



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

REQUEST FOR PROPOSAL 6027

TITLE: COLLECTION SERVICES

DATE: OCTOBER 31, 2024

BUYER: TANYA STEVENS

EMAIL: tstevens@semo.edu

PHONE: (573) 651-2588

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: NOVEMBER 21, 2024

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

**For USPS/FedEx/UPS, etc.
Proposals must be mailed to:
Purchasing Department**

**Southeast Missouri State University
One University Plaza, Mail Stop 3280
Cape Girardeau, MO 63701**

OR delivered by offeror to:

**Purchasing Department
Academic Hall Room 200F
Normal Avenue
Cape Girardeau, MO 63701**

The notice of award is made subject to availability and appropriation of funds, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY	STATE	ZIP CODE	
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION		PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS	
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

**SOUTHEAST MISSOURI STATE UNIVERSITY
COLLECTION SERVICES
REQUEST FOR PROPOSAL 6027**

TABLE OF CONTENTS

Request for Proposal Cover Sheet page 1

Table of Contents page 2

Introduction and General Informationpage 3

Scope of Work page 5

General Contractual Requirements page 12

Offeror's Information page 16

Attachment 1 – Vendor Business Information

Attachment 2 – Affidavit of Work Authorization

Terms and Conditions (08/27/2019)

**SOUTHEAST MISSOURI STATE UNIVERSITY
COLLECTION SERVICES
REQUEST FOR PROPOSAL 6027**

INTRODUCTION AND GENERAL INFORMATION

Southeast Missouri State University (hereinafter referred to as “University” or “Southeast”) is seeking to obtain proposals from qualified organizations to provide collection services in accordance with the terms and conditions set forth herein.

1. INTRODUCTION

Established in 1873, Southeast Missouri State University is a comprehensive, four-year public university located in Southeast Missouri with satellite locations in Sikeston and Kennett. The University’s main campus is located in Cape Girardeau, Missouri, approximately 120 miles south of St. Louis, Missouri, and 165 miles north of Memphis, Tennessee. Southeast derives its authority from the people of Missouri through the Missouri State Legislature. While serving the region, state, nation, and world, the University maintains a strong commitment to the diverse twenty-four counties of southeast Missouri. As a multi-purpose institution, the University achieves its educational goals through the offering of degree programs and other learning experiences to its varied constituents, including approximately 9,000 undergraduate students and 1,000 graduate students. Additional information can be found on the University web page at www.semo.edu.

2. GENERAL INFORMATION

The Student Financial Services (hereinafter referred to as “SFS”) office is responsible for the University’s account receivable balance and for the collection of delinquent Federal Perkins loans (hereinafter referred to as “accounts”). The University has spent \$22,144.94 for contracted collection services in fiscal year 2023 (July 1, 2023 – June 30, 2024). Prior to placement with a collection agency, the University will perform internal collection attempts for student accounts. Monthly billing statements are sent and a series of two (2) letters requesting payment and offering special payment arrangements. If the student does not make contact after the second letter (Final Notice), the account is placed with a collection agency.

It is normal procedure for Southeast to place student accounts and Perkins Loan accounts for collection on a continuous basis. Consequently, there is no backlog of accounts. A large number of first placement student accounts will be referred twice a year, in the late fall and late spring. Approximately 275-325 accounts will be included each time. The University refers secondary accounts on an as-needed basis. Other student accounts (accounts with failed special payment agreements) and the Perkins Loan accounts are placed as they become past due. The estimated average balance of accounts by category are as follows:

First Placement (student accounts): \$1,500.00
Second Placement (student accounts): \$1,800.00
First Placement (Perkins Loans): \$4,384.00
Second Placement (Perkins Loans): \$4,385.00

Southeast currently utilizes the following collection agencies: National Credit Management, Inc., Williams and Fudge, Inc., and Reliant Capital Solutions. All current contracts shall remain in place until the accounts are returned to the University and/or collected in full.

Southeast uses Heartland ECSI as its loan management company for the Perkins Loan program. ECSI completes due diligence on the loans as required by the Perkins Loan regulations.

The University does not charge interest on the student accounts. The amount provided at the time of placement is the total amount to be collected. The interest on the Perkins Loans accounts is calculated by Heartland ECSI's SalNet System.

The University currently uses Transact as the electronic payment/credit card processing vendor.

Southeast will pass the cost of collection onto the student borrowers on the A/R side similar to how costs are passed onto students with Perkins Loans. The student borrower will submit an admissions application agreeing to all Southeast Missouri State University policies and procedures, including Financial Liability.

The University will add collections costs to non-federal debt. The University will communicate the collection costs to its vendors by notifying the vendor at the time the account is placed with the agency. It is indicated on each placement if it is a first or second placement, with or without costs.

The annual number and dollar volume for Perkins and student accounts is not readily available.

The fiscal year for the University runs from July 1 through June 30. The University uses the Ellucian Banner administrative software system.

3. The University's anticipated time frame for this project is as follows:
Issue RFP: November 13, 2024
RFP Closing Date: December 4, 2024
Proposal Review and Evaluation Through: December 2024
Contract Period Start Date: January 1, 2025
4. The University anticipates awarding multiple contracts as a result of this Request for Proposal. The initial contract period is anticipated to be January 1, 2025, through December 31, 2025. The University does not guarantee any usage on any contract awarded.
5. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY
COLLECTION SERVICES
REQUEST FOR PROPOSAL 5947**

SCOPE OF WORK

The contractor shall provide collection services that meet or exceed the specifications listed below, and in accordance with all terms and conditions contained in this document.

CONTRACTOR REQUIREMENTS

1. The contractor shall accept for collection all accounts referred by the University without regard to geographical area, amount, or age of the account and shall begin collection activities on each account within 48 hours of placement.
 - 1.1 Accounts which have previously been placed with a different collection agency and subsequently returned to the University are referred to as "second placements" (hereinafter referred to as "seconds"). The University may forward such accounts to the contractor at any time and will identify the accounts as seconds. If forwarded, all seconds will be accepted and worked by the contractor in accordance with all requirements stated herein.
 - 1.2 The contractor must be able to accept placement of accounts via a secure internet site. The University may use Excel, Access, or other software to provide data. The contractor will be authorized to "view only" Perkins loan accounts via the third-party loan management company's website (hereinafter referred to as "ECSI"). All required referral information will be available for view.
 - 1.3 The contractor must be able to send and receive data using a format acceptable to the University.
2. The contractor shall acknowledge all accounts received for collection. Such acknowledgment must be confirmed via a secure website, no later than seven (7) calendar days after the accounts are referred by the University.
3. The contractor shall accomplish the collection procedures in accordance with all applicable Federal and State laws, including but not limited to, rules and regulations established by the Fair Debt Collection Practices Act, Federal Trade Commission, FERPA, the G-L-B Act, and the Telephone Consumer Protection Act (TCPA).
4. The contractor shall comply with all applicable restrictions in Title 26, United States Code, Section 6103(m)(4) and (5) applicable to addresses obtained by the University from the Internal Revenue Service and is financially responsible for any penalties which may be assessed for using the addresses for purposes other than collecting the student loan (Title 26, USC, Section 7213).
5. The contractor shall use its best efforts to achieve maximum recovery of the accounts referred for collection. These efforts will include, but are not limited to, a pre-collection process, telephone calls, mail efforts, and, if required during the collection process, calls to references and/or use of a national credit bureau report in its skip tracing procedures.
6. The contractor shall at all times segregate the University's collection portfolio from the contractor's other clients' portfolio(s) and operating cash.

- 6.1 In addition, the contractor shall not cross match and collect the University's accounts with those of other clients.
7. The contractor shall obtain an accurate balance prior to the payoff of any account. Such can be obtained via the original placement file provided by SFS, or by viewing the Perkins Loan account information available via the ECSI SalNet system.
 - 7.1 The contractor shall be held liable for any inaccurate payoff amount quoted to the debtor. Any deficiency amount must be paid to the University within 30 days. In addition, the University will not be held responsible for commission of such deficiency amounts remitted.
 - 7.2 The contractor must document and date all quotes in the debtor's history.
8. The contractor shall not accept any compromise or settlement for any account without prior written approval from the University.
9. The contractor shall negotiate reasonable and affordable payments with debtors and update such payments at least once yearly.
 - 9.1 The contractor must offer automatic funds withdrawal to the debtor as a means of payment.
 - 9.2 The contractor shall respond to all debtor correspondence within ten calendar (10) days of receipt.
10. The contractor shall not undertake legal proceedings against a debtor to collect an outstanding balance without first receiving written permission from the University. In the event that such action is approved by the University, the contractor shall provide copies of the summons and complaints to the University within fifteen (15) calendar days of the service, as well as quarterly updates on all legal actions and status of the account throughout the litigation process. The contractor shall provide the University with a copy of any judgments obtained within seven (7) calendar days of receiving such.
 - 10.1 The filing of suits and location of assets is permitted for satisfaction of judgments.
11. The contractor shall maintain the University's account on a computerized collection system.
 - 11.1 The contractor must be able to cross match Federal Perkins/NSLDS and receivable accounts for the same debtor and have only one collector working both accounts.
 - 11.2 The contractor shall identify collection costs and collection activities on the database as a separate data element to individual debtors' accounts.
 - 11.3 The contractor shall provide the University with access to the contractor's computer system and all University accounts. The contractor's computer system must provide real-time information regarding all debtor's accounts.
 - 11.4 The University must be able to identify date, amount, and type of payment through the contractor's computer system.
 - 11.5 For Perkins/NSLDS, the contractor must have access to the University's third-party servicer. The current contract is with ECSI.

12. The contractor shall report all student receivable accounts to all major credit bureaus within 30 days following the 30-day validation period.
 - 12.1 The report shall state that the account has been placed for collection, the amount of the debt, and will be removed from the debtor credit file when the account is closed and returned to the University as uncollectible.
 - 12.2 The contractor shall not report Federal Perkins/NSLDS loans to the credit bureaus.
13. The contractor shall notify the University, within ten (10) business days, of any disputes relating to the unpaid balance of a debtor account. If a dispute is discovered to be valid in whole or in part, appropriate credits will be issued by the University to the debtor account. The University will not pay commission on charges cleared through the issuance of credits to the debtors account.
14. The contractor shall not update monthly interest accrual on Federal Perkins/NSLDS loans.
15. The contractor shall reimburse the University for any amount which becomes uncollectible or which is lost due to any act or omission of the contractor. Such acts or omissions may include, but are not limited to, accepting a compromise settlement for less than the total amount due without authorization from the University, acknowledging that a payment constitutes payment in full when in fact the account is not paid in full, failing to update accounts resulting in a court judgment which includes less than the amount due and payable, failing to promptly notify the University of a bankruptcy filing so as to allow the timely filing of a claim or other appropriate response.
16. The contractor shall hold all payments made by check for a minimum of 30 days to ensure the check will clear the debtor's bank prior to making payment to the University. The University will not reimburse the contractor for insufficient checks made payable to the contractor. All funds remitted to the University must be considered "good collected funds".
17. In the event that a Federal Perkins/NSLDS account is resolved or canceled as a result of an approved deferment/cancellation benefit, there will be no fee on the amount of the adjustment.
18. In the event an account(s) is reduced or canceled by the University, the contractor shall provide a detailed itemization of all activities taken to comply with the due diligence requirements of both federal and state laws.
19. The University reserves the right to cancel, recall, or request an account to be returned at any time. All such requests by the University shall be in writing, and the contractor shall acknowledge return of the account in writing to the University and shall deactivate the account on its database. The contractor shall not receive compensation for payment made on the loan or student account on or after the requested close date.
 - 19.1 The contractor agrees to suspend action, either temporarily or permanently, without fee or penalty to the University, or debtor, on any account upon receipt of such notification by the University.
20. The contractor shall promptly notify the University of any bankruptcy notifications received on its accounts. In addition, the contractor shall promptly supply to the University a copy of all bankruptcy notifications, and close and return the account to the Contract Administrator. Under no circumstances will the contractor file a proof of claim on behalf of the University.

21. The contractor shall supply to the University an accurate monthly debtor status/inventory report by the 15th day of each month for all accounts. The report should list the date of the last collection attempt for each account and the results of such.
 - 21.1 All assigned Perkins Loan cohort accounts are to be reported separately from the non-cohort accounts. A debtor status report listing cohort account activity should include the month-end disposition of the account.
22. The contractor shall not retain any account for more than six (6) months from the date of placement unless: (1) promised payments are being made, or (2) the account is in the process of litigation. Close and return of such uncollected accounts must be accomplished automatically by the contractor.
 - 22.1 The contractor shall make available, with each close and return, a statement providing appropriate due diligence information for each account. Due diligence information should include all collection attempts and corresponding dates.
23. The contractor shall obtain a new repayment agreement on Federal Perkins/NSLDS loans that are renegotiated on a monthly installment plan. The contractor shall supply the new repayment agreement to the University within thirty (30) calendar days of its existence.
24. The contractor shall, when an account is closed or when the contract expires or is terminated, return the account(s) within fifteen (15) calendar days of closing, contract expiration, or termination in a media form acceptable to the University.
 - 24.1 The contractor, may, at the sole discretion of the University, be allowed to retain some or all paying accounts after expiration of the final contract renewal option in accordance with the terms specified herein for as long as they remain in paying status.
25. The contractor shall maintain complete and retrievable records of its collection activities, particularly correspondence and telephone contacts with debtor and other parties, payment records, paid-in-full accounts, and closed accounts, for no less than five (5) years following the expiration or termination of the contract. These records shall be made available for inspection by authorized University personnel with or without prior notice.
26. The contractor shall respond to all inquiries on accounts made by the University within one (1) business day. The contractor shall provide copies of all requested documents within three (3) business days after receipt of the request.
 - 26.1 The contractor shall provide copies of debtors' payment checks upon request by the University in a secure and confidential manner.
27. The contractor shall provide any special reports regarding the University's collection portfolio as may be required to comply with audit requirements contracted by federal, state, or third-party auditors or to resolve audit findings when the University is audited.
28. The contractor must be experienced in this field of work, with a minimum of five (5) years' experience in higher education collection, including Federal Perkins/NSLDS loans. All work under the provision of this contract shall be performed by skilled personnel properly trained and supervised and fully qualified for work of this type.
 - 28.1 The contractor shall continually employ a sufficient number of capable and experienced staff who are knowledgeable about debt collections, and the contractor shall have and

maintain adequate facilities and financing to successfully collect the University's portfolio.

- 29. The contractor shall designate a liaison knowledgeable about debt collections, the contractor's system, services, and procedures who shall serve as the University's point of contact for communications and resolution of day to day issues.
- 30. The contractor shall accept for collection checks returned as non-sufficient funds received by the University as payment for departmental receivable accounts (other than student accounts).
- 31. The University shall provide the full name of the debtor, social security number, last known address, last known telephone number, birth date, and amount of charges due. References and/or further detailed information will be supplied by the University, if possible, upon the contractor's request.
 - 31.1 Prior to referring accounts to the contractor, the University shall mail, to the last known address of the debtor, written demand for payment. Each debtor will be informed that failure to pay will cause his/her account to be referred to a collection agency. Contingent collection fees, as mandated by federal regulations or contract, will be added to the account by the University upon referral.
- 32. The University reserves the right to accept payment from the debtor and shall notify the contractor within five (5) business days when such payments are received. The contractor will still receive the appropriate commission if this occurs.
- 33. The contractor shall understand and agree that the University anticipates awarding multiple collection contracts. First and second placements will be made on an alternating basis to the selected contractors. After an initial period of time, placements will be made on a competitive system established by the University and based on the University's assessment of each contractor's quality of service, complaint resolution, business relations, customer service, and net recovery percentage.
- 34. The contractor shall be compensated solely on a contingency fee basis. The commission payment shall be a percentage of total monies collected in accordance with the following:

First Placement	Perkins Loan Accounts		Student Loan Accounts	
	Collection Fee	Litigation Fee	Collection Fee	Litigation Fee
01/01/2025 – 12/31/2025	23%	28%	23%	27%
01/01/2026 – 12/31/2026	23%	28%	23%	27%
01/01/2027 – 12/31/2027	23%	28%	23%	27%
01/01/2028 – 12/31/2028	23%	28%	23%	27%
01/01/2029 – 12/31/2029	23%	28%	23%	27%

Second Placement	Perkins Loan Accounts		Student Loan Accounts	
Contract Period	Collection Fee	Litigation Fee	Collection Fee	Litigation Fee
01/01/2025 – 12/31/2025	28%	28%	25%	27%
01/01/2026 – 12/31/2026	28%	28%	25%	27%
01/01/2027 – 12/31/2027	28%	28%	25%	27%
01/01/2028 – 12/31/2028	28%	28%	25%	27%
01/01/2029 – 12/31/2029	28%	28%	25%	27%

Non-Sufficient Funds		
Contract Period	Collection Fee	Litigation Fee
01/01/2025 – 12/31/2025	25%	27%
01/01/2026 – 12/31/2026	25%	27%
01/01/2027 – 12/31/2027	25%	27%
01/01/2028 – 12/31/2028	25%	27%
01/01/2029 – 12/31/2029	25%	27%

35. The contractor shall remit monthly to the University the gross amount of funds collected on all University accounts, along with an invoice detailing such payments. After verification of the invoice, the University will issue a check to the contractor monthly for services rendered. Any discrepancies on the invoice must be researched by the contractor and, if necessary, be corrected by the contractor.
- 35.1 Any payments received by the contractor which are in excess of that which is due and payable are overpayments and shall be forwarded to the University in full with an explanation that the amount is an overpayment. The contractor shall not be entitled to a collection fee for overpayments and shall not retain any portion of an overpayment.
36. The contractor shall understand and agree that the University shall not pay commissions on the following:
- 36.1 Amounts paid to the contractor prior to acknowledgment and acceptance of the account.
- 36.2 Debtor overpayments that result when a borrower overpays the contractor the amount due on the account.
- 36.3 Direct payments to the University received within 15 calendar days from the date of placement.
- 36.4 Amounts received by the contractor after an account has been closed and returned to the University.
- 36.5 Payments received via the Missouri Debt Tax Offset program.

37. The contractor shall not share in funds collected on accounts as a result of the University's participation in the State on Missouri tax offset program. The University will notify the contractor of any monies received pursuant to the enforcement or offset procedures. The contractor shall not share in funds collected by the University on Federal Perkins/NSLDS accounts under the GI Bill Repayment Programs.
38. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.
39. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
40. Upon receipt of a loan verification certificate from a consolidating lender, the University will request and confirm the collection cost amount with the contractor. This amount will be the amount listed on the loan verification certificate.
41. When a Perkins loan is paid through a consolidation loan, the contractor will invoice the University for the collection cost amount as stated on the loan verification certificate.
42. Offerors may propose rates for additional tasks such as pre-collection services. The University reserves the right to include any additionally proposed services in its evaluation for award.

**SOUTHEAST MISSOURI STATE UNIVERSITY
COLLECTION SERVICES
REQUEST FOR PROPOSAL 6027**

GENERAL CONTRACTUAL REQUIREMENTS

This portion of the RFP pertains to the offerors selected for final contract award (“contractor”).

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which is anticipated to be January 1, 2025, through December 31, 2025. The University shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms and conditions of the original contract shall remain the same and apply during the extension period.
 - 1.1 The contract between the University and the contractor shall consist of: (1) the solicitation and any amendments there to, and (2) the contractor's response to the solicitation. 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 conflict with the applicable requirements stated in the bid solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the bid solicitation shall govern.
 - 1.2 If an extension option is exercised, the contractor shall agree that the fees shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
 - 1.3 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted; the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.
2. All percentages shall be as indicated by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
 - 2.1 Payment for all goods and services required herein shall be made in arrears on a monthly basis. The contractor must submit a monthly itemized invoice. Payment will be made to the name and address identified in the contract as the “contractor”.
 - 2.2 In the event the Scope of Work is revised, additional compensation shall be considered and negotiated at that time. The University may request other professional services not included in the contractor's proposal and may negotiate the related fees for such services with the contractor.
3. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship with the contractor is as established by this contract. The contractor is responsible for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save and

hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide evidence of compliance with these requirements.

4. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.
5. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the scope of work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
6. The contractor shall, within 10 calendar days after the award of the contract, submit a written notification to the University's contract administrator of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed.
7. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University.
 - 7.1 The University reserves the right to have the contractor immediately remove or replace personnel whose performance the University determines to be unsatisfactory. There will be no charge to the University for the contractor's replacement of such personnel while under contract with the University.
8. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or 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. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Governors, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the contractor to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, the University must be notified immediately.
9. 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, including its Board of Governors, agencies, employees, and assigns.

10. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to the contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by the contractor are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University. Upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
11. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or materials prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
12. 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 conflict with the applicable requirements stated in the RFP or the contractor's offer. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.
13. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's services.
14. Upon termination or cancellation of the contract for any reason, the contractor shall agree to continue providing services if requested by the University in accordance with the terms, conditions, and percentages set forth in the contract subject to the conditions stated below:
 - 14.1 The decision to allow any account to remain with the contractor shall be made by the University on a case by case basis at its sole discretion.
 - 14.2 The contractor must obtain the written approval of the University prior to collecting on any account after the termination or cancellation of the contract. The written approval must identify the specific account and contain a date for the termination of collection.
 - 14.3 In the event an account is transferred to another contractor, the contractor shall also agree to furnish all records necessary to ensure continuity and consistency of the collection efforts.
 - 14.4 The contractor shall not accept any new accounts on behalf of the University nor be paid for collection of such accounts if the collection effort is implemented after the termination or cancellation of the contract.
15. Authorized Personnel: The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - 15.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to

believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.

- 15.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 15.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the University the documentation required in the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 15.4 ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION: By submitting and signing a proposal/bid, the contractor certifies that it 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 as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

**SOUTHEAST MISSOURI STATE UNIVERSITY
COLLECTION SERVICES
REQUEST FOR PROPOSAL 6027**

OFFEROR'S INFORMATION

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

1. Southeast currently issues all solicitations via the University's website at: <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently, and it is the offeror's responsibility to ensure that all applicable documents needed to satisfy the requirements of the Request for Proposal and any amendments thereto are included in the proposal package. Additionally, the University will update the website immediately upon contract award.
2. Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
 - 2.1 In addition to the original proposal, the offeror should include one (1) complete paper copy and one (1) complete USB flash drive copy of the proposal for distribution to the appropriate evaluation personnel. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
 - 2.2 Proposal openings are public on RFP closing date and time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at the public opening.
 - 2.3 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
3. Any offeror with questions should contact Tanya Stevens, Buyer. It is preferred that all questions be sent via e-mail to tstevens@semo.edu. The offeror must submit all questions no later than seven (7) calendar days prior to the RFP closing date. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. Inappropriate contacts are grounds for suspension and/or exclusion from this procurement or future procurements.
4. **EVALUATION CRITERIA:** The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the offeror's proposal package.
 - 4.1 Proposed Method of Performance 50%
 - 4.2 Experience and Reliability of Offeror's Organization 30%
 - 4.3 Expertise of Offeror's Personnel 20%

5. **PROPOSED METHOD OF PERFORMANCE:** The offeror should present a written narrative which demonstrates the method or manner by which the offeror proposes to satisfy the requirements of the RFP. The written narrative should be straight forward and limited to facts, solutions to problems, plans of proposed action, and should specifically address each item in the Scope of Work as well as the items listed below.
- 5.1 Experience and knowledge of the Federal Perkins/NSLDS loan program including loan consolidation processes and default cure approaches.
 - 5.2 Method(s) used to remain current with regards to changes in University collection work and Federal loan programs.
 - 5.3 Capability and capacity to handle collections of accounts nationwide and internationally.
 - 5.4 The offeror should submit sample copies of a debtor status/inventory report and a close and return statement.
 - 5.5 The offeror should submit a sample format which provides appropriate due diligence information.
 - 5.6 The offeror should state any additional professional services or incentives which will be provided to the University, especially those offered at no or minimum charge, in addition to fulfilling the Scope of Work.
 - 5.7 The offeror should address the amount of system downtime, and reasons for such over the past two (2) years. Also, the offeror should submit a calendar for processing cutoff dates, and any scheduled downtime of the system over the next twelve (12) months.
 - 5.8 Discuss any mechanisms currently in place that will ensure your system is available during normal business hours on a daily basis.
6. **EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION:** Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.
- 6.1 The offeror should submit at least five (5) references for organizations which are currently utilizing the offeror's services. Specifically, the offeror should submit a minimum of three (3) references of public higher educational institutions of similar scope and complexity as Southeast. Each reference should include organization name and contact person with email address, title, telephone number, and address. The offeror should also provide a brief description of services performed for the references.
 - 6.2 The offeror should submit information for three (3) organizations which recently ceased utilizing the offeror's services. Information should include organization name and contact person with email address, title, telephone number, address, and reason why services were discontinued.
7. **EXPERTISE OF OFFEROR'S PERSONNEL:** The experience and qualifications of the personnel proposed by the offeror to perform the requirements specified herein will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience and qualifications of the staff proposed.

- 7.1 The offeror should include a brief biography of each individual who will have contact with the University and the debtors. Discuss the experience and area of expertise for each individual.
- 7.2 The offeror should discuss employee stability and turnover ratios for the previous twelve (12) months. Specifically, the offeror should address the following:
 - 7.2.1 Discuss ways in which your organization promotes employee growth and professional development.
 - 7.2.2 For the previous twelve (12) months, discuss any staff reductions and why such reductions occurred.
- 7.3 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
8. After an initial screening process, the offeror may be contacted to clarify and verify its proposal and to develop a comprehensive assessment of the proposal. If deemed necessary, a question and answer conference or interview via telephone or web conferencing may be conducted.
9. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
10. **Attachment 1:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 1 with the bid/proposal response. Completion of this Attachment does not affect contract award.
11. **Attachment 2:** Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 2, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 2 must be submitted prior to an award of a contract.
12. The attached Terms and Conditions Request for Proposal (revised 08/27/19) are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of offeror's proposal.

ATTACHMENT 1 VENDOR INFORMATION

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

SECTION I

BUSINESS TYPE

- | | |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri | <input type="checkbox"/> F. Large, Non-Minority, Missouri |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri | <input type="checkbox"/> G. Large, Minority, Non-Missouri |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business |
| <input type="checkbox"/> E. Large, Minority Missouri | <input type="checkbox"/> J. Unable to Classify |

DEFINITIONS:

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

For example: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLED VETERAN STATUS

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

MO Address of Service-Disabled Veteran Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization _____ Sheltered
for the Blind Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____

(or attach a copy of certificate)

Certification Expiration Date: _____

Authorization Signature of Participating Organization
(Organization of the Blind or Sheltered Workshop)

Date

ATTACHMENT 2
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

Authorized Representative’s Name
(Please Print)

Authorized Representative’s Signature

Company Name (if applicable)

Date

ATTACHMENT 2 continued

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

ATTACHMENT 2 continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the University for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

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.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

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

ATTACHMENT 3

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. The requirement applies to contracts to acquire or dispose of services, supplies, information technology, or construction, but does not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00), or to contractors with fewer than ten (10) employees.

See <https://revisor.mo.gov/main/OneSection.aspx?section=34.600>. In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Signature of Person with Authority

Printed Name

Title

Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply:

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed proposal prior to the specified opening date and time.
- c. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- d. **Contract** means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- e. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- j. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
- m. **Shall** has the same meaning as the word must.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

2. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. 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.
- b. 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. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered 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 regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. 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.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Department. Such communication should be received at least seven (7) calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven (7) calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Southeast monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP and any Amendments are available for viewing and printing from the University's website. Registered offerors may be electronically notified of the proposal opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an RFP after issuance. E-mail notification of the amendment or cancellation will not be issued.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges and must be stated FOB destination, unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- h. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. All proposals must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a proposal shall not be honored.

- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto, in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.
- b. Proposals which are not received in the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Under extraordinary circumstances, the Purchasing Department may authorize the opening of a late proposal. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: (1) University offices were closed due to inclement weather conditions or other unforeseen reasons, and (2) postal or courier services were delayed due to labor strikes or unforeseen "Acts of God".

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The University reserves the right to reject any and all proposals. When all proposals are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. The final determination of contract award shall be made by the Purchasing Department.
- n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- o. Any proposal award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and

(4) University's acceptance of the proposal by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.

b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

e. 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 the University's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. DELIVERY

Time is of the essence. Deliveries 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.

11. INSPECTION AND ACCEPTANCE

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

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

c. 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.

d. 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. WARRANTY

a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. 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.

13. CONFLICT OF INTEREST

a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. 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 create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, 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.
- b. The contractor agrees and understands 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. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. 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.

16. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, posted to the University's website, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by 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.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

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

21. EMERGENCIES

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/27/2019