



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

REQUEST FOR PROPOSAL 6020

TITLE: MARKET RESEARCH, BRAND ANALYSIS AND RECOMMENDATIONS

DATE: AUGUST 1, 2024

BUYER: TANYA STEVENS

EMAIL: tstevens@semo.edu

PHONE: (573) 651-2588

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: AUGUST 22, 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
MARKET RESEARCH, BRAND ANALYSIS AND RECOMMENDATIONS
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INTRODUCTION AND BACKGROUND

Established in 1873, Southeast Missouri State University (SEMO or University) is a comprehensive, regional public university with approximately 9,600 students offering 146 bachelor's degree programs, 47 master's degrees programs, and 27 certificate, specialist, and associate degree programs in a mixture of on campus, online, and hybrid. 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.

Additional information can be found on the University web page at www.semo.edu.

RFP and Project Timeline

The University's anticipated time frame for this RFP process and project is as follows:

Issue RFP: August 1, 2024

Proposals Due: August 22, 2024

Evaluation complete and notification of on-site presentations: August 30, 2024

Onsite Presentation Week: September 9, 2024 – September 13, 2024

Contract Award/Notice to Proceed: September 23, 2024

Desired Brand Launch: May 1, 2025

SCOPE OF WORK

Southeast Missouri State University is seeking an experienced, qualified firm to conduct in- depth market research and brand analysis that will lead to a new university positioning statement and brand strategy.

1. Goals and Audiences

Our goal is to enhance perceptions within our target markets and campus constituents and determine our key differentiators and positioning within the current competitive environment. Through this work, SEMO seeks to refine its brand strategy, vision, and values; better define and establish its distinctive attributes; and determine the best way to share the stories of our students and alumni. SEMO needs to communicate its advantages succinctly and in a way that makes it easily understood for both internal and external audiences--a distinctive, unified message centered around the University's brand attributes and threaded throughout programs and modalities (e.g. in person, high schools, online).

While prospective students and their families rank first among target audiences, the SEMO message must also be clearly articulated for and adopted by the University community, including alumni to aid student recruitment, increase visibility, and build alumni pride and engagement.

2. Immediate Priorities

- Research—clearly articulate who SEMO is and the key attributes that set us apart from

competitors to position SEMO for measurable gains in awareness, consideration, and market position. Provide a comprehensive analysis and evaluation of the findings with clear, concise, and compelling recommendations to strengthen overall image, reputation, and awareness to meet enrollment goals for both on campus and online students.

- **Brand Awareness**—Ensure our target markets know SEMO and have top of mind awareness of our key attributes, speaking to the value of not just a college degree but of a SEMO degree, and establishing a cohesive messaging and strategy platform that meets enrollment goals for both on campus and online students and enhances loyalty across constituents.
- **Enrollment**—Recommend strategies and messaging to drive new student enrollment and achieve a consistent number of first-year and transfer undergraduate students while increasing the number of online and graduate students in alignment with the University’s enrollment goals and strategic plan.
- **Internal Messaging**—Create a set of key messages and brand attributes to create positive perceptions that can easily be shared with and believed in by current students, faculty, and staff.

3. Proposal Requirements

Present a proposal that addresses the following components.

- Narrative describing your firm’s history and experience with brand strategy for higher education. Provide information on your proposed team for the project. Specify any services that would be outsourced beyond the agency’s staff
- Overview of your brand development services and philosophies, including primary areas in which you feel you can impact a partner’s brand. Describe the marketing philosophies and best practices you would employ.
- Three examples of successful university research and brand strategy projects that exhibit your creativity, innovation, collaboration, and most importantly measurable success. Share your experience refining and developing brand positioning and strategy with higher education institutions, preferably including a regional public.
- Listing of any clients you are currently or have worked with that may be included in SEMO’s competitor set. (It is understood if for any reason competitor names cannot be disclosed)
- Listing of three client references (institution, name, phone, and email).
- Description of the scope of work as you see it and how you will approach the project, providing an estimated schedule and costs associated with all phases and deliverables.

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GENERAL CONTRACTUAL REQUIREMENTS

This portion of the RFP pertains to the offeror(s) 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 services specified in the Notice of Contract Award.

2. All fees and charges shall be as specifically provided for 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 of which the contractor might have fully informed itself prior to the closing date of the Request for Proposal.
 - 2.1 Payment for all goods and services required herein shall be made after the successful completion of requirements as set forth in the contract and/or subsequent purchase order. The University will consider milestone billing based upon the various tasks required of this project. The contractor shall submit an original invoice. Payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.

 - 2.2 The University reserves the right to request the contractor to provide additional services not outlined herein, including additional visits to campus and/or other professional services. In the event this occurs, compensation will be negotiated at that time.

3. 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 RFP solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP solicitation shall govern.

4. 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 between the University and the contractor is as established by this contract. The contractor acknowledges responsibility 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 to the University evidence of compliance with these requirements.

5. 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 to the University throughout the contract period.

6. 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.

7. 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 material prepared, as required by the contract, shall be released to the public without the prior written consent of 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 Regents, 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 indemnify, defend and hold harmless the Board of Regents of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage or claim, including its attorney's fees.
10. 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 Regents, agencies, employees, and assigns.
11. 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 contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work 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, and that 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, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. 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.

12. 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.
13. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least 30 calendar days prior to the effective date of such termination. Payment would be made for services already rendered.
14. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
15. 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:
 - 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
 - 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
 - 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.

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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, all amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently. Additionally, the University will update the website immediately upon award.
2. Any offeror with questions should contact Tanya Stevens, Buyer at tstevens@semo.edu. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process. 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.
3. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. In addition to the original proposal, the offeror should include one (1) complete, physical copy and one (1) complete USB flash drive copy of the proposal for distribution to the appropriate committee 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.
4. Proposal openings are public on the 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, including prices, shall not be disclosed at the public opening.
5. **EVALUATION PROCESS:** The award of a contract(s) resulting from the RFP shall be based on the best proposal(s) received in accordance with the following evaluation criteria. Proposals will be reviewed and evaluated for the proposal which most closely meets the requirements of the RFP and satisfies the University's needs. Please ensure your proposal addresses all requirements noted on page 4.

The evaluation criteria are further defined in subsequent paragraphs. 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.

5.1 Experience, Approach and Portfolio/References - 70%

5.2 Cost - 30%

6. **EXPERIENCE, APPROACH, AND PORTFOLIO/REFERENCES (70%)**

6.1 Quality of the offeror's proposal

6.2 Offeror's understanding of the scope of work

6.3 Work samples and case studies - The offeror should submit three or four samples of other brand identity analyses and integrated communications plans previously implemented successfully.

6.4 The offeror should present resumes and work history of the team leaders that will perform the work on this project. Please specify the proportion of their time that will be devoted to this project. Also include the specific skills and abilities of any other team members proposed.

6.5 The offeror should provide several references similar to Southeast in size and scope, preferably for projects led by the same team proposed for this RFP. See **ATTACHMENT 1**.

6.6 The offeror should specify how primary research will be conducted (focus groups, phone surveys, web, mobile, etc.).

6.7 The offeror should submit a detailed plan for creating and implementing a successful, high profile brand positioning strategy specific to Southeast.

6.8 Interview/Presentation of final round candidates

7. **COST (30%)**: The offeror must provide total guaranteed not-to-exceed pricing, including all costs associated with market research and brand analysis and all travel expenses incurred for both visits to Southeast's campus. Please list pricing cost for the project (in phases as appropriate) and pricing cost for travel separately. The offeror shall not be entitled to any other form of payment or reimbursement.
8. After initially reviewing all proposals received, the University reserves the right to contact one, some, or all offerors to clarify or verify the proposal(s) and to develop a comprehensive assessment of the proposal(s). The University reserves the right to evaluate the offeror's proposal without requesting any additional information. Failure to submit all-inclusive information may cause an adverse impact on the evaluation of the offeror's proposal.
- 8.1 The University reserves the right to request any missing proposal document if no competitive advantage will be realized.
9. The University intends to request one, some, or all offerors to make a presentation on Southeast's campus on September 9, 2024, to assist the University in developing a comprehensive assessment of the proposal(s). However, the offeror must not assume this will occur, and must therefore present as comprehensive a proposal package as possible.
- 9.1 If the offeror is requested to make a presentation on Southeast's campus, all travel costs will be the responsibility of the offeror.
10. 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.

11. **ATTACHMENT 2** - Vendor Business 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. Therefore, the offeror is requested to complete and return Attachment 2 with the proposal response. Completion of this Attachment does not affect contract award. As a state entity, the University is required to report minority-business and women-business enterprise information to the Office of Administration, Division of Purchasing. Therefore, the offeror is requested to complete and return Attachment 1 with the proposal. Completion of this Attachment does not affect contract award.
12. **ATTACHMENT 3** - 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," 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 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of this Attachment must be submitted prior to an award of a contract.
13. The attached Terms and Conditions, Request for Proposal (revised 08/27/2019), 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 the offeror's proposal.
14. By signature on the Request for Proposal cover sheet, the offeror affirms that all pricing information is submitted in accordance with the terms and conditions of Request for Proposal 5981.
15. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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**ATTACHMENT 1
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 8, item 6.5 of RFP 6020.

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No . _____

Brief Description _____

ATTACHMENT 2 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 3
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 <https://www.e-verify.gov/>.

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 3 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: <https://www.e-verify.gov/>; 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 3 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