 1.1 For purposes of Bid, the Bidder must use a Fuel Base of **[\$3.00 per gallon]**!
- 1.2 Methodology or formula for calculating Fuel Surcharges **MUST** be provided with quote.
- 1.3 Bidder **MUST** also indicate if a Fuel Refund will apply. If so, methodology or formula for calculating Fuel Refund must also be provided.

**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 our purposes, of any and all bids. Bids will be evaluated according to the evaluation criteria stated below.
  - 2.1.1 Price/Cost
  - 2.1.2 Payment Terms
  - 2.1.3 Experience and Reliability
  - 2.1.4 Other (i.e. Fuel Surcharge; Fuel Refund; etc.)
3. Payment Terms: Payment terms will be evaluated and scored.
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. Any past experience with other Missouri Valley Conference teams is also helpful and welcome.
5. Surety Bond/Performance Bond: If a Surety Bond or a Performance Bond is being 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 surety bond or 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 surety bond or 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 surety bond or performance bond. The contractor must maintain the validity and enforcement of the bond throughout the effective period of the contract.

**TRIP PRICING (6-Trips)**

**Trip #1 USC (August 29/30, 2025) — Los Angeles, CA**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Friday, August 29, 2025 for Los Angeles, California. Stay overnight in Los Angeles, California.

Play football game on Saturday, August 30, 2025 at (about 1 p.m. local time)\* against University of Southern California.

**Depart** Los Angeles, California, immediately following the football game on Saturday at approximately (6 p.m. local time)\* for return to Springfield, Missouri.

\$\_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change

**Trip #2 Marshall University (September 5/6, 2025) — Huntington, West Virginia**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Friday, September 5, 2025, for Huntington, West Virginia. Stay overnight in Huntington, West Virginia.

Play football game on Saturday, September 6, 2025 at (about 1 p.m. local time)\* against Marshall University.

**Depart** Huntington, West Virginia immediately following the football game on Saturday at (6 p.m. local time)\* for return to Springfield, Missouri.

\$ \_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change



**Trip #3 Middle Tennessee State University (October 7/8, 2025) — Smyrna, Tennessee**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Tuesday, October 7, 2025, for Smyrna, Tennessee. Stay overnight in Smyrna, Tennessee.

Play football game on Wednesday, October 8, 2025 at (about 1 p.m. local time)\* against Middle Tennessee State University.

**Depart** Smyrna, Tennessee immediately following the football game on Wednesday at (6 p.m. local time)\* for return to Springfield, Missouri.

\$\_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change

**Trip #4 New Mexico State University (October 21/22, 2025) — Las Cruces, New Mexico**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Tuesday, October 21, 2025, for El Paso, Texas. Stay overnight in El Paso, Texas.

Play football game on Wednesday, October 22, 2025 at (about 1 p.m. local time)\* against New Mexico State University.

**Depart** El Paso, Texas immediately following the football game on Wednesday at (6 p.m. local time)\* for return to Springfield, Missouri.

\$ \_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change

**Trip #5 Liberty University (November 7/8, 2025) — Lynchburg, Virginia**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Friday, November 7, 2025, for Lynchburg, Virginia. Stay overnight in Lynchburg, Virginia.

Play football game on Saturday, November 8, 2025 at (about 1 p.m. local time)\* against Liberty University.

**Depart** Lynchburg, Virginia immediately following the football game on Saturday at (6 p.m. local time)\* for return to Springfield, Missouri.

\$\_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change

**Trip #6 Kennesaw State University (November 7/8, 2025) — Kennesaw, Georgia**

**Depart** Springfield, Missouri, **NO LATER than 2:00 PM** local time on Friday, November 21, 2025, for Atlanta, Georgia. Stay overnight in Atlanta, Georgia.

Play football game on Saturday, November 22, 2025 at (about 1 p.m. local time)\* against Kennesaw State University.

**Depart** Atlanta, Georgia immediately following the football game on Saturday at (6 p.m. local time)\* for return to Springfield, Missouri.

\$ \_\_\_\_\_ firm, fixed total price per trip

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

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 177 as specified in 2.1, page 2)

\*Tentative time – subject to change

**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	_____ Company Name
_____ Title	_____ Date

**RFQ Attachment(s):**

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

**NOTE: All requested information MUST be provided or your bid will be considered non-responsive.**

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 \$3.00 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