

REQUEST FOR PROPOSALS

FOR

AFFIRMATIVE ACTION PROGRAM

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI SYSTEM

RFP # 19 9012 DH C

OPENING DATE: JANUARY 25, 2019

TIME: 12:00 PM, CT

Prepared by:

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Dated: December 19, 2018

## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for Affirmative Action Program RFP #19-9012-DH-U , which will be received by the undersigned at the UM System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 12:00 p.m., CT, January 25, 2019 . Proposals will be opened and identified starting at 12:05 p.m., CT.

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

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

THE CURATORS OF THE  
UNIVERSITY OF MISSOURI

By: Darla Higgins  
Sr. Business Services Consultant  
University of Missouri System Supply Chain  
[higginsdj@umsystem.edu](mailto:higginsdj@umsystem.edu)

GENERAL TERMS AND CONDITIONS  
INSTRUCTIONS TO RESPONDENTS  
REQUEST FOR PROPOSAL (RFP)

A. GENERAL TERMS AND CONDITIONS

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

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

## 7. Supplier Diversity Participation

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

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

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

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

Indirect 2<sup>nd</sup> Tier spending: Calculates the 2<sup>nd</sup> 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 2<sup>nd</sup> Tier spending.

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

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

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

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

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

Other Subcontractors. It is recognized that professional subcontractors may be engaged to properly address all needs cited. Subcontractors who are employed to address a particular field should be pre-approved and so identified in any report, and are required to attend the presentation.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212

formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

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

## B. INSTRUCTIONS TO RESPONDENTS

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondent's risk. It is the Respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of 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 Respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: Darla Higgins, Sr. Business Services Consultant; or emailed to, [higginsdj@umsystem.edu](mailto:higginsdj@umsystem.edu). It is the responsibility of the person or organization communicating the request to ensure that it*

*is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.*

The terms and conditions, as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

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

- 2. Preparation of Proposals: All proposals must be submitted, in one original and one copy on a flash or jump drive (non password protected) , on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "AFFIRMATIVE ACTION PROGRAM RFP# 19-9012-DH-U " and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins**

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

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.



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

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

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

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

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

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of 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, then the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

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

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the

time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

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

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

5. **Contract Award and Assignment:** The successful Respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

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

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by 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 books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
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. **Supersedes Previous Agreements.** This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the Company and Consultants with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

UNIVERSITY OF MISSOURI  
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

AFFIRMATIVE ACTION PROGRAM

1. General

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (referred to as "University") with an organization (referred to as "Contractor") AFFIRMATIVE ACTION PROGRAM, RFP #: 19-9012-DH-U; as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201 with a notation on the sealed envelope showing the contents to be a proposal for "AFFIRMATIVE ACTION PROGRAM RFP#: 19-9012-DH-U and received no later than, January 25<sup>th</sup>, 2019 at 2:00p.m. CT.

All proposals must be submitted, in one (1) original hard copy and one (1) copy on a flash or jump drive non password protect (is the only acceptable form of electronic copy). All pricing information must be submitted separately from the proposal solution. Questions must be submitted on or before January 25, 2019. 19-9012-DH-U.

1.2 Scope

The scope of work is as follows:

The University of Missouri System is seeking proposals from qualified firms to provide Affirmative Action Program (AAP) planning consultative expertise and to prepare federally and state compliant affirmative action programs, as well as additional analysis and reporting as required and contained within the scope of work specified in the Request for Proposal (RFP). Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

A compliant, effective and actionable Affirmative Action Program is vital to organizational efforts to attract and retain a skilled and diverse workforce. Furthermore, it enables the university to increase its compositional diversity and engage it in ways that create more productive environments to serve our student, faculty and staff communities across our

four campuses. To that end, the university intends to initiate an RFP process to identify a vendor who will be able to deliver affirmative action plan consultation across the University of Missouri System.

Currently, the university is engaged with a qualified firm who has provided quality services and enabled the university to be compliant with federal regulations. As this three-year agreement comes to an end, we believe it is in the best interest of the university to provide additional vendors with the opportunity to bid on this multi-year contract. The selection process is scheduled to occur over the next 60-90 days, with the goal of having a vendor identified and announced by April 1, 2019. AAP plan development work would immediately follow.

It is our intention that once selected, the vendor of choice will enhance our current processes and assist in the management of a streamlined program for the University of Missouri System central administration, the four campuses, and MU Health Care for the purposes of accountability, compliance, and efficiency.

### **1.3 University of Missouri Mission Statement**

The mission of the University of Missouri System, as a land-grant university and Missouri's only public research and doctoral –level institution, is to discover, disseminate, preserve, and apply knowledge. The university promotes learning by its students and lifelong learning by Missouri citizens, fosters innovation to support economic development, and advances the health, cultural, and social interests of the people of Missouri, the nation, and the world.

## **2. Contract Period**

The contract period shall be for the term of (1) one-year with option to renew the agreement for (4) four additional 12 month terms. If mutually agreeable to by the University and the awarded firm.

## **3. Award of Contract**

Proposals will be awarded based upon the criteria set forth in Section 8 of the Detailed Specifications and Special Conditions.

#### 4. Respondent's Proposal

In addition to responses to Sections 8 (Mandatory IT Security and Technical Requirements), 9 (Limiting Criteria), and 10 (Evaluation Questions), the following information shall be included with the proposal submission:

- (1) Signed Form of Proposal (included herein),
- (2) Supplier Diversity Participation Form
- (3) A complete response to this Request for Proposal that complies with all the mandatory requirements and which follows the structure outlined herein.

Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening.

#### 5. 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.

#### 6. Payment

All proposals to be submitted on the basis of "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.

#### 7. Proposal Evaluation and Selection Process

##### A. RFP Evaluation

1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: if all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and



management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal(s) 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.

2. An evaluation team will evaluate the proposals utilizing the following process:
  - (a) Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
  - (b) The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:
    - (i) Validate or clarify the proposed pricing; and
    - (ii) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
    - (iii) Clarify relevant firm experience information.
  - (c) The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
  - (a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;

- (b) Verifying and identifying strengths and weaknesses which could affect work performance;
  - (c) Verifying the validity of the respondent's proposed pricing; and
  - (d) Assessing the proposed personnel and the respondent's capabilities for performing the work.
- 4. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
  - 5. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

#### **B. Vendor Selection**

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

#### **C. RFP Evaluation**

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

- 1. Financial Proposal
- 2. ITSQR Responses
- 3. Desirable Criteria

## 8. Mandatory IT Security and Technical Requirements (spreadsheet titled "ITSRQ")

The ITSRQ can be found at the University of Missouri Procurement Website, Open Bids titled, 19 9012 DH U Affirmative Action Plan ITSRQ. <https://www.umsystem.edu/ums/fa/procurement/bids>

- IT Solution and Requirements Questionnaire (ITSRQ) (see excel spreadsheet attached to this RFP)
- Respondents MUST complete ALL sections/tabs listed in the ITSRQ spreadsheet. Respondents who do not complete the ITSRQ may be disqualified. Respondents may not embed formulas, white pages, add or delete sections/tabs within the spreadsheet. Simply state Yes (Y), No (N), Alternate (ALT) or Not Applicable (NA) in the designated sections, and provide Narrative Comments in the designated sections.
- The ITSRQ consist of the following sections:
  1. Instructions
  2. IT Security (Limiting Criteria)
  3. Authentication
  4. Service Level Agreement (SLA) and Service Reporting
  5. Data Center
  6. Data Access
  7. Data Integration
  8. Business Continuity & Disaster Recovery (BC&DR)
  9. Web Security

## 9. Limiting Criteria

The following questions are mandatory requirements that must be met in order for a proposal response to be considered.

9.1 Does your organization have a minimum of five years' proven experience in providing cloud-based AAP reporting and analysis solutions and outsourcing service solutions to clients with multisite organizations with over 20,000 employees in higher education and healthcare (hospital) markets?

Yes \_\_\_\_ or No \_\_\_\_

9.2 Does your organization have a minimum of five years' experience in managing OFCCP audits in higher education and healthcare markets? If Yes, please advise absent specific company particulars.

Yes \_\_\_\_ or No \_\_\_\_

## 10. 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

### Service

10.1 Please describe your company's primary type of business, and how many years in business.

10.2 Describe your experience in working with higher education and healthcare (hospital) in the area of Affirmative Action Program.

10.3 Describe your firms AAP services include solutions for both software and outsourcing. The AAP solution will be cloud based, support segregation and aggregation of data from all University of Missouri System business units to develop at least four (4) levels of management roll-up reports, including system level. Contractor shall provide a process to gather, scrub, and analyze data as applicable in the preparation of AAP plans. Contractor must also provide a description of the tools used in these processes. Contractor shall provide a timeline of the steps in the implementation process, inclusive of training. This timeline of steps shall include steps by the Contractor and those of the University.

10.4 Contractor's AAP services shall generate all reports and analyses required by Title 41, part 60 of the Code of Federal Regulations ("CFR"), as the regulation is applicable to educational institutions including, but not limited to, these reports:

- a. Workforce Analysis/Organizational Profile
- b. Incumbency v. Availability Analysis
- c. Placement Goal Establishment
- d. Job Group Analysis
- e. Availability Analysis

10.5 Contractor's AAP services shall produce plans that meet or exceed the requirements of 41 CFR 60, Affirmative Action/Equal Employment Opportunity reporting requirements of the State of Missouri and any local or institutional requirements. Contractor shall ensure legal compliance pertaining to Executive Order 11246; Section 503 of the Rehabilitation Act; the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA); and any other applicable statute. Contractor shall assist University in staying abreast of legal requirements on the federal and state levels.

10.6 Contractor shall indicate if it provides guidance or subject-matter expertise in the form of compliance professionals, statistical analysis experts and in-house counsel. The Contractor should address the availability of industry data, or "most current occupational data available", for example, Survey of Earned Doctorates data. Address other specialty industry data for faculty and healthcare professionals. Any considerations related to obtaining the most current data available, beyond what is standard for the Contractor should be addressed.

10.7 Contractor shall provide assistance in analyzing and preparing required responses to internal or external audits of the AAP plans, and resolving consumer disputes.

10.8 Contractor shall keep its company updated on state and federal laws regarding the applicable equal employment opportunity laws. Contractor shall provide upgrades/updates as federal/state guidance/regulations are amended/changed.

10.9 Contractor shall define its expectation of university assistance during the implementation process (key employees, university tasks/customizations). It is the expectation that university business units using the software solution/application will begin the planning process by May 1, 2019, and contractor's proposed timeline should take this deadline into account.

10.10 Contractor shall provide AAP planning services that prepare federally compliant affirmative action programs for four universities, a health system/hospital, and the system office. Business units are independently developing plans for their campus/business unit covered workforces that range from approximately 500-10,500 employees (counts include temporary and part time employees). The Contractor is encouraged to visit our company websites for additional information.

- University of Missouri System Office (Columbia, MO): 500 Employees
- University of Missouri-Columbia (Columbia, MO): 10,400 Employees
- Missouri University of Science and Technology (Rolla, MO): 1,550 Employees
- University of Missouri-Kansas City (Kansas City, MO): 3,350 Employees
- University of Missouri-St. Louis (St. Louis, MO): 2,000 Employees
- MU Health Care (Columbia, MO): 6,400 Employees

10.11 Contractor shall offer both a robust software, and consultant-based outsourcing solution that allows for interchangeable use as determined by each campus/business unit and contractor shall provide plan administrators with year-round, expert affirmative action analysis, training and consultation.

10.12 Contractor's assigned business consultants shall be familiar with the higher education and healthcare settings, have experience developing AAP plans for educational and healthcare institutions, and provide expert support throughout the plan year.

10.13 Contractor's outsourcing services must allow for importation of custom industry data sets and custom statistical labor areas to use in preparing labor market availability analyses. Contractor's outsourcing services must provide access to the most current occupational data from the Census/American Community Survey, US Census Bureau – 2010 EEO Tabulation (or other more recent applicable data equivalent) the Integrated Postsecondary Education Data System, and National Science Foundation Survey of Earned Doctorates and Outliners Cohort Analysis (as needed for problem areas) and other statistical and practical significance tests which are or may become industry appropriate.

10.14 Contractor outsourcing services must provide flexibility in selection and use of federally accepted statistical testing including the Standard Deviation, Exact Binomial Test and other statistical and practical significance tests of compensation data to include T-test and regression analysis, which are or may become industry appropriate.

10.15 Contractor will annually host a one-day, **in-person** AAP planning workshop with reference materials for approximately 25 attendees at the University of Missouri System office in Columbia, Missouri. In addition, the Contractor will correspond with AAP planning team members via phone, videoconference and in Telepresence meetings during initial training and implementation, annual plan development, and regular on-going training and consultation as needed to answer questions on AAP key concepts and to meet plan objectives. Contractor's training shall cover use of the solution technology (software, data repository, or other applicable mechanism), AAP planning best practices, changes in state and federal statute regarding AAP, and other necessary subjects to successfully develop a compliant plan document. Contractor's training shall not be considered complete until such time as the University agrees that the solution is fully operational and each user has shown the ability to successfully gain access to and operate the solution. **"Respondent must include cost of workshop in the cost section of said RFP"**.

10.16 Contractor will provide each business unit with:

- Affirmative Action Plan
- Narrative
- Total View Management Roll-Up Reports
- Monitoring/Impact Ratio Analysis (IRA) throughout AAP year (two cycles per year (November 1 data and May 1 data, with impact ratio analysis.)
- Contractor's outsourcing services must provide minimally two data passes. More may be required during the initial year of contract implementation.
- Compensation Tipping Test Report – (Each campus/business unit)
- Software access for at least 14 users - Contractor's AAP software solution/application should provide access for at least 2 administrators, plus 2 users per campus/business unit for data management and reporting). **“Respondent must include cost for additional users in the cost section of said RFP”.**

10.17 Contractor's outsourcing services must provide the ability to archive minimally up to five years of previous AAP planning information with continued reporting access.

### Software Solution / Application

10.18 Contractor's software solution/application must produce and export data and reports in multiple electronic file formats including, but not limited to, Microsoft Excel, Microsoft Word, and Portable Document Format.

10.19 Contractor's AAP software solution/application must allow importation of employment data through Microsoft Excel or Comma Separated value files.

10.20 Contractor's AAP software solution/application must achieve multiple levels of organizational reporting through a single data import and the ability to report aggregate data using multiple units/categories.

10.21 Contractor's AAP software solution/application must achieve multiple levels of organizational reporting through a single data import and the ability to report aggregate data using multiple units/categories.

10.22 Contractor shall provide product support following initial software implementation and throughout the plan year.

10.23 Contractor's system must be password protected/encrypted.

10.24 Access to University data shall require best-practice authentication procedures for system logon and passwords and system must have procedures to securely maintain University data separately from other clients.

10.25 Contractor must implement and maintain 'appropriate safeguards' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314, for all 'customer information,' as that term is defined in § 314.2(b) of the FTC Safeguard Rule, delivered to Contractor by University pursuant to this Agreement. Contractor must validate that it has implemented an Information Security Program ('the Program') as required by the FTC Safeguard Rule.

10.26 Contractor shall utilize standard maintenance practices to keep the site current (i.e. the process and down times, disposal of personally identifiable information, etc.)

10.27 Contractor shall have a retention and disposal policy of system data.

10.28 Contractor shall describe in its response that its software shall include the ability to time-out for non-activity.

### **Customer Service**

10.29 Contractor shall have a process for resolving consumer disputes. Include descriptions of dispute documentation, document storage and retrieval, timeliness, internal resources, and any other applicable details.

10.30 Contractor's hours of operation shall include at a minimum real time assistance that is available Monday through Friday from 8 a.m. to 5 p.m. CT.

10.31 Contractor shall have technical support and customer service process and availability through on-line access, email and/or a toll-free telephone number, as described in the proposal.

10.32 Please describe the support team that will be assigned to the University of Missouri System account. List years of AAP experience, area of expertise, and number of years with the firm.



## Proposal Evaluation Criteria

### INSTRUCTIONS FOR PROPOSAL RESPONSE:

Respondents are required to fully respond with compliance statements to each of the limiting criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

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

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

**Volume I** – Functional Technical Section is to be submitted with (1) one hard copy, and (1) one electronic file, and must contain:

- Response to Instructions to Respondents and General Conditions, limiting criteria and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

**Volume II** - Financial Response Section must be submitted in a separately sealed envelope in (1) original and (1) one copy on a flash or jump drive and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the MBE/WBE commitment response. Financial statements that may be required are also to be included in this section.

Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

## EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Proposals will be awarded based upon the pricing and functional/technical evaluation.

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

PROPOSAL FORM

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(Name of firm or individual responding)

REQUEST FOR PROPOSALS

AFFIRMATIVE ACTION PROGRAM  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
RFP #19-9012-DH-U  
OPENING DATE: JANUARY 25, 2019  
TIME: 12:00 PM, CT

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

Respondents shall provide itemized pricing pages in Volume #2 per instructions.

## AUTHORIZED RESPONDENT REPRESENTATION FORM

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

This signature sheet must be returned with your proposal.

## SUPPLIER DIVERSITY PARTICIPATION FORM

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

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

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 2<sup>nd</sup> tier spending, please list as "indirect" under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 <sup>st</sup> or 2 <sup>nd</sup> Tier

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

## Supplier Diversity Certifying Agencies

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

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

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

St. Louis Minority Business Council

308 N. 21st St, 7th floor

St. Louis, MO. 63101

314-241-1143

[www.slmbc.org](http://www.slmbc.org)

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

Women's Business Development Center (WBENC)-Chicago

8 S. Michigan Ave Suite 400

Chicago, Illinois 60603

312-853-3477

[www.wbdc.org](http://www.wbdc.org)

Certification for WBE's in the Missouri area

## SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN:  Yes  No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE):  Yes  No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

(A)

2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

\_\_\_\_\_ (P)

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

\_\_\_\_\_ (B)

4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.

\_\_\_\_\_ (H)

5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

\_\_\_\_\_ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE    \_\_\_\_Yes    \_\_\_\_No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE    \_\_\_\_Yes    \_\_\_\_No

Please include what organization your firm has secured certification from with a certification number and date it expires. \_\_\_\_\_

MISSOURI FIRM: \_\_\_\_Yes \_\_\_\_No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

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

SOLE PROPRIETORSHIP: \_\_\_\_Yes \_\_\_\_No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSURANCE

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, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus 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 should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

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

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

### Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to 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 and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.