

REQUEST FOR PROPOSALS

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

MERCHANT SERVICES

RFP # 17 9018 DH U

OPENING DATE: April 3, 2017

TIME: 2:00 PM, CT

Prepared by:

Darla Higgins,
Strategic Sourcing Specialist
University of Missouri System
Supply Chain

Dated: February 8th, 2017

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for MERCHANT SERVICES RFP # 17 9018 DH U, which will be received by the undersigned at the UM System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 2:00 p.m., CT, April 3, 2017. Proposals will be opened and identified starting at 2:05 p.m., CT.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UM Procurement Services web site at, <http://www.umsystem.edu/ums/fa/procurement/bids/> by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

The University of Missouri reserves the right to waive any informality in proposals and to reject any or all proposals.

THE CURATORS OF THE
UNIVERSITY OF
MISSOURI

By: Darla Higgins,
Strategic Sourcing Specialist
University of Missouri System Supply
Chain higginsdj@umsystem.edu

Dated: February 8, 2017

PROPOSAL PREPARATION INSTRUCTIONS

This document contains instructions for respondents, preparation of documents, approximate timeline, and a checklist of proposal documents to assist respondents in the preparation of the “Request for Proposal # 17-9018-DH-U Merchant Services”; it is very important to read and follow the instructions as outlined in this document.

Timeline:

- RFP Release: February 8, 2017
- Vendor submission of written questions on or before: March 1, 2017
- University responds to questions by: March 10, 2017
- RFP Responses due to UM: April 3, 2017
- University evaluation of proposals: April – May 2017
- Onsite Interviews for select vendors: Week of May 8, 2017 (approximate)
- Notification of Award: June 2017
- Implementation: July – Sept 2017

Document Preparation:

- Respondents must provide a written proposal consisting of a Functional Proposal, and a Pricing and Fee Proposal. Respondents Pricing Proposal must be completed in the correct format (see Pricing Proposal Attachment 1 spreadsheet for the correct format). The Pricing Proposal must be free of passwords, and may not be altered except as to add rows as necessary.
- Respondents Proposal should include the following;
 - Proposal must be submitted with one-original, two-copies, and one electronic copy on a flash drive, thumb drive or jump drive.
 - Paper size, 8 1/2“ x 11”
 - Fold-outs shall not exceed 11” x 17”
 - Print type (Font size) used in the text portions of the proposal shall be no smaller than 12 point font.
 - Functional Written Proposal
 - Pricing and Fee Proposal (Attachment 1)
 - Tab 1 – Pricing Proposal
 - Tab 2 – Sample Pricing (using vendor pricing proposal and sample merchant transaction detail)

- MANDATORY INFORMATION TECHNOLOGY SECURITY REQUIREMENTS QUESTIONNAIRE – ITSrq, (Attachment 2)

**UNIVERSITY OF MISSOURI GENERAL
TERMS AND CONDITIONS AND
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, 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.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished to the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** 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 any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor

shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. Supplier Diversity Participation

It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/or services that directly fulfills a UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a 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.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided

pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, are regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any Respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

Inventions, Patents, and Copyrights: The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract. Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

11. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
12. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondent's risk. It is the Respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the 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 communications from Respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: Darla Higgins, Strategic Sourcing Specialist; or emailed to higginsdj@umsystem.edu. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions, as distributed by the University or made available on a University website shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal. Respondents should note exceptions to Section A. Terms and Conditions and Section B. Instructions to Respondents in a written response submitted with the proposal and those will be reviewed on a case by case basis by the appropriate university designee. Noting exceptions to these items will not result in automatic disqualification of the proposal. Please use the contact information listed under item 1. to address additional questions regarding exceptions.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals:** All proposals must be submitted, in one-original, two-hard copies and one electronic copy on a flash drive, thumb drive or jump drive. Electronic files must not contain passwords or encoding. All responses must be enclosed in a sealed envelope plainly marked: "Proposal for MERCHANT SERVICES RFP# 17 9018 DH U ", and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered 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. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not

submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, then the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and

regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent shall, within twenty-one (21) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** 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 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, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with 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.

9. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term
10. **Debarment and Suspension Certification** - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86)

**UNIVERSITY OF MISSOURI SYSTEM
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
UNIVERSITY OF MISSOURI – MERCHANT SERVICES (RFP) #: 17-9018-DH-U**

1. INTRODUCTION:

The Curators of the University of Missouri, a public organization, purpose to contract on behalf of the University of Missouri System (referred to as “University”) with an organization (referred to as “Contractor”) for Merchant Services; as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201. With a notation on the sealed envelope showing the contents to be a proposal for MERCHANT SERVICESRFP#: 17 9018 DH U and received no later than, April 3, 2017 at 2:00 p.m. CT.

All proposals must be submitted, in one-original, two-hard copies and one electronic copy on a flash drive, thumb drive or jump drive. Electronic files must not contain passwords or encoding. All pricing solutions must be submitted separate from the proposal solution.

All questions should be submitted in written form, to the attention of; Darla Higgins-University of Missouri Strategic Sourcing Specialist, higginsdj@umsystem.edu. Questions must be submitted on or before March 1, 2017 at 5:00 p.m. The University will respond to proposal questions on or before March 10, 2017. Responses will be posted in the form of an Addendum at the University of Missouri System Supply Chain (procurement) website.

<https://www.umsystem.edu/ums/fa/procurement/bids/>

2. SCOPE:

The scope of work is as follows:

The University of Missouri System (UM) is seeking proposals from knowledgeable and experienced merchant services providers. The purpose of this RFP is to provide credit card processing and related services for multiple payment acceptance methods including card-present, card-not-present, online, mobile applications, wireless, recurring billing, and virtual terminal. Through this RFP the University is looking for ways to reduce costs, streamline processes (including reconciliation) while maintaining security and compliance. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

Overview:

The University consists of four campuses located in the following Missouri cities: Columbia (MU), Kansas City (UMKC), Rolla (Missouri S&T) and St. Louis (UMSL). The UM system administration offices are located in Columbia. The University includes 45 schools, colleges

and divisions and had a Fall 2016 enrollment of more than 75,000 full- and part-time students. The University owns and operates the University Health System (MUHC), which is a system of hospitals and clinics serving the health care needs of central Missouri. It includes University Physicians (UP), which is the organized practice plan for the faculty of the University of Missouri – Columbia School of Medicine. The University also administers a statewide cooperative extension service with centers located in nearly all of Missouri's 114 counties. The University's merchant services program is administered by the UM Treasurer's Office (Treasurer's Office).

The Merchant Services covered by this RFP comprise approximately 250 individual merchant IDs across the University of Missouri System. Methods of acceptance include complex point of sale systems, physical credit card terminals (dial up and cellular), virtual terminals, and online e-commerce. These merchant IDs process over 1.9 million credit card transactions annually with a total dollar volume exceeding \$105 million. The University accepts Visa, MasterCard, Discover, and American Express through all merchant IDs. Please see the attachment (A) for detailed information. The University is compliant with PCI-DSS and is classified as a Level 2 merchant by its current acquiring bank.

Exclusions:

Due to business needs or other system constraints, the University currently uses other payment processors/systems for merchant services that are not included as part of the RFP. The below listed departments/merchants process payments through Third Party Providers that are not in scope for this RFP. Transactional volume and other information regarding the merchants listed below is not included in A.

- MU Athletics – Tickets, Concerts, Tiger Scholarship Fund
- University Physicians and Clinics – in person clinic payments
- University Health System – online patient payments for University hospitals and University Physicians
- Campus radio stations: KBIA, KWMU, KMST, KCRU – online fundraising
- MU, UMSL, UMKC, Missouri S&T – online student tuition payments
- MU, UMSL, UMKC, Missouri S&T, University Health System – Accounts Receivable lockbox
- MUHC Outpatient Pharmacy – retail pharmacy system

For any future merchant accounts, the University will make every effort to establish new merchant accounts through the successful bidder. However, the University reserves the right to establish new merchant accounts outside of the relationship with the successful RFP bidder, due to business need or system integration requirements with other payment processors.

3. PERIOD OF CONTRACT:

The contract will have an initial term of five-years (5) commencing upon award, and may be renewed for an additional five (5) consecutive one-year periods unless cancelled by the University of Missouri. Contract can be canceled in writing by giving at least 60 days' notice. All original terms and conditions shall apply for the renewal periods. This agreement shall

be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

4. AWARD OF CONTRACT:

Proposals will be awarded based upon the criteria set forth in Section 9 of the Detailed Specifications and Special conditions.

5. RESPONDENTS PROPOSAL:

Respondents are required to fully respond with compliance statements to each of the desirable criteria (evaluation questions).

6. INSTRUCTIONS FOR PROPOSAL RESPONSE:

Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Multiple copies of Proposals must be submitted in the number and manner as specified below:

Volume I – Functional/Technical Section is to be submitted with one-original, two-copies, and one electronic copy on a flash drive, thumb drive or jump drive. Electronic files must not contain passwords or encoding; and must contain:

- Response to Information for Respondents and General Conditions, Desirable Specifications, and the Mandatory Information Technology Security Requirements Questionnaire. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

Volume II – Pricing and Fee Response (Section 10) must be submitted in a separately sealed envelope with one-original, two-copies, and one electronic copy on a flash drive, thumb drive or jump drive. Electronic files must not contain passwords or encoding; and must contain:

- Proposal Form with responses to questions in Section 10, Pricing & Fees, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the signed MBE/WBE commitment response. Financial statements that may be required are also to be included in this section.
- Pricing Proposal Attachment 1 – excel spreadsheet
 - Pricing Proposal Tab
 - Sample Pricing Tab (using vendor pricing proposed and sample merchant activity provided)

Vendor must complete and return the University Proposal Form with bid response.

7. PROPOSAL EVALUATION AND SELECTION PROCESS:

A. RFP Evaluation

1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: If all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations a respondent(s) whose proposal(s) offers a higher qualitative merit if the difference in price is commensurate with added value.
2. An evaluation team will evaluate the proposals utilizing the following process:
 - (a) Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
 - (b) The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:
 - (i) Validate or clarify the proposed pricing; and
 - (ii) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - (iii) Clarify relevant firm experience information.

- (c) The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
 - (a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
 - (b) Verifying and identifying strengths and weaknesses which could affect work performance;
 - (c) Verifying the validity of the respondent's proposed pricing; and
 - (d) Assessing the proposed personnel and the respondent's capabilities for performing the work.
4. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
5. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

B. Vendor Selection

1. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and the Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
2. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

C. Specific evaluation questions are found within this RFP. The criteria and factors for use to evaluate the proposal are listed below in no particular order.

- Desirable Criteria (Evaluation Questions) – Section 9
- Pricing and Fees – Pricing Proposal Attachment 1

8. LIMITING CRITERIA:

The following question(s) are mandatory requirements that must be met in order for a proposal response to be considered.

8.1 Does your organization have a minimum of five-year proven experience providing Merchant Services?

Yes or No _____

9. DESIRABLE CRITERIA (EVALUATION QUESTIONS):

Respondents **must** provide the following information with their proposal response:

1. Provide a description of your program, including number and type of customers.
2. List all card brands and types currently supported.
3. Describe your experience providing merchant services for complex organizations, including higher education and other organizations with multiple merchant IDs.
4. Provide the name of the processor and length of time this processor has been used by your program.
5. How long has your company offered this program?
6. Are there any outstanding legal or compliance issues that could adversely affect your firm's ability to provide merchant services to the University, including pending or threatened litigation, compliance issues or regulatory activities?
7. Describe your company Disaster Recovery & Business Continuity Program.
8. Provide a copy of your independently audited financial statements for the most recent fiscal year.
9. Describe the initiatives you have underway to enhance and streamline the merchant acquirer process and plans for utilizing new technology.

9.1 IMPLEMENTATION, TRAINING AND POST IMPLEMENTATION

1. Individual campus/department terminal requirements may vary; however, all campus/departments will require "turnkey" terminal installation, training, and support services. It is critical that there be no interruption in processing credit cards. Describe the merchant implementation process in detail, outlining the conversion plan, the steps in the process of bringing a merchant into production, and the normal timeframe for implementation.
2. What are the software and hardware requirements of this program?
3. Does your company assign an account representative? Is this for the term of the contract or implementation only?
4. What is the typical length of time from the time of Award to switching terminals and payment applications? Describe the process.
5. Discuss any training that you would offer to the University. Describe if training is conducted as "train the trainer", or if direct training to merchant location staff is offered.

Describe in detail the types of training that you offer. For example, do you provide training for: fraud management or awareness programs, PCI compliance, the authorization/settlement process, or online systems and reporting?

9.2 COMPETITIVE POSITION AND FUTURE COMMITMENT

1. What differentiates your service from that of other providers?
2. How do you stay current and competitive?
3. List industry-related associations or organizations of which your company is a member, or in which it has direct representation, including the card networks and committees.
4. What is your company's approach on influencing or providing input into policy rules or regulatory changes related to credit and debit cards? What have been the results of your activity?
5. What formal or informal bank/vendor relationships do you have, and how can they be leveraged in merchant card processing?
6. What major changes does your firm see occurring in merchant services in the next five years? What are your firm's plans to help your customers move to new technologies? What approach is your firm taking in the development of new services?

9.3 SERVICE & SUPPORT

1. Describe the process by which new merchants are added, including typical turnaround time.
2. Describe the level and type of merchant support you provide.
3. Is the customer service function performed in-house or is it outsourced? What are their hours of operation?
4. Describe the team that will work with the University. Who will be the Treasurer's Office primary contact/relationship manager, as well as a backup for our account? Where are they physically located? Please provide bios, including number of years with your organization and years of experience in the merchant services field.
5. Do you hold regular meetings with your clients to review the service? If so, describe the frequency and topics of discussion.
6. Does your organization host or sponsor focus groups, client conferences or user groups, etc.? If so, provide examples.
7. Describe your procedure for replacing malfunctioning equipment. How quickly will the equipment be replaced and at what cost to the University?

9.4 EQUIPMENT/SOFTWARE

1. The equipment currently owned and utilized by the University appears in A. List the type of existing University equipment that you will support.
2. List the quantity, type, and cost of equipment the University would need to replace or that you would recommend replacing, as well as an explanation why.
3. A list of the software and third party service providers that are currently utilized by the University appears in A. Discuss your experience working with these providers and your ability to support these service providers.

4. What tokenization solutions/technologies and mechanisms does your company offer to capture/store cardholder data and how does the transaction progress through to the processor/acquirer from the University?
5. Does your company provide/sell/lease terminals? Analog and Wireless (cellular)?
6. Does your company offer EMV capable and enabled machines? Analog and Wireless (cellular)?
7. A list of all Validated Point to Point Encryption (P2PE) solutions currently in use by the University is included in A. Does your company support the validated P2PE solutions currently in use by the University?
8. Does your company support integration with other Validated P2PE solutions?

9.5 PCI DSS & PA DSS REQUIREMENTS

1. Indicate what Merchant Level (1, 2, 3, 4) you might categorize the University for both Visa and MasterCard. Indicate whether you would apply the Level criteria to each merchant location, to the University as a single entity, or by some other method.
2. What is your role in supporting merchant PCI compliance and how do you help a merchant like the University maintain its compliance?
3. Identify your PCI DSS support structure, including the compliance team, their backgrounds and professional certifications.
4. Are your company and its contractors, subcontractors and third-party processors in compliance with all applicable PCI and PA DSS standards?
5. How do you maintain your compliance with PCI and PA DSS standards?
6. Outline the security measures in place for the protection of data transmitted for processing.
7. Describe the security measures used to prevent unauthorized user access to the system or data. If applicable, please indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, explain the process your company took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.
8. What is your process for Third-Party Service Provider registration and associated fees?
9. How are new rules and regulations communicated to your clients?
10. A list of merchants, including acceptance method and connection type, is included in A. Does your company identify any areas in which PCI scope reduction may be achieved?

9.6 Merchant Processing

1. If your company is not an acquiring bank/processor, identify the processing platform needed to process and settle transactions.
2. What authorization methods do you support and which do you recommend for each processing channel?
3. What are the procedures to reverse an incorrect authorization?
4. Describe the monitoring and notification process if a transmission fails or you encounter other network processing issues.
5. What are your daily workflow deadlines and when are funds credited to a merchant's account?

9.7 Debit Card Processing

1. Does your company support Standard, PIN Debit and Integrated Payment Application terminals?
2. If your company is not an acquiring bank/processor, identify the processing platform needed to process and settle transactions.
3. Describe your requirements for Debit and PIN Debit processing.

9.8 On-Line Processing

1. Does your company support on-line payment processing?
2. Is on-line processing handled in-house or by a payment gateway? Identify any payment gateway used.
3. A list of all Third Party Payment gateways in use by the University is available in A; does your company support all of these? If not, identify those not supported and provide an alternative that is supported by your company.
4. Describe the process to add additional third party gateways.
5. What tokenization solutions/technologies and mechanisms does your company offer to capture cardholder data and how does the transaction progress through to the processor/acquirer from the University?
6. Can the token be used as a payment instrument?
7. If your company is not an acquiring bank/processor, identify the processing platform needed to process and settle transactions.
8. Does your company have in-house shopping cart software that supports sales tax processing and can be used by the University? If not, does your company have a relationship with a PA DSS compliant vendor to process and settle transactions? What is the software? Describe the transaction flow of a payment.

9.9 Mobile Applications

The University does not currently use any mobile payment applications, but may be interested in doing so in the future.

1. Identify all compliant mobile applications currently supported by your company.
2. What software is required to use your mobile application?
3. What is the process to identify and alert the University to potential fraudulent use of mobile applications?
4. What application(s) is your company working on for future implementations?
5. If your company is not an acquiring bank/processor, identify the processing platform needed to process and settle transactions.
6. As the merchant, what Self-Assessment Questionnaire (SAQ) would the University complete to validate compliance when using the mobile application?
7. What mobile devices are compatible with your mobile solution?
8. Does your company provide devices? If yes, also answer questions 9.9.8a – 9.9.8h.

- a. Can the device mimic the protections of an Encrypting Pin Pad (EPP)? (ex. No solution that permits PIN entry directly into the mobile device- if the device incorporates PIN entry capability it should occur through a PTS approved PIN Entry device or EPP)
- b. Can the device/technology detect fraudulent use of the mobile device? Describe.
- c. Can the device respond to tampering of the application or device?
- d. Can the device be wiped remotely?
- e. Can the solution provide the ability to validate that the entity receiving account data is the intended recipient (this may fall under the agreement to comply with PCI DSS- this is requirement 12.8)
- f. Does the solution mask the PAN when producing a receipt?
- g. If the solution provider is providing the mobile device, is maintenance and support provided?
- h. In the event of the termination of the agreement does your company agree to securely transfer the historic data back to the University, and securely remove any merchant data from mobile devices (if the mobile devices must be/are returned to the solution provider)?

9.10 Settlement

1. Can your company provide an end of day transaction file similar to the current fixed length text file received by the University or other daily transaction file?
 - o The file received is a fixed length text file. Character 1-12 is for Merchant ID and character 13-14 is the Record Type. Record Type is used to parse the data into different Oracle tables. The script used for the parsing rules is attached, (see C).
 - o The file is received via Secure File Transfer Protocol (SFTP) and is the preferred method of receipt by the University.
2. Indicate the feasibility of receiving a unique indicator/identification for each transaction to assist in reconciliation and separation of transactions by the merchant.
 - o Currently, the University passes an invoice code that is manually entered into the credit card terminals. This code is passed in our end of day transaction file and allows transactions to be separated into different PeopleSoft general ledger accounts based upon the first two digits in the invoice code field.
3. Can your company provide a monthly billing file detailing all charges by MID/ by line item charged, (including interchange, transaction fees, Debit POS fees, hardware & supply fees)?
4. Will your company agree to settle transactions at Gross?
5. Will your company agree to process interchange/discounts for prior month activity at the MID level?
6. Can your company provide next day settlement for Visa, MasterCard, AMEX and Discover Card network transactions? If not, what settlement schedules do you offer for each network?
7. What is the latest time that sales transactions can be transmitted to meet these settlement times?
8. How is settlement made by your organization? Please provide details. Is settlement made by direct account credit, ACH or Fedwire?

9. Please describe how settlement amounts will be listed on the bank statement. Will they appear as one lump sum (meaning one amount for Visa, MasterCard, and Discover Card, and one amount for AMEX)?
10. Describe how you support BIN (Bank Information Number) file management to differentiate between debit card and credit card transactions?
11. What process do you use to ensure that transactions qualify for the lowest interchange category? Please describe in detail.
12. Describe how your merchant credit card processing system identifies and eliminates duplicate transactions?
13. What are the procedures to correct duplicate transactions? Please provide details.
14. Are there limitations on the number of files/transactions:
 - Number of transactions contained in a batch?
 - Number of files transmitted daily?

9.11 REPORTING

1. Are credit card chargebacks or other debit adjustments netted from daily proceeds, or are they debited separately? Please describe your Chargeback process in detail. Do you have a dedicated online system to manage chargebacks?
2. Does your company provide a virtual terminal for Administrative access to refund processing & research?
3. Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online.
4. Are reports or other information available via the Internet, PC access, or other online method?
5. Is training provided to users of the reporting system?
6. Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. What formats are available for download (excel, csv, pdf)? Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
 - standard reports (transaction reports, funding reports, etc.)
 - special reporting capabilities
 - level of detail available
 - retrieval capabilities
 - imaging capabilities
 - reporting frequency
7. Does your company have the capability of providing reports segregated by MID for 12 months? Please describe in detail.
8. Describe how multiple MID's are reported and the flexibility afforded the merchant for customizing the reports. Can merchants be assigned to a campus/division for reporting and billing purposes?
9. Do reports include AMEX and Discover transactions?
10. Is your online information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, please identify the

third party. Are improvements and changes to the service controlled by the bank or a third party?

11. Can your company provide a download of historical information regarding transactions, refunds, and chargebacks maintained in a database for access by the University? If so, what access method is available? Please describe in detail.
12. How many business days of transaction data are stored on the reporting system and available for the University to access?
13. Describe your capability to store and retrieve transaction information, including signatures for bank card transactions and non-bank card transactions? Do you have a system that will enable the University to retrieve and receive this information online? Please provide details.

9.12 References

1. Please provide contact information for three current clients we can contact as references. References should be from similar, complex organizations, with at least one from a higher education institution.

10. PRICING & FEES (See Attachment 1 – attached excel spreadsheet with two tabs to be completed)

1. Describe the discount rate structure in detail for each proposed card type using the attached Pricing Proposal template (Attachment 1 – Pricing Proposal Tab).
2. In addition, please complete a sample pricing summary (Attachment 1 – Sample Pricing Tab) using the pricing proposal presented, taking into account our overall merchant volume included in (A). Identify all merchant cards processing fees, including both (1) the merchant card firms (Visa/MasterCard/Discover) pass thru interchange rates and assessments, and (2) your institution's merchant card processing fees for all card types (Visa/MasterCard/Discover/AMEX). Each proposal must show computational details for the total costs shown. Indicate the effective date of the interchange rates used to calculate the costs. It is imperative that the University be able to duplicate your calculation based on your computational detail. Itemize any other fees and/or costs that may be charged to the University if you are selected to provide merchant acquirer services. Include any one-time or set up charges, research fees and all other fees that will or could be charged.
3. The merchant card charges that you propose may be subject to change based on actual Visa, MasterCard, or Discover pass thru interchange rates and assessments. Please indicate whether you are submitting your proposal based on this premise. If a blended discount rate is proposed, describe how changes in interchange rates will be passed through.
4. The University has multiple high volume, low-ticket merchant locations that could benefit from an alternative pricing structure. Describe any special arrangements or alternative pricing arrangements that could accommodate such locations.
5. Do you provide any ongoing proactive analysis of merchant processing fees to determine if merchants are processing payments cost effectively?

6. A list of merchants, including MCC code is included in A. Does your company recommend any changes to MCC codes that could result in a financial benefit to the University?
7. Describe how and when the University would be notified of price adjustments.
8. Terminal lease/purchase/rental, installations and support should be included in the proposal.
9. What is the cost of supplies, such as signage and terminal paper? What is your willingness to provide certain supplies to the University at no cost?

11. MANDATORY INFORMATION TECHNOLOGY SECURITY REQUIREMENTS QUESTIONNAIRE (ITSRQ). (See Attachment 2, attached excel spreadsheet)

SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS

If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
 FOR
 MERCHANT SERVICES
 FOR
 THE CURATORS OF THE UNIVERSITY OF MISSOURI
 FOR
 THE UNIVERSITY OF MISSOURI – SYSTEM
 RFP #17-9018-DH-U
 OPENING DATE: April 3, 2017
 TIME: 2:00 PM, CST

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

AUTHORIZED RESPONDENT REPRESENTATION FORM

Number of calendar days delivery after receipt of order		Payment Terms	
Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? <u> </u> yes <u> </u> no			

This signature sheet must be returned with your proposal.

SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as "indirect" under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 st or 2 nd Tier

****THIS FORM MUST BE SUBMITTED WITH THE RESPONSE

Attachment A

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

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

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): Yes No

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): Yes No

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.

_____ (P)

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, Central America, South America and the Caribbean Basin only.

_____ (H)

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 _____ Yes _____ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

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 organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer _____ (M)
- Distributor/Wholesaler _____ (D)
- Manufacturer's Representative _____ (F)
- Service _____ (S)
- Retail _____ (R)
- Contractor _____ (C)
- Other _____ (O)

SOLE PROPRIETORSHIP: _____ Yes _____ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies 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 subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____