

University of Missouri System Supply Chain

BID REQUEST NO.: 17-2211-WJ-C STRATEGIC SOURCING SPECIALIST: Wade A. Jadwin

TITLE: Application of Fertilizer PHONE NO.: (573) 341-4049 ISSUE DATE: February 13, 2017 E-MAIL: iadwinw@mst.edu

RETURN BID NO LATER THAN: FEBRUARY 27, 2017 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS:

Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. **Bids are to be contained in a sealed envelope and** delivered to the following address by the return date and time noted above. FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED.

RETURN BID TO: UM System Supply Chain

1201 North State Street - Suite G5C

Rolla, MO 65409

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

SIGNATURE REQUIRED

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BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

- 1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
- 2. The University reserves the right to reject any and all bids and to waive any informality in bids.
- 3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
- 4. All items bid shall be new unless otherwise specified by the University.
- 5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
- 6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9. Shipments shall be marked as directed on the Purchase Order.
- 10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
- 11. The University will not be responsible for articles or services furnished without a Purchase Order.
- 12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
- 13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
- 15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
- 19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
- 20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
- 21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.
- 22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.
- 23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri, firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

NOTICE TO BIDDERS

University of Missouri System Supply Chain requests bids to **FURNISH AND APPLY FERTILIZER - RFB # 17-2211-WJ-C**, which will be received by the undersigned at the University of Missouri System Supply Chain, G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070 until 2:00 pm, Central Time February 27, 2017. Bids will be opened and identified starting at 2:05 p.m., Central Time.

FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from University of Missouri System Supply Chain at G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070, by phoning 573-341-4049, or online at;

http://www.umsystem.edu/apps/fa/procurement/bids/listview Bids.php

The University reserves the right to waive any informalities in bids and to reject any or all bids.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Wade A. Jadwin, Strategic Sourcing Specialist

University of Missouri System Supply Chain

Dated: February 13, 2017

APPLICATION OF FERTILIZER

The University of Missouri System Supply Chain request bids for applying fertilizer to three (3) separate locations in Novelty and Bethel, Missouri. Application of fertilizer will be dictated by weather and ground conditions.

PRICE:

Prices listed must be all inclusive, including but not limited to shipping/delivery costs to Novelty, Missouri and Bethel, Missouri. The University of Missouri is tax exempt. A tax exemption certificate will be supplied upon request.

DELIVERY:

Application of fertilizer shall be made when weather and ground permit to the following locations;

Greenley Research Center 64399 Greenley Place Novelty, MO 63460

Grace Greenley Farm

No physical address but coordinates are - 39°57'27.33"N, 92°10'39.43"W

Novelty, MO 63460

Ross Jones Farm
No physical address but coordinates are - 39°56'50.71"N, 92° 3'38.94"W
Bethel, MO

An application notification of 24 hours is requested. Please contact Mr. Dana Harder (harderd@missouri.edu) at 660-739-4410 to schedule the delivery.

FREIGHT:

All deliveries shall be made FOB Destination with all freight charges thereto fully included and prepaid. The seller bears and pays the freight charges.

PAYMENT:

All bids are to be submitted on the basis of payment by University check, terms Net 30. Payment shall be made within thirty (30) days after receipt of item, acceptance of item, and receipt of invoice, rendered in duplicate to the address listed on the purchase order. Acceptance of items will be upon verification that all items provided meet or exceed the specification of this bid. The University may withhold payment or make deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of products/services furnished hereunder. Any different payment terms desired by bidder must be clearly stated and may or may not be accepted by the University. A payment schedule may be negotiated with the successful bidder. If

prepayment is required, the Successful Bidder may be required to provide a performance bond or irrevocable letter of credit at no cost to the University for the full amount of prepayment.

ADDITIONAL TERMS:

If Bidder has additional terms and condition which must be considered, a copy of the additional terms and conditions must be included with bid response. The terms and conditions must not be in conflict with any terms and conditions or specifications as listed in this request for bids. The request for bids is the controlling agreement with any additional terms submitted being supplementary. Terms submitted will be reviewed by the University's General Counsel. Both parties must reach agreement on terms and conditions prior to award of a contract. If both parties cannot reach mutual agreement upon terms and conditions, the response may be rejected and the award made to the next low bidder.

AWARD:

Award shall be made on an "all or none" basis to the lowest total bidder for all items combined. However, the University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

All items to be as indicated or approved equal.

Note: The University of Missouri reserves the right to negotiate best and final terms with the respondent selected.

QUESTIONS:

The last day for bidders to submit questions relating to this bid will be February 21, 2017 at 12:00 p.m. CT. Questions should be submitted via e-mail to Wade A. Jadwin – Strategic Sourcing Specialist – jadwinw@mst.edu

Any questions received after the above listed day and time will not be answered.

ADDENDUMS:

It is the responsibility of the bidder to check if an addendum(s) has been posted on the University of Missouri Procurement Services website bid page (see provided link below) while the bid is open. Failure to do so could result in an incomplete bid response being submitted.

http://www.umsystem.edu/apps/fa/procurement/bids/listview Bids.php

INSURANCE: General Insurance Specifications

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance

maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

• **Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- Contract Language

MUST BE ADDED AS ADDITIONAL INSURED TO CERTIFICATE OF INSURANCE

"The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain".

A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification The Contractor agrees to defend, indemnify, and save harmless The Curators of
the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all
loss or expense from any cause of action arising from the Contractor's operations. The contractor
agrees to investigate, handle, respond to and provide defense for and defend against any such

liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

DETAILED SPECIFICATIONS:

The University of Missouri System Supply Chain request bids for the application of fertilizer at three (3) separate locations as listed below.

Please submit bids for Greenley Research Center, Novelty, MO. To be applied when soil and weather conditions permit	Self Applied per Acre	Vendor Applied pe Acre
• 110 Acres of Pasture 30-20-40		
(Urea w/Agrotain, Super U, or Ammonium Nitrate)		
• 100 Acres of Hay 40-40-60		
(Urea w/Agrotain, Super U, or Ammonium Nitrate)		
210 Acres of Anhydrous Ammonia at 170 lbs/N (Corn)		
• 230 Acres of 13-65-115 MAP (Corn & Soy)		
Please submit bids for Ross Jones Farm, Bethel, MO.	Self Applied per	Vendor
To be applied when soil and weather conditions permit	Acre	Applied per
95 Acres of Pasture 30-20-40		
(Urea w/Agrotain, Super U, or Ammonium Nitrate)		
• 40 Acres of Hay 40-40-60		
(Urea w/Agrotain, Super U, or Ammonium Nitrate)		
80 Acres of Anhydrous Ammonia at 170 lbs/N (Corn)		
80 acres of 13-65-115 MAP (Corn & Soy)		
Please submit bids for Grace Greenley Farm, Novelty, MO.	Self Applied per	Vendor
To be applied when soil and weather conditions permit	Acre	Applied pe Acre
35 Acres of Anhydrous Ammonia at 170 lbs/N (Corn)		
• 111 acres of 13-65-115 MAP (Corn & Soy)		
☐BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES THAT ALL CAN BE MET AND THAT ALL REQUESTED INFORMATION IS ACCURA		ED ABOVE
Freight (if applicable): \$		

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and theta ALL applicable boxes.
SMALL BUSINESS CONCERN:YesNo
The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".
WOMAN OWNED BUSINESS (WBE):YesNo
A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.
MINORITY BUSINESS ENTERPRISE (MBE):YesNo
A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.
1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Centra America, South America and the Caribbean Basin only.
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part (N)
A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.
VETERAN BUSINESS ENTERPRISE:YesNo
SERVICE DISABLED VETERAN BUSINESS ENTERPRISE:YesNo
Please include what organization your firm has secured certification from with a certification number and date it expires

MISSOURI FIRM:Yes	_No
A Missouri Firm is defined as an or of business for the transaction of	rganization which has and maintains within the State of Missouri a regular place their business.
BUSINESS TYPE:	
Manufacturer	(M)
Distributor/Wholesaler	(D)
Manufacturer's Representative	(F)
Service	(S)
Retail	(R)
Contractor	(C)
Other	(O)
SOLE PROPRIETORSHIP:Ye	sNo
SUPPLIER'S CERTIFICATION:	
The undersigned hereby certifies t	that the foregoing information is a true and correct statement of the facts and
agrees to abide by the laws of the	State of Missouri and the rules and regulations of the University of Missouri
System now in effect including any	y subsequent revisions thereof. Supplier acknowledges that it is his/her
responsibility to keep the informa	tion current by notifying the University of Missouri of any changes. The supplier
also acknowledges that repeated t	failure to respond to Invitation to Bids may result in removal from the bid lists.
Signature of Person Authoriz	zed to Sign this Supplier Registration Information Form
Title:	
Date:	

Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity P.O. Box 809, Harry S. Truman office Building Room 630, 301 W. High Street Jefferson City, MO. 65102 573-751-8130 www.oeo.mo.gov

Missouri M/WBE Certification and database State of Missouri Office of Administration Division of Purchasing & Materials Management P.O. Box 809 Jefferson City, MO 65102 573-751-3273 www.oa.mo.gov/purchasing-materials-management

Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce M/WBE and DBE Department 1000 S.W. Jackson St. Suite 100 Topeka, KS. 60612 785-296-3425

www.kansascommerce.com

Kansas M/WBE and DBE database and certification

Missouri Department of Transportation External Civil Rights 1017 Missouri Blvd Jefferson City, MO. 65102 573-526-2978 www.modot.org/ecr

Missouri DBE database and certification

Lambert St. Louis International Airport 4610 N. Lindbergh, Suite 240 Bridgeton, MO 63044 314-551-5000 www.mwdbe.org

St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation 1520 Market St. Suite 2000 St. Louis, MO. 63103 314-657-3700

www.stlouis-0mo.gov/sldc

Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council 317 N. 11th St. Suite 502 St. Louis, MO. 63101 314-436-8877

www.midstatesmsdc.org

MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council 777 Admiral Blvd. Kansas City, MO. 64106 816-221-4200

www.mpmsdc.org

MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City 1000 Walnut Suite 500 Kansas City, MO. 66106 816-426-4900

http://www.sba.gov/about-offices-content/2/3123

Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis 1222 Spruce St. Suite 10.103 St. Louis, MO. 63103 314-539-6600

http://www.sba.gov/about-offices-content/2/3124

St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration

Veteran and Service Disabled Veteran Database and verification

www.vetbiz.gov

U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council 308 N. 21st St, 7th floor St. Louis, MO. 63101 314-241-1143 www.slmbc.org

St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago 8 S. Michigan Ave Suite 400 Chicago, Illinois 60603 312-853-3477 www.wbdc.org

Certification for WBE's in the Missouri area

It is understood and agreed that all prices given herein include all taxes payable by virtue of the furnishing and delivering of the item(s) included within this bid. The prices quoted should be the final cost to the University for each Category listed.

Bid Request Number	17-2211-WJ-C
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