REQUEST FOR REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

PROFESSIONAL CONSULTING SERVICES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

RFP # 18-6006-LL-C

OPENING DATE: March 27, 2018

TIME: 2:00 CDT

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

Dated: February 22, 2018

RFP 18-6006-LL-C

PROFESSIONAL CONSULTING SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Professional Consulting Services, **RFP # 18-6006-LL-C** which will be received by the undersigned at UM Supply Chain, until **March 27, 2018 at 2:00 p.m. CST. Request for Proposals will be opened and identified starting at 2:05 p.m., CT.** <u>The University assumes no responsibility for any vendor's on-time receipt at the designated</u> <u>proposal/bid opening location.</u>

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: <u>http://www.umsystem.edu/ums/fa/procurement</u> 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 March 13, 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: Leyanna Long 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 Sates 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:

<u>Direct 2nd Tier spending</u>: 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.

<u>Indirect 2nd Tier spending</u>: 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 2md 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/<u>contractors</u> 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

 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 Professional Consulting Services and addressed, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201 ATTN: Leyanna Long.

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 Respondent to provide future maintenance, services 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 **Professional Consulting 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 **"Professional Consulting Services" RFP #18-6006-LL-C**" and received no later than **March 27, 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 March 13, 2018.**

All questions must be addressed to:

Leyanna Long University of Missouri System Supply Chain 2910 LeMone Industrial Blvd Columbia, Missouri 65201 573-882-9778 Ionglk@umsystem.edu

2. SCOPE OF WORK

Enterprise Application Services, a department within the Division of Information Technology (DoIT), a department of the University of Missouri System, desires to contract for certain professional consulting services in support of its Administrative Systems and Applications. The scope of this solicitation encompasses 18 primary functional areas described herein. Respondents may propose services in one, some, or all functional areas. The University also anticipates the need for short-term services of personnel with appropriate skills and background, including technical personnel to cover staff positions when employment gaps occur or when projects arise requiring skills not available from current staff. Since many of the applications were developed or heavily enhanced in-house, the University requires individuals who have indepth industry background in the functional areas that the University supports, as well as excellent general analytical and programming skills.

As a result, the University is seeking to qualify consultants in several areas to be used for engagements from 2018 through 2023 in the area of Application Development and Administrative Systems. Specific project durations will vary throughout the effective contract period. Given the breadth of the applications, products, and systems that must be implemented

and supported, the University intends to award a Master Services Agreement to an unlimited number of respondents that are deemed responsive and meeting all requirements outlined herein. Through the Master Services Agreements as a result of this RFP, the University will have a flexible means of obtaining information technology resources quickly, efficiently and cost effectively. The University reserves the right to limit the number of awarded Master Services Agreements at any time.

Award of a Master Services Agreement does not guarantee work. The University expects to be able to choose among individuals with various skill sets depending on the project. The University will consider business qualifications and experience, technical approach and cost in the evaluation. Award of each project will be made to the responsible offeror whose proposal is determined to be the most advantageous to the University at the lowest possible competitive price. Any price breaks or cost incentives offered by the contractor on a project basis will be considered. No individual contractor should expect to be assigned to the entire project. A combination of contractors may be necessary to insure the skill mix to complete a given project. Duration of projects will vary, although typically a minimum assignment of approximately three months may be expected. Work may be provided on-site at the University or off-site, as agreed upon by the University and the contractor. The University may, at its discretion, discontinue the service of any placed personnel.

The University reserves the right to re-open the RFP process at any time during the contract period if it is determined that the list is insufficient or if there is a valid business need to do so. The University reserves the right to modify the terms of this RFP or the Master Services Agreement at any time. Requested changes to executed Master Services Agreements will be by mutual agreement.

3. CONTRACT PERIOD

The Contract term shall begin upon award for a period of five (5) years. Either party has the right to terminate the contract without cause by giving the other party at least 30 days written notice of its intent to terminate and specifying the termination date.

4. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive agreement with the contractor. This contract shall not restrict the University from acquiring similar, equal or like goods and/or services from other entities or sources.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

It is the respondent's responsibility to supply sufficient and complete information for a full evaluation of all items, including detailed explanations. Response to the Evaluation Criteria shall not exceed 15 pages; single sided and no less than a font size of 10. Only the information provided within the 15 pages will be considered in making the decision to award a Master Services Agreement. The Limiting Criteria and Cost Tables are not included in these 15 pages. No links or attachments will be reviewed or considered. Please be thorough and concise. The

narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested, clearly identifying and referencing the associated section and number, if applicable. All limiting criteria must be met in order for an award to be considered. Proposals which do not meet all of the limiting criteria will be rejected.

When the item asks for information, provide a detailed response. Do not refer solely to attach sales literature as a response. The University reserves the right to declare the proposal as non-responsive if the respondent fails to respond fully to any part of the RFP. The evaluation of each response will be based on its overall competence, compliance, format, and organization. Fancy presentations, binders, and other extraneous materials are neither needed nor desired. Responses should be submitted on $8\frac{1}{2}x11$ " paper. Brochures, literature, and other marketing materials should not be included unless they are an integral part of the Request for Proposal.

When using any language that has meaning to respondent's firm yet may be more or less specific than the industry meaning, please define the term in the response. Information regarding network infrastructure, routing, and design may be submitted separately as proprietary information, see Confidentiality of Information below, that is to be held in confidence. Response must clearly indicate when this information is proprietary and confidential. Pricing, meet or exceed specification responses, and any comments/remarks not related to network infrastructure and design will not be considered proprietary and/or confidential information.

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 Statues 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 con-tract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

6. 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 professional consulting services to the University of Missouri. To help prepare a proposal, the University has provided information herein regarding the project, about the University and other background information that may be helpful. Below are specific criteria that the University will follow to evaluate proposals. Proposals shall remain open and subject to acceptance for 120 days from the date of proposal opening. During this period, respondents may not make material modifications, corrections, or changes (including pricing) to their proposal.

The University reserves the right to create a shortlist and conduct interviews or demonstrations with some or all of the respondents on that list at any point during the evaluation process. This may include a web enabled demo, on site demo at the University or a demonstration version

delivered to the University for trial. Demonstrations shall clearly show all functionality, including interfacing ability to existing internal applications. The University will not reimburse the respondent for the costs associated with the interview process or demonstrations. Each presentation will be judged as to its completeness and the University reserves the right to include any information provided in the interview or demonstration in the evaluation of the stated criteria.

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. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: If all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal offers a higher qualitative merit if the difference in price is commensurate with added value. Conversely, the University may select for negotiations with a respondent whose proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.

7. 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.

8. PAYMENT TERMS AND CONDITIONS

The University reserves the right to withhold a portion of the payment until the services have been completed. The final invoice will be paid thirty (30) days after user acceptance, as defined by the University. Payment terms shall be mutually agreed upon between the successful Respondent(s) and the University in alignment with implementation milestones prior to completion of the SOW. 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 SECURITY REQUIREMENTS

All information technology (IT) 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.

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.

Respondent agrees to protect the privacy and security of all University data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this agreement.

Respondent agrees to restrict access to University data to only those employees who have a legitimate reason to access the information. Respondent further agrees 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 upon request.

Respondent certifies that it has read and will comply with the University's policy on application security (http://bppm.missouri.edu/chapter13/13_120.html) as well as the Division of IT guidelines for application development (https://www.umsystem.edu/ums/is/infosec/sections-sysapp) and data classification (https://www.umsystem.edu/ums/is/infosec/classification-definitions). In the event that this product should fail to meet these security requirements, respondent agrees to indemnify and hold harmless the University from all claims, demands, losses, damages, liabilities, costs and expenses, including legal fees, arising out of, or by reason of, any breach or alleged breach of this provision

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Respondent certifies that it has read and will comply with the University's policy on application security (http://bppm.missouri.edu/chapter13/13_120.html) as well as the Division of Information Technology guidelines for application development (http://doit.missouri.edu/security/applications/) and data classification (http://doit.missouri.edu/security/data-classification/). In the event that this product should fail to meet these security requirements, respondent agrees to indemnify and hold harmless the University from all claims, demands, losses, damages, liabilities, costs and expenses, including legal fees, arising out of, or by reason of, any breach or alleged breach of this provision.
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Yes _____ or No_____

10. 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. By submitting a response, respondent has accepted the terms of this RFP agrees to the format of the Master Services Agreement for Professional Consulting Services (sample attachment B) and to waive the inclusion of their contract document.

Yes____ or No_____

10.2. Respondent must have specific individuals (with designated alternates) to contact regarding day-to-day operations for servicing of accounts. A phone number, address and an e-mail address should be included. E-mail will be the preferred method of communicating with contractor when the University seeks to purchase services under this contract. Include contact information with response.

Yes____ or No_____

10.3. Respondent shall understand and agree that the University has the right to audit contractor's records regarding this contract, including billed rate per hour and expenses.

Yes_____ or No_____

10.4. The following technical skill sets will be needed on occasion when professional staff vacancies occur and/or when short-term project expertise is required. Please indicate which of these services can be provided by the respondent and availability of personnel. Respondent must satisfactorily fulfill the University's requirements for at least one category to be considered responsive.

Yes____ or No_____

Availability should be indicated by:

A=Available: personnel on staff with these skills P=Planned addition to our staff N=No personnel on staff with these skills

Availability

- ____PeopleSoft Financials & Supply Chain version 9.2
- ____PeopleSoft Human Capital Management version 9.2
- ____PeopleSoft Campus Solutions 9.0 or higher
- ____PeopleSoft System Administration (including PUM application and security)
- ____PeopleSoft PeopleTools/Application Designer/Integration Broker version 8.53 or higher
- PeopleSoft Security, PeopleTools 8.53 or higher
- ___Oracle PeopleSoft Elasticsearch
- ____Application software design and development (including ColdFusion, .NET, Java, .XML)
- ____Mobile Application Development (iOS and Android)
- ____IBM Cognos version 11.0.8 or higher
- ____Informatica PowerCenter 10.x or Higher
- ____Oracle Hyperion version 11.1.2.x or higher
- ____Oracle Essbase version 11.1.2.x or higher
- ____Tableau Desktop/Server version 10.4 or higher
- ____Microsoft PowerBI 2.53 (December 2017) or higher
- ____Data Warehouse Design, including familiarity with star schema dimension modeling
- ___Oracle Database version 11.2.0.3 or higher
- ___Oracle SQL, PL/SQL
- ____Operating Systems: RHELS 5.6 or Higher, Sun Solaris, MS Windows
 - Process and organizational planning and design
- ____Project Management (PMI)
- ____Change Management
- Salesforce Development, Configuration, and Administration, including Force.com, Apex Development, the Lightning platform, the HEDA (Higher Education Data Architecture) model, etc.
- 10.5. 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_____

10.6. Respondent must agree that all work completed for the University under this RFP are "works for hire" and become the intellectual property of the University.

Yes____ or No_____

10.7. 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_____

10.8. Respondent must adhere to University policies, procedures and best practices related to information security found here: ttps://www.umsystem.edu/ums/is/infosec. This includes but is not limited to the security of databases, applications or application components, reports, and other technology based systems and tools managed or developed by the consultant. These policies may be revised from time to time and the contractor shall comply with all such revisions.

Yes _____ or No_____

10.9. Respondent shall be required to complete security awareness training and sign a confidentiality agreement, as requested by the University.

Yes _____ or No_____

10.10. Respondent must adhere to University policies and procedures related to Project Management. These policies may be revised from time to time and the contractor shall comply with all such revisions

Yes _____ or No_____

10.11. The University and respondent agree they will not attempt to recruit or hire either party's employees during the duration of the contract without permission of the other party. This provision will extend for one year following termination of the contract. This restriction shall not apply to employees who respond to a general public solicitation not targeted toward that individual, to individuals who have left the employment of the other party prior to any solicitation, or to employees who approach the other party about employment without having been solicited. All personnel provided through this contract shall maintain confidentiality about University operations and may be subject to background or security checks

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

Yes _____ or No_____

10.12. Respondent acknowledges and agrees that all travel expenses incurred during performance of services associated with the agreement shall be reimbursed in accordance with the University's allowable travel expense policy located at https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses. Any travel expenses outside of what is allowable per this policy must be approved in advance by the University or they may not be eligible for reimbursement. A Guarantee not to exceed maximum will be negotiated at the time of scope of work development.

Yes _____ or No_____

10.13. Respondent agrees to be insured at all times and provide a current certificate of insurance to the University upon request. Coverage shall be provided as follows by a carrier with A.M. Best minimum rating of A-XI:

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. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri, its officers, employees and agents endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

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

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

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

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

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

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.

NOTE: If the respondent collaborates with other individuals or companies in order to meet the stated requirements, information must be provided identifying all companies and individuals expected to participate in meeting said requirements.

11.1. Experience and Qualifications

Provide a detailed description of what modules respondent's firm has experience with in each of the following categories. Specifically, respondent shall describe demonstrated experience with the following products, in addition to knowledge and practice in the creation of data conversion methodologies and scripts to ensure accurate movement of data from replaced systems to the new systems. Attention shall also be given to the use of and adherence to secure development practices

- PeopleSoft Financials & Supply Chain version 9.2
- PeopleSoft Human Capital Management version 9.2
- PeopleSoft Campus Solutions 9.0 or higher
- PeopleSoft System Administration (including PUM application and security)
- PeopleSoft PeopleTools/Application Designer/Integration Broker version 8.53 or higher
- PeopleSoft Security, PeopleTools 8.53 or higher
- Oracle PeopleSoft Elasticsearch
- Application software design and development (including ColdFusion, .NET, Java, .XML)
- Mobile Application Development (iOS and Android)

- IBM Cognos version 11.0.8 or higher
- Informatica PowerCenter 10.x or Higher
- Oracle Hyperion version 11.1.2.x or higher
- Oracle Essbase version 11.1.2.x or higher
- Tableau Desktop/Server version 10.4 or higher
- Microsoft PowerBI 2.53 (December 2017) or higher
- Data Warehouse Design, including familiarity with star schema dimension modeling
- Oracle Database version 11.2.0.3 or higher
- Oracle SQL, PL/SQL
- Operating Systems: RHELS 5.6 or Higher, Sun Solaris, MS Windows
- Process and organizational planning and design
- Project Management (PMI)
- Change Management
- Salesforce Development, Configuration, and Administration,

including Force.com, Apex Development, the Lightning platform, the HEDA (Higher Education Data Architecture) model, etc.

11.2. Successful Implementation, Interface, Integration and Project Management

Describe up to three successful engagements which may include implementation, upgrades, interfaces, integration or project management of the aforementioned. Document the scope of each engagement and pertinent outcomes. Describe respondent's methodology for creating interfaces between PeopleSoft and other software systems and the tools used to accomplish this

11.3. Past Performance

Respondent shall discuss their capabilities to provide the services outlined above for each functional area proposed, preferably with clients of similar size and scope of the University. Details shall be included related to how respondent can help keep costs down. Respondent shall provide an example of a successful project (on time, within budget, within scope), including the project name, services performed, the objectives satisfied and the current status of the project. A supporting reference shall also be included with name of client organization and name, title and current telephone number of point of contact for client organization. Discuss respondent's ability to keep within budget, within scope and within the timeline of a given project

11.4 **References**

List three (3) customers where respondent's firm has provided professional consulting services for each of the applicable aforementioned categories within the last five (5) years. The University prefers to work with vendors that have extensive experience in higher education, so the list should highlight all higher education institutions similar in size and profile to the University of Missouri. State when the work was done and level of participation in the implementation, conversion and process redesign effort associated with the installation. Provide where possible, information regarding systems converted from and to in this process. Indicate timelines, number of consultants that were dedicated to each engagement, the number of client employees involved and the current status of the project. Include names and contact information from the referral

universities that the University of Missouri may contact. The University reserves the right to contact the references and include their responses as part of the evaluation.

11.5 Staffing and Support

State how many employees the firm has. Identify the number of consultants currently employed by the firm and the number of years' experience at your firm for each of the aforementioned categories. Include any applicable certifications held. Describe respondent's approach and methods for retaining a stable consulting staff. Furthermore, respondent must provide a detailed description of the placement process. For example, describe how an assignment for a contractor is initiated, how long it would take to fill a given position and how a productive fit would be achieved between the University and the respondent. Special notation must be made if the respondent plans to use a subcontractor for the provision of any or all services.

11.6 History of the Firm

Discuss the history of the firm, including any predecessor firms and the current parent/subsidiary relationship with any other firm(s). Indicate how long the current firm has been in continuous operation and how long it has been providing professional consulting services. Provide any significant information about the firm, which is relevant to demonstrating its experience and how it is uniquely qualified to provide professional consulting services

11.7 Pricing

- a. Describe how the proposed services are priced (methodology) and specifically itemize costs proposed for the contract term.
- b. Respondent must provide a cost for on-site and off-site consulting for each category selected in Item 10.4 under the Limiting Criteria to be evaluated at the time a specific skill is needed.
- c. Cost tables have been provided as Attachment C to be completed or indicated as "N/A Not Applicable". If more than one category applies, please submit one cost table for each category. The proposed cost shall incorporate all costs for services under the contract for the contract period.
- d. The University reserves the right to negotiate any and all rates at any time throughout the contract period. Billable hours shall begin when the contractor's employee(s) arrive on-site at the University location.
- e. There will be no payment for labor hours for travel time. Be aware that if an hourly-billed rate is expressed as a range for any given skill set, the University will evaluate the highest amount and consider it the maximum not to exceed rate. Indicate your willingness to accept not-to-exceed cost arrangements
- f. The submitted costs must remain firm for a period of two years. Within this timeframe costs may go down, but cannot go up. The maximum percentage price increase for year's three to five shall not exceed 3% annually. Respondents must state the proposed increase below
 - Year 3: ____% Year 4: ____% Year 5: ___%

REQUEST FOR PROPOSAL FORM

REQUEST FOR REQUEST FOR PROPOSALS FOR FURNISHING AND DELIVERY OF PROFESSIONAL CONSULTING SERVICES FOR THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE UNIVERSITY OF MISSOURI RFP # 18-6006-LL-C OPENING DATE: MARCH 27, 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.

| Number of calendar days delivery after receipt o | 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?yesno | | |

AUTHORIZED RESPONDENT REPRESENTATION

This signature sheet must be returned with your proposal.

ATTACHMENT A 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:

- <u>Direct 2nd Tier spending</u>: 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 womanowned 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.
- <u>Indirect 2nd Tier spending</u>: 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.

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

------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-0mo.gov/sldc Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council 317 N. 11th St. Suite 502 St. Louis, MO. 63101 314-436-8877 www.midstatesmsdc.org MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council 777 Admiral Blvd. Kansas City, MO. 64106 816-221-4200 www.mpmsdc.org MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City 1000 Walnut Suite 500 Kansas City, MO. 66106 816-426-4900 http://www.sba.gov/about-offices-content/2/3123 Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis 1222 Spruce St. Suite 10.103 St. Louis, MO. 63103 314-539-6600 http://www.sba.gov/about-offices-content/2/3124 St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration Veteran and Service Disabled Veteran Database and verification www.vetbiz.gov

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

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

THE UNIVERSITY OF MISSOURI MASTER SERVICES AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

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 consulting services upon the following terms and conditions:

1. SCOPE OF SERVICES

University engages Contractor to render, and Contractor agrees to render, the professional consulting services as requested. A new statement of work (Exhibit A) will be required for each project and will become an exhibit of the Master Services Agreement.

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.

PERIOD OF SERVICE AND TERMINATION The period of performance shall be September 1, 2018 through August 31, 2023, unless terminated as follows:

- a. By Mutual agreement of the University and Consultant, or
- 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 Consultant for services performed as detailed in response to RFP #18-6006-LL-C.
- 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. (if applicable)
- 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/bpm500 (if applicable)

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: Leyanna Long
- iii. 2910 LeMone Industrial Blvd.
- iv. Columbia, MO 65201
- v. longlk@umsystem.edu

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, Company will 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 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 will 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

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

12. 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 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

^[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 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.

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.

13. 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.

14. 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).

15. 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.

16. 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.

17. Preapproved University of Missouri System legal document as of 11/21/2017.____

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: |

Exhibit A

STATEMENT OF WORK

This Statement of Work (SOW) is made as of ______(SOW effective date) by and between The Curators of the University of Missouri on behalf of the Division of Information Technology (University) and ______(Consultant), and is governed by the Master Services Agreement dated______, per RFP#18-6006-LL-C award.

Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

General Information

| University Contact | Name: |
|---|-------------------|
| | Address: |
| | Phone: |
| | e-Mail: |
| Consultant Contact | Name: |
| | Address: |
| | Phone: |
| | e-Mail: |
| University Billing Contact | Name: |
| | Address: |
| | Phone: |
| | e-Mail: |
| Site at which services are to | Address: |
| be performed | |
| | |
| Site at which services are to be performed | Phone: e-Mail: |

DEFINITIONS (*State any definitions*)

SERVICES

The Services and obligations are defined as follows. Any services not explicitly set forth in this are not considered services.

(Include the activity, the responsibility party and location)

CONSULTING RESOURCES

The staffing plan for the project will be for the services listed above. (*Include consultant title, timeframe of work and estimated number of hours*)

FEES AND PAYMENTS

The services rendered for the project will be on a time and materials basis. Travel expenses incurred during performance of services associated with the agreement shall be reimbursed in accordance with the University's allowable travel expense policy located at <u>https://www.umsystem.edu/ums/policies/finance/allowable_travel_expenses</u>. Any travel expenses outside of what is allowable per this policy must be approved in advance by the University or they may not be eligible for reimbursement. A Guarantee not to exceed maximum will be negotiated at the time of scope of work development.

Payment will be made thirty (30) calendar days after acceptance by the University. (*Include consultant title, hours, rate/hour and total cost. NOTE: Consultant can propose onsite and offsite hours/rates if applicable. However, all costs shall be included for onsite hours, per the RFP award.*)

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Statement of Work.

SIGNATURES

The Curators of the University of Missouri

Consultant

BY:

BY:

DATE:

DATE:

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.

| Low Risk | Medium Risk | High Risk |
|---|--|--|
| \$1 million per occurrence/\$2 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 |

Level of Required General Liability Limits

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. Data Breach and Errors & Omission Coverage:

Information tech or Intellectual Property Exposure: If the vendor or service is capturing, transmitting or has access to PII, PHI or PCI then add \$1,000,000 per occurrence minimum for low risk. Depending on the situation, please discuss with RIM

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.

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 <u>UM Supply Chain</u>.

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.

Attachment C

COST TABLES

Technical Skill:_____

<u>**ON-SITE**</u> (including travel costs)

| Consultant Level | Rate (\$/Hour) | % Discount | Extended Rate (\$Hourly) |
|---------------------------|-------------------|---------------|--------------------------------|
| Staff Consultant | | | |
| Senior Consultant | | | |
| Principal Consultant | | | |
| Managing Principal | | | |
| Senior Principal | | | |
| Practice Manager | | | |
| Technical Manager | | | |
| Project Manager | | | |
| Practice Director | | | |
| Technical Director | | | |
| Senior Practice Director | | | |
| Senior Technical Director | | | |
| | | | |

OFF-SITE

| Consultant Level | Rate <u>(\$/Hour)</u> | % Discount | Extended Rate <u>(\$Hourly)</u> |
|---------------------------|--------------------------|---------------|---------------------------------------|
| Staff Consultant | | | |
| Senior Consultant | | | |
| Principal Consultant | | | |
| Managing Principal | | | |
| Senior Principal | | | |
| Practice Manager | | | |
| Technical Manager | | | |
| Project Manager | | | |
| Practice Director | | | |
| Technical Director | | | |
| Senior Practice Director | | | |
| Senior Technical Director | | | |
| | | | |

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.

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)

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

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 BUSI | NESS ENTERI | PRISE _ | 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 | (0) |
| | |
| SOLE PROPRIETORSHIP: | _YesNo |

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: _____