

REQUEST FOR REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
MANAGED PRINT SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI SYSTEM
RFP # 18-4000-HR-U
OPENING DATE: JUNE 6, 2018
TIME: 2:00 CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared By:
Heather Reed, CPPB
Lead Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: May 9, 2018

RFP 18-4000-HR-U

MANAGED PRINT SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Managed Print Services, **RFP # 18-4000-HR-U** which will be received by the undersigned at UM Supply Chain, until **June 6, 2018 at 2:00 p.m. CST. Request for Proposals will be opened and identified starting at 2:05 p.m., CT. The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

Questions shall be submitted no later than May 25, 2018.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared By:
Heather Reed, CPPB
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

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

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 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 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.

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 A). 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 or 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 Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is 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.

11. **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.

12. **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.
13. **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.
14. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Business Policy Vendor Gifts, section 3:110.

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 Request for Proposals risk. It is the Request for Proposal responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a 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 Request for Proposal regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. 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 Request for Proposal opening date.

The RFP document and any attachments constitute the complete set of specifications and Request for 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 Request for Proposals:** All Request for Proposals must be submitted, in **1 complete printed copy with an authorized signature on the "Form of Proposal" page in addition to one complete electronic copy provided on a flash drive, jump drive, or CD formatted in .PDF file format** and must be enclosed in a sealed envelope plainly marked: Request for Proposal for Managed Print Services and addressed, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201 ATTN: Heather Reed.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal opening time and date stated in this RFP. It is the respondent's 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 Requests for 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 Request for 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 respondents Proposal and accepted by the University. The University reserves the right to cancel circuit connection(s) by an individual site, without cancelling the entire contract. In the event

the University exercises the right to cancel a single individual circuit; the contractor shall maintain existing awarded circuit connections without penalty. Service connection(s) will be awarded on a site by site basis. 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:** Respondent 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 RFP 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 RFP 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 RFP 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 RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) 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, 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 of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

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(s) shall, within fifteen (15) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for 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 given 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. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such 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 equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.
10. **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 book 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.

11. 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).

12. Cooperative Purchasing: The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care. For more information, see <http://www.umsystem.edu/ums/about/facts/>.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. GENERAL

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri (hereinafter referred to as "University") with an organization(s) (hereinafter referred to as "Contractor"), to provide **Managed Print 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 UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, with a notation on the sealed envelope showing the contents to be a proposal for "**Managed Print Services**" RFP #18-4000-HR-U" and received no later than **June 6, 2018 at 2:00 p.m. CDT.**

All proposals must be submitted, in one (1) original hard copy as well an electronic version on a CD or flash drive in PDF format. **Questions shall be submitted no later than May 25, 2018.**

All questions must be addressed to:

Heather Reed, CPPB
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
573-882-9778
reedhr@umsystem.edu

2. SCOPE OF WORK

The University seeks to partner with a limited number of Contractors capable of providing managed print services ranging from existing hardware maintenance and support to full scale managed print solution operations. Current status of University managed print services are as follows:

University of Missouri Health Care (MUHC) - Current managed print services contract with Xerox expires June 30, 2018 (see Attachment A for historical data)

University of Missouri St. Louis (UMSL)-Current managed print services contract with Xerox expires June 30, 2018 (see Attachment B for historical data)

University of Missouri-Columbia (UMC) - Multiple multi-function devices (both leased and owned), printers, etc. across campus with various companies, individual departments seeking managed print solutions as it makes sense

University of Missouri Kansas City (UMKC) - Multiple multi-function devices (both leased and owned), printers, etc. across campus with various companies. Individual departments are required to involve Information Services when purchasing IT equipment. UMKC is not currently participating in this effort.

Missouri University of Science & Technology (MUST) – Currently contracted for HP printer maintenance and support for three (3) years. MUST is not currently participating in this effort.

The University intends to award a contract to selected Respondents that are deemed responsive and meet all of the requirements outlined herein while providing customized, operational solutions to consolidate, maintain and support the replacement of existing indicated owned and leased equipment along with the service and support of existing University owned devices. The University is interested in offering choices to each campus as well as University of Missouri Health Care in order to find a true value based solution for each campus.

Currently leases multi-function devices will remain in effect until their contract expiration dates. Services for new managed print solutions will be performed in a phased approach whereby a current operational device will be given the necessary time to remain in our environment until the end of its lifecycle. End of lifecycle will be defined as a device that is no longer capable of operating without repairs that exceed more than half the cost of the device, not to include normal consumables such as toner. Once a device is taken out of service, the University will want it replaced with a leased device provided by the vendor, or retired in an effort to drive printing to centrally located networked devices as deemed appropriate and agreed to by the University. Lease services are not limited to any particular brand or vendor but must be capable of high volume, centralized print, scan, copy, and fax functionality in a networked environment.

Award of a contract does not guarantee work. The University expects to be able to choose among Contractors based on each innovative solution that maximizes efficiency while meeting the needs of each individual campus as well as the University of Missouri Health Care System. The University will consider business qualifications and experience, technical approach and cost in the evaluation. The University reserves the right to re-open the RFP process at any time during the contract period if it is determined that there is a valid business need to do so.

Once a contract is issued to a given Contractor, a Purchased Services Agreement (PSA) will be executed for each campus and/or department determined by need. The PSA is attached as Attachment E.

3. CONTRACT PERIOD

The contract period shall be date of award through three (3) years with the option by the University to renew for three additional one (1) year periods.

4. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

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.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

5. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

From the total information requested herein, determination shall be made of the prospective Contractor's ability to furnish and deliver managed print services to the University.

Respondents must meet the mandatory requirements to be "qualified" for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining Respondents will be scored on their ability to meet scored criteria/ evaluation questions, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to vendor's responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

The University reserves the right to make such additional investigations, as it deems necessary to establish the competence and financial stability of any respondent submitting a proposal. Experiences with the University and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating proposals.

Responses to this document must address issues in the order provided.

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

6. DELIVERY

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight costs.

7. PICKUP

If applicable, all pickups at the end of the lease shall be fully prepaid. The seller bears and pays all freight costs.

8. PAYMENT TERMS AND CONDITIONS

Payment terms shall be mutually agreed upon between the successful Respondent(s) and the University in alignment with implementation milestones outlined in the applicable PSA. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such 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 equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University reserves the right to withhold payment for services if/when the contractor's products/services fail to meet functional, performance or availability expectations as documented and agreed to in the contract/SLA.

9. INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS QUESTIONNAIRE (ITSRQ)

Respondents that are being considered for award of a fully integrated managed print program should be prepared to complete an ITSRQ spreadsheet. An example of the ITSRQ that must be completed to the complete satisfaction of the University prior to award is included in this RFP for informational purposes.

If a Respondent is asked to complete the ITSRQ and fails to do so, the Respondent will be removed from consideration. Respondents may NOT embed formulas, white pages, add or delete sections/tabs within the spreadsheet but shall ***simply state Yes (Y), No (N), Alternate (ALT) Not Applicable (NA) in the designated sections, and provide Narrative Comments in the designated sections.***

The ITSRQ consists of the following sections:

1. **Instructions**
2. **Accessibility**
3. **IT Security (Limiting Criteria)**
4. **Authentication**
5. **Business Continuity & Disaster Recovery (BC&DR)**

The ITSRQ spreadsheet may be found at the University of Missouri Procurement Web-Site (<https://www.umsystem.edu/ums/fa/procurement>), under “open bids”, 18 4000 HR U ITSRQ.

10. MANAGED PRINT SERVICES LIMITING CRITERIA

Respondents must meet all mandatory minimum requirements in this section in order to provide a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below.

10.1. The awarded vendor(s) shall have the capability to provide a managed print services solution for consolidating, maintaining, and supporting University equipment in a phased approach. The managed print services solution shall include, but not necessarily be limited to:

- a) A printer fleet assessment, if determined necessary and mutually agreed upon by both parties,
- b) An operational solution to consolidate, maintain, and support University owned multi-function devices as well as multi-function devices leased through the awarded vendor. An operational solution for non-multi-function devices (all other University owned devices) may be considered at the University’s sole option, and
- c) A communication and awareness solution to inform University employees of any operational actions.

10.2. If a printer fleet assessment is determined necessary, Respondent will be allowed to use data collection software as long as the software has prior approval by the appropriate IT Security team on the appropriate campus. Any terms for use of the software (including privacy policy, terms and conditions, or End User License Agreement must be included in the proposal to be considered.

Yes or No

10.3. Respondent must provide proactive initiatives to include but not necessarily be limited to:

- Maintenance (measurable ratio),
- Supplies (measurable ratio), and
- Discovery and optimization reporting

Yes or No

10.4. Respondent must deliver and service printers on site.

Yes or No

10.5. Respondent must define moving costs and procedures to relocate larger printer formats.

Yes or No

10.6. Respondent must supply inventory information for management (makes, models, etc.)

Yes or No

10.7. Respondent must provide active inventory control (i.e. it should not take 6 months to obtain a new machine).

Yes or No

10.8. Respondent must have and maintain an on-site presence.

Yes or No

10.9. Respondent must maintain inventory on site (specify level).

Yes or No

10.10. Respondent must respond to new requests within one (1) business day.

Yes or No

10.11. Respondent must respond to organizational change, acquisitions, and reductions within three (3) business days of notification.

Yes or No

10.12. Respondent must communicate with local team for network and end user device support during installations and removals.

Yes or No

10.13. Respondent must provide training and documentation for IT technical staff on driver installs, walk-up device services, and workflow features (train the trainer).

Yes or No

10.14. If requested, Respondent must provide training for end users.

Yes or No

10.15. Respondent must provide standardization of features across the fleet (configuration by model is standard for every item of the model).

Yes or No

10.16. Respondent must provide on-site stocking of supplies.

Yes or No

10.17. Respondent must allow local identified team access to on-site supplies in the event the vendor is unable to respond within the terms identified in the SLA.

Yes or No

10.18. Respondent must provide hot swaps on site for critical printers.

Yes or No

10.19. Respondent must have the ability for the University Helpdesk to connect a user with a vendor tech for direct communication.

Yes or No

10.20. Respondent must provide monthly formal service level reviews (requires an on-site, in person presentation)

Yes or No

10.21. Respondent must provide a mechanism to gauge client satisfaction on a yearly basis. Respondent must obtain University approval prior to issuing any client satisfaction survey.

Yes or No

10.22. Respondent must provide a mechanism to proactively poll positive and negative user experiences.

Yes or No

10.23. Respondent must provide core on-site support during the hours of 6:00 a.m. and 8:00 p.m. on business days (excludes University holidays).

Yes or No

10.24. Respondent must service own inventory and provide the University with technical contacts pertaining to any third party service level agreements.

Yes or No

10.25. Respondent must include a copy of a standard SLA with this response that includes critical printers, normal printers, and third party printer's response time from entry of ticket to resolution.

Yes or No

10.26. Respondent must provide support for print queue management (not managing the queues but don't dump and run from an install). Service calls must include electronic transaction details including timestamps, description of service required and resolution or pending work order information.

Yes or No

10.27. Respondent warrants that the products or services to be provided under any resulting contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Respondent further agrees to respond to and resolve any complaint regarding accessibility of its products or services at no cost to the University.

Yes or No

10.28. All Contractors understand that during the term of this contract that Contractor's personnel are not employees of the University of Missouri and shall not represent themselves to be an employee of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, unemployment insurance, disability insurance, minimum wage requirements, overtime, etc. Furthermore, the Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to render services and perform work under this contract and shall comply with all applicable rules, regulations, and laws. All personnel provided through this contract shall maintain confidentiality about University operations and may be subject to background or security checks.

Yes or No

University of Missouri Health Care Specific Requirements

10.29. Respondent's solution must be certified for use with Cerner Millennium.

Yes or No

10.30. Respondent must ensure printers in use are compatible with both Cerner Millennium and IDX back-end printing.

Yes or No

University of Missouri St. Louis Specific Requirements

10.31. Respondent must provide workflow management solutions compatible with industry standards including SharePoint, Google Drive, and Perceptive content.

Yes or No

10.32. Respondent's solution must have the ability to account for printing for specific departments/programs/individuals including generic IP printing (CUPS).

Yes or No

10.33. Respondent must offer device compatibility with Pharos network accounting.

Yes or No

10.34. Respondent must offer device compatibility with HID magstripe USB swipe readers.

Yes or No

10.35. Respondent must offer compatibility with workflow management systems (perceptive content).

Yes or No

10.36. Respondent must offer shared drive connectivity.

Yes or No

10.37. Respondent must work with networking to obtain a static DHCP reservation for the printer in the proper IP address space. The printer must be USB or on an approved campus wired network and not available outside of the University.

Yes or No

10.38. All wireless network cards must be disabled.

Yes or No

10.39. Respondent must require encryption (HTTPS) and assign a strong password that meets University standards (<http://www.umsl.edu/technology/security/passwords.html>) for web access or administrative access to the device. Respondent must limit knowledge of that password to only the University ITS staff and those managing the device.

Yes or No

10.40. Respondent must disable all unnecessary and non-secure protocols. (eg. SNMP V1 and V2, FTP, Telnet, IPX, appletalk, Http, SMB, IPP, inbound SMTP, NetBIOS) In 99% of the setups, just TCP/IP and port 9100 should be enabled. Except for HTTPS for management (exceptions can be granted by the campus Information Security Officer).

Yes or No

10.41. If it is necessary for the Respondent to use SNMP to manage the device, the Respondent must change the default community string and use SNMP V3 (or limit regular SNMP to just the systems that need access to it through the printer's built-in firewall or access control list).

Yes or No

10.42. Respondent devices are required to use a built-in firewall or access control lists and must configure it so that only necessary systems can print to it or access it. The management interface and embedded web interface should not be open to the entire campus (suggested for all printers but required for any printer printing DCL 4 data or higher).

Yes or No

10.43. If available, Respondent must enable disk encryption (suggested for all printers but required for any printer printing DCL 4 data or higher).

Yes or No

10.44. If available, Respondent must enable automatic disk wiping (suggested for all printers but required for any printer printing DCL 4 data or higher).

Yes or No

10.45. If available, Respondent must enable automatic log wiping (suggested for all printers but required for any printer printing DCL 4 data or higher).

Yes or No

10.46. Respondent must patch and update the firmware and software when updates are available. Any identified vulnerabilities left unpatched after 30 days would require the device to be shut down. Respondent must coordinate any firmware or software update to comply with the University version control program.

Yes or No

10.47. Respondent must disable any features for using the device as a document server. The University has superior, more secure places to store University documents and data.

Yes or No

10.48. Respondent understands and agrees that any multifunction device allowing individuals to fax, email or send data without User authentication must not be located in an open/public location.

Yes or No

10.49. Respondent understands and agrees that emailing of any DCL 4 data or higher is not allowed. For information of what DCL 4 data is and the University's data classification system, follow this link. <https://www.umssystem.edu/ums/is/infosec/classification>

Yes or No

11. EVALUATION QUESTIONS

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. If more space is needed for comments or a description, attach a page with the additional information and clearly identify it by referencing the associated section number.

11.1. Proposed Solution

11.1.1. Respondents should provide a detailed narrative outlining how the proposed solution meets the objectives outlined in the above Scope of Work as well as how the proposed solution will meet the unique needs of each individual campus and MUHC. Narrative should also include a methodology for gauging interest and driving discussions on the campuses not currently contracted for a managed print solution.

11.2. Methodologies/Approach

11.2.1. Staffing Organization and Proposed Key Personnel Qualifications: Respondents are to provide a narrative as to how they plan to staff the contract, both on-site and remotely. Provide a resume, including education and employment history, as well as managed print services client

experience in the roles to be assigned to the University for the following key personnel who are proposed as part of the solution:

- a) Account/Client Relationship Representative. This is the person who is the University's point of contact (POC) for managing the relationship between the vendor and the University from contract award through contract expiration or termination. It is expected that this person be available for on-site meetings, especially during the initial months of the engagement and once the Contractor's staff is stabilized, thereafter, for periodic face-to-face and/or teleconference meetings for relationship check-ups.
- b) Project Manager. This is the person who will be the full time representative on each campus for the Respondent's project team. He/she will be the University's dedicated point of contact for the project. He/she will be the lead person for the engagement and will be responsible for managing all Contractor resources assigned to this engagement both on-site and remote.

11.3. Experience

- 11.3.1. The Respondent must demonstrate and certify that it possesses at a minimum three (3) years of experience providing managed print services solutions to large enterprise environments similar in size and capacity to the University of Missouri System and University of Missouri Health Care.

Provide details on company history, number of employees, financial attestation, and annual sales volume for 2015 and 2016. Respondent shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support the technical response to this RFP. Such statement and/or attestation may include: financial statements (unaudited) for the past three (3) years, audited financial statements for the past three (3) years, prospectus of publicly traded firms, letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement), or any other documentation that the firm feels adequately attests to its financial resource viability. Such documentation is to be provided solely with the technical response as an appendix.

11.4. Special/Unique Qualifications

- 11.4.1. Respondent should provide a narrative to elaborate on the managed print services expertise and special/unique qualifications and/or experiences of the Respondent and/or any member of its team, which make it uniquely capable to provide a solution to the University. Special firm and/or individual expertise is to be included. If applicable, please provide higher education and/or health care experience.

- 11.5. Pricing-Respondent shall provide pricing for the following managed print services as identified herein.

- 11.5.1. Print band options (min-max) for overall impressions by month (indicate -1 to +1 ranges)
- 11.5.2. Detailed monthly billing by number of B&W impressions, Color impressions, change charges, etc.
- 11.5.3. Paper purchasing by volume orders per quarter.
- 11.5.4. Cost for service request outside of implementations (changes, office moves, special events, etc.)
- 11.5.5. Disposal fees (if applicable)
- 11.5.6. Training during implementation
- 11.5.7. Training beyond optimization
- 11.5.8. Hardware staffing cost for onsite support (if applicable)
- 11.5.9. Implementation resource cost (if applicable)
- 11.5.10. Third party support cost (if applicable)

REQUEST FOR PROPOSAL FORM

REQUEST FOR REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

MANAGED PRINT SERVICES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

THE UNIVERSITY OF MISSOURI

RFP # 18-4000-HR-U

OPENING DATE: JUNE 6, 2018

TIME: 2:00 PM, CT

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

AUTHORIZED RESPONDENT REPRESENTATION

| | |
|--|-------------------------|
| 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? ___yes ___no | |

This signature sheet must be returned with your proposal.

ATTACHMENT A MUHC HISTORICAL DATA

| Three year totals | | | |
|--------------------------|-------------------|-------------------|-------------------|
| Transaction Type | 2014 | 2015 | 2016 |
| Print | 32,673,519 | 33,791,203 | 35,109,112 |
| Scan | 1,933,089 | 2,376,700 | 2,672,110 |
| Copy | 7,075,200 | 6,842,356 | 6,629,966 |
| Grand Total | 41,681,808 | 43,010,259 | 44,411,188 |

Total Count by print type

| Transaction Type | 2014 | 2015 | 2016 |
|-------------------------|-------------------|-------------------|-------------------|
| Black and White | 28,947,234 | 29,542,974 | 30,336,893 |
| Color | 10,801,485 | 11,090,585 | 11,402,185 |
| Grand Total | 39,748,719 | 40,633,559 | 41,739,078 |

Devices by functionality

| Device type | Count |
|--------------------------|----------------|
| Print Only Xerox devices | 666 |
| Black and White devices | 906 |
| Color | 321 |
| Fax Server enabled | Not available |
| Swipe enabled devices** | Not applicable |

** includes HID usb magstripe card reader technology for access in conjunction with Pharos
 All printers must be ethernet capable with wireless feature disabled.

ATTACHMENT A (CONTINUED)

SLA Attainment - February 2018

| Device Uptime | Break Fix Response | Break Fix Resolution | Supported Devices |
|---------------|--------------------|----------------------|-------------------|
| 94% | 98.57% | 90% * | 1227 |

* Issue being investigated as this is more of a reporting issue than operational issue.

Monthly Average (June 2017 to February 2018)

| Proactive Incidents | Reactive Incidents | Supported Locations | Column1 |
|---------------------|--------------------|---------------------|---------|
| 222 | 146 | 84 | |

| SLA scenarios | Standard | Ticket Response time | Fix Response time |
|---------------|----------|----------------------|-------------------|
| Priority 1 | | 95% | 15 minutes |
| Break Fix | | 95% | 4 business hours |
| | | | 1 hour |
| | | | Next Business Day |

ATTACHMENT B UMSL HISTORICAL DATA

| Three year totals | | | |
|--------------------|------------------|-------------------|-------------------|
| Transaction Type | 2014 | 2015 | 2016 |
| Print | 6,064,846 | 9,159,796 | 8,453,134 |
| Scan | 284,993 | 352,370 | 254,501 |
| Copy | 2,643,794 | 2,475,194 | 1,976,706 |
| Grand Total | 8,993,633 | 11,987,360 | 10,684,341 |

Total Count by print type

| Transaction Type | 2014 | 2015 | 2016 |
|--------------------|------|------|-------------------|
| Black and White | | | 9,873,077 |
| Color | | | 556,729 |
| Grand Total | | | 10,429,806 |

Devices by functionality

| Device type | Count |
|--------------------------|-------|
| Print Only Xerox devices | 95 |
| Black and White devices | 158 |
| Color | 98 |
| Fax Server enabled | 145 |
| Swipe enabled devices** | 150 |

** includes HID usb magstripe card reader technology for access in conjunction with Pharos
All printers must be ethernet capable with wireless feature disabled.

ATTACHMENT B (CONTINUED)

SLA Attainment - July 2017

| Device Uptime | Break Fix Response | Break Fix Resolution | Supported Devices |
|---------------|--------------------|----------------------|-------------------|
| 98% | 99.50% | 91% | 250 |

Typical Summer Semester

| Proactive Incidents | Reactive Incidents | Supported Locations | Column1 |
|---------------------|--------------------|---------------------|---------|
| 59 | 55 | 41* | |

Typical Fall Semester

| Proactive Incidents | Reactive Incidents | Supported Locations | Column1 |
|---------------------|--------------------|---------------------|---------|
| 94 | 74 | 41* | |

*includes TJ library and MSC with public access print needs (coin op?)

| SLA scenarios | Ticket Response time | Fix Response time |
|---------------|----------------------|-------------------------------------|
| Critical | 4 hrs. | Next business day |
| Normal | Same day | not to exceed 2 days from diagnosis |
| 3rd party | Same day | not to exceed 3 days from diagnosis |

Service Level Agreement Performance UMSL CCM

Tickets



ATTACHMENT B (CONTINUED)

UMSL has 41 print service locations (including remote sites) across approximately 54 buildings

| Location | Count |
|-----------------|--------------|
| Labs | 14 |
| Storage Areas | 3 |
| Print Shop | 1 |

| Average number of consumables in inventory order per term* | | | Paper | | |
|---|------------------------|--------------|---------------|-----------------|----------------|
| Location | Black and White | Color | 8.5x11 | 8.5 x 14 | 11 x 17 |
| Labs | 26 | 4 | 1 pallet | ** | ** |
| Academic Units | * | * | varies by AU | ** | ** |

2016 sheet count by user type

| Location | Sheets |
|-----------------|---------------|
| Students | 2,392,091 |
| Fac/Staff | 3,384,887 |
| | 5,776,978 |

* each AU toner is delivered by onsite vendor specialist based on device self reporting (proactive ticket)

** Academic units request outside of existing MPS program

ATTACHMENT C
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-----

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-mo.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

**ATTACHMENT D
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: _____

THE UNIVERSITY OF MISSOURI
SERVICES AGREEMENT – Information Technology Development

This Service Agreement entered into this _____ day of _____, by and between the **Curators of the University of Missouri**, a Missouri public corporation, (hereinafter referred to as “University”) and _____ (hereinafter referred to as “Contractor”) to provide certain services upon the following conditions:

1. SCOPE OF SERVICES

University engages Contractor to render, and Contractor agrees to render, the services described in Exhibit A “Scope of Services” upon the terms and conditions set forth herein.

2. DUTIES

- a. Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of the Services and shall perform the Services in a diligent, professional, and skillful manner.
- b. All Services performed under this Agreement will be performed by Contractor’s employees unless written consent to use subcontractors or other persons is given by University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be _____ through _____, unless terminated as follows:
- b. The University may terminate this contract at any time by providing a 30 day notice. Contractor shall be paid for work completed prior to notice, and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at a not to exceed amount of \$_____.
- b. Payment will be made within thirty (30) days from receipt by the University of Contractor’s completed invoice form. The invoice must show the Contractor’s federal taxpayer ID number.
- c. Final payment will be made after all required reports and/or services have been received and approved by the University.
- d. If travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform to existing University policy, which may be viewed at <http://www.umsystem.edu/ums/rules/bpm>. (if applicable).
- e. Contractor shall send invoices to the following:
 - i. Name:
 - ii. Department
 - iii. Street
 - iv. City State Zip
 - v. Email

5. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be allowed due to Contractor’s failures to include such taxes or as a result of a change in Contractor’s tax liabilities.

6. ASSIGNMENT

Neither this agreement nor any rights or obligations may be assigned or transferred by either Party to any person, corporation, partnership or other entity without the prior written consent of the other Party.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by registered or certified mail to the parties at the address shown below:

- i. University of Missouri Supply Chain
- ii. Attn: (name of Supply Chain representative)
- iii. Street
- iv. City State Zip
- v. Email

8. CONFLICT OF INTEREST

Contractor assures that to the best of Contractor's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Contractor, Contractor's family, business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, Contractor shall advise University of such change.

9. NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and shall not act as an agent for the University, nor shall Contractor be deemed to be an employee of the University for any purposes whatsoever. The Contractor shall not enter into any agreements or incur any obligations on the University's behalf or commit the University in any manner.

10. USE OF NAME (if applicable)

Contractor shall not use directly or by implication the name of the University of Missouri or the name of any member of the University's staff working on this project or any information or data relating to the project for any product promotion or commercial publicity or advertising purposes, or in any way the aims, policies, programs, products, or opinions of the University without the prior written approval of the University.

11. INFORMATION TECHNOLOGY AND WEBSITE DESIGN

- a. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites; software; data capture or retrieval; application hosting; or assistance with unique projects must comply with University Division of Information Technology requirements prior to any work being performed by Contractor.

- i. Security Requirements

All information technology (IT) web sites, web applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices (e.g. OWASP).

Quality Assurance testing must be conducted and must include, as applicable, authentication, authorization, and accounting functions, as well as any other activity designed to validate the functionality, integrity, availability and security of the solution.

In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Contractor agrees to restrict access to University data to only those employees who have a business reason to access the information. Contractor further agrees, if requested by

the University, to require each employee who will have access to University data to sign a confidentiality agreement in a form satisfactory to the University and to provide a copy of all such agreements to the University.

If applicable, Contractor agrees to allow the University to conduct a security audit of any software or web application used to provide the service described within this contract solely for the purpose of identifying vulnerabilities that could compromise the security of the University's data or other IT assets and further agrees to remediate any identified vulnerabilities at its own cost.

Contractor certifies that it has read and will comply with the following University policies:

- Information security standards: <https://www.umsystem.edu/ums/is/infosec/>
- Policy on application security: http://bppm.missouri.edu/chapter13/13_120.html
- Guidelines for application development:
<https://www.umsystem.edu/ums/is/infosec/sections-sysapp>
- Definitions and requirements of data classification: <https://www.umsystem.edu/ums/is/infosec/classification-definitions>

ii. Accessibility Requirements

Contractor warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The University will request that the Contractor resolve any complaint regarding accessibility of its products or services at no cost to the University. Any implementation of such a resolution request will be governed by the existing agreement between the University and the Contractor.

Contractor certifies that it has read and will comply with the following policies:

- University of Missouri Accessibility
Policy: http://bppm.missouri.edu/chapter1/1_025.html
- Section 508 standards: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards>
- WCAG 2.0 levels A and AA: <https://www.w3.org/WAI/intro/wcag>

- b. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites must comply with the identity and branding requirements and user experience/consistency set forth by Digital Service prior to any work being performed by Contractor. Contractor is encouraged to discuss these requirements with Digital Service before the final SOW is agreed upon to determine how these standards will apply to the client organization. Standards on identity and branding and user experience/consistency may be found at: <http://identity.missouri.edu>.

12. INFORMATION TECHNOLOGY SOLUTIONS REQUIREMENTS QUESTIONNAIRE (ITSRQ)

(if applicable)

The ITSRQ is intended to establish standards and guidelines that align with University requirements in three main areas: Security, Accessibility and Enterprise Architecture. In order to verify that the deliverables adhere to these requirements, Contractor agrees to complete the University's ITSRQ and return it to the University for review/approval before the product/service goes into production. If the work being performed is for an existing product/service, the ITSRQ must be completed no later than 60 days after receiving the ITSRQ from the University.

- a. Final deliverables covered in this statement of work will require approval from the following University of Missouri departments or units:

| | | | | | |
|-------------------------------------|--------------------|--------------------------|--------------------------|--------------------------|----------------------|
| <input type="checkbox"/> | Digital Service | <input type="checkbox"/> | Enterprise Architecture | <input type="checkbox"/> | Information Security |
| <input checked="" type="checkbox"/> | Adaptive Computing | <input type="checkbox"/> | Treasurer's Office (PCI) | | |

- b. Approvals in each unit are subject to the following criteria. A configured ITSRQ form can be provided to the Contractor at the start of development so that the Contractor can tailor the solution to address ITSRQ concerns.

| Department | Criteria | Approval Timeline |
|--------------------------------|---|---|
| Digital Service | Compliance with the identity policy per the above web link. Questions should be addressed with Digital Service anytime during development. | Digital Service will review a site after full development, but PRIOR to launch. |
| Adaptive Computing | Contractors are required to adhere to Section 508 accessibility standards until Dec 31, 2016. Starting on January 1, 2017 University of Missouri is transitioning to the Web Content Accessibility Guidelines (WCAG) 2.0, which contractors will be required to adhere to and issues shall be fixed by Contractor at no cost to the University. | Contractor shall design and develop to the stated standards and guidelines. University of Missouri will conduct one automated scan, a sample, to verify accessibility. When Contractor is near product completion they must provide a URL and contact us when ready for scan. University will have two (2) weeks to complete a scan and provide results. For questions please contact Carmen Schafer at (573)882-8838 |
| Information Security | Completion of the Information Technology Security Questionnaire (ITSQ) and Authentication tab, if applicable, included as part of the ITSRQ. | Approval is based on an acceptable ITSQ and authentication method, if applicable. An internal assessment or approved third-party scan may be required. |
| Enterprise Architecture | Completion of the ITSRQ tabs related to integration of the solution to University systems and (if applicable) vendor hosting. | Approval is based on an approved ITSRQ that is completed by the contractor prior to final payment. |
| Treasurer's Office | Required if PCI is in scope. Includes, but not limited to, Attestation of Compliance, Level 1 Service Provider, signed PCI Security Addendum, Self-Assessment Questionnaire and Security Review. | Approval checkpoints are pre-implementation and post-implementation. |

13. INTELLECTUAL PROPERTY (if applicable)

- a. The Contractor ("Contractor") agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri ("University"), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property^[1] developed, created, and/or invented under or pursuant

^[1] "Intellectual Property" means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Contractor Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business

to this Contractor Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Contractor has in the Intellectual Property, Contractor hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to the Intellectual Property; and all rights corresponding to any of the foregoing, throughout the world.

- b. Contractor agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Contractor's signature to apply for and pursue any application covering the Intellectual Property, then Contractor hereby irrevocably designates and appoints University and its duly authorized officers and agents as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Contractor.
- c. Whenever any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contractor Agreement, Contractor shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Contractor will, at the University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Contractor's rights will be determined in accordance with 37 CFR 401.

14. LIABILITY AND INSURANCE

- a. Liability - The Contractor agrees to defend, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Contractor, its employees or agents in performance of the work under this Agreement.
- b. Insurance – During the term of this Agreement, Contractor agrees to carry, at its own expense, the minimum limits set forth on Exhibit B. The University shall be named as an additional insured for insurance listed as item 1 on Exhibit B. Insurance must be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and have an A.M. Best rating of at least A-, VIII. Certificates of insurance evidencing all insurance coverage shall be provided to the University prior to the commencement of Services by Service Provider. Such policies shall contain a provision that the insurance shall not be canceled without two (2) days prior written notice to University. 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 coverages, 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.*

information related to the work being performed under this Contractor Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

15. DEBARMENT AND SUSPENSION

The Contractor to the best of his/her knowledge and belief that he/she 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).

16. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by the laws of the State of Missouri.

17. ENTIRE AGREEMENT; AMENDMENT

This writing and the exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties on the same subject matter. No oral statement or representation shall change or otherwise affect any provisions herein. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party effective as of the date first above written.

SIGNATURES:

**On Behalf of the
Curators of the University of Missouri**

Contractor Name

BY: _____

BY: _____

Printed Name:

Printed Name:

Title:

Title:

DATE: _____

DATE: _____

Document legal approved dated 9 January 2018. _____

Exhibit A Scope of Services

Instructions: Provide a detailed statement of work for which the Contractor shall be responsible. Provide all costs proposed to be covered by the University. Additional documentation may be attached.

Information to be considered as part of Scope of Services shall include any or all of the following:

- **Business Requirements** – Describe the extent of the services to be performed, and the overall objectives of the agreement. Enumerate the specific duties to be performed and the expected outcomes. Include a detailed listing of responsibilities.
- **Technical Requirements**– Identify any technical requirements necessary to achieve or facilitate the successful completion of the services being performed. (May not be applicable for all services.)
- **Milestones or Deliverables** – Provide a schedule for when specific tasks must be completed or when the University should expect the deliverables as listed. Identify what happens if not met. Identify if status updates are required, and frequency.
- **Ongoing Support and Maintenance** – Include a list of vendor responsibilities after the conclusion or development of project. (May not be applicable for all services.)
- **Place of Performance**: Identify where the services will be performed. If performance will occur at multiple University locations, indicate which tasks must be completed where. If service will be at the vendor's facility, only state that requirement.
- **Payment**– Include the total cost of the services being performed, including how cost is determined, and the expected payment schedule. Total cost should not be paid upfront and a payment schedule should be developed to reflect milestones or deliverables.

Exhibit B Insurance Requirements

The University requires outside parties who will be performing work or providing services to the University, or those using University facilities to provide evidence of certain types of insurance coverage at specified minimum limits. In most instances, outside parties are required to name the University as an additional insured and to provide a certificate of insurance (COI) before commencing work or before using a University facility.

Insurance Requirements for Outside Parties

In general, all outside parties providing work, or services, or using University facilities are required to carry the following types and amounts of insurance coverage.

Commercial General Liability (GL)

The University requires all contractors to carry comprehensive general liability insurance (GL). The following table indicates the minimum insurance limit requirements for different types of vendors.

Level of Required General Liability Limits

| Low Risk | Medium Risk | High Risk |
|---|--|---|
| \$1 million per occurrence/\$3 million aggregate | \$2 million per occurrence/ \$5 million aggregate | \$5 million per occurrence/ \$10 million aggregate |
| Consultant (General Management, Software) | Repair/Maintenance/Onsite Installation Work | Hazardous Waste Transporter/Handler |
| Actor/Artist/Musician | Professional Health Care Provider (MD, RN, therapists) | Charter Bus Company |
| Caterer/Food Service Provider (single event) | Inflatable Attraction & Amusement Rental (carnival attraction, mechanical bull) | Airplane Charter |
| Photographer/Videographer | Outdoor Concerts | Industrial Food Service Vendor |
| Independent Consultant/Coach | Limo/Car with Driver Tournaments, Practices, Competitions, Athletic Demonstrations | Asbestos Abatement |
| Floor Refinisher | Electrician | Elevator Work |
| Cleaner | Architect, Exterior Contractor (facades, sidewalks, concrete work), Exterminator | Roofing & Scaffolding Work |

Workers' Compensation

Contractors and suppliers with employees must carry the state statutory minimum workers' compensation coverage limits and \$500,000 for Employer's Liability. This coverage applies when required by state law.

Automobile Liability

If the outside party uses vehicle that is integral to the work performed for or services provided to the University, outside parties working for the University must carry:

- Bodily injury and property damage;
- \$1,000,000 combined single limit per occurrence; and
- Includes owned, non-owned and hired (or any) vehicle coverage.

Professional Liability

When a supplier has a professional designation or license and/or is providing professional services, the University requires:

- \$1,000,000 per occurrence for low risk activities

This coverage is required in addition to general liability (GL) coverage.

Data Breach

If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

Certificate of Insurance Requirements

A certificate of insurance (COI) is a document that shows proof of insurance coverage. Contractors, suppliers, or other outside parties who will be performing work for or services to the University, or using University facilities are required to provide evidence of the insurance required by the University by submitting a certificate of insurance to UM Supply Chain.

The certificate of insurance must:

- Name the Curators of the University of Missouri, including its officers, agents, and employees as an additional insured under the outside party's general liability policy, and state that the policy is primary to any other valid or collectable insurance in force.
- Demonstrate that insurance policies are underwritten by a carrier rated at least "A-, VIII" by Best Rating Agency.
- Contain a provision that a two (2) day prior written notice of cancellation shall be sent to the University.