

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
CONSULTING SERVICES FOR ONLINE AND DISTANCE LEARNING EDUCATION PROGRAMS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI SYSTEM
RFP # 31030
DUE DATE: JULY 18, 2018
TIME: 3:00 CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Kristen Meade
Director of Supply Chain
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: June 19, 2018

RFP # 31030

CONSULTING SERVICES FOR ONLINE AND DISTANCE LEARNING EDUCATION PROGRAMS

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Consulting Services for Online and Distance Learning Education Programs, **RFP #31030** which will be received by the undersigned at UM Supply Chain, until **July 18, 2018 at 3:00 p.m. CDT**. **The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website:

<http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

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

If you have any questions regarding the RFP, please send them to:

Kristen Meade
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
573-884-5901
meadek@missouri.edu

All questions regarding the RFP must be received no later than 5:00 p.m. CDT on June 29, 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:
Kristen Meade
Director of Supply Chain
University of Missouri System Supply Chain
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Columbia, MO 65201

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

A. General Terms and Conditions

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

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

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

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

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

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

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

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

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

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve

the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

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

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

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

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

- 10. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The 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 Policy #26301, Suppliers.

B. Instructions to Respondents

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Request for Proposal's risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive 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.

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 the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: Request for Proposal #31030 for Consulting Services for Online and Distance Learning Education Programs, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kristen Meade.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal due date and time 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. 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 date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

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

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

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay

or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

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

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

5. **Contract Award and Assignment:** The successful Respondent(s) shall, within 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 Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, 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. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (hereinafter referred to as "University") with an organization (hereinafter referred to as "Consultant"), to provide **Consulting Services for Online and Distance Learning Education Programs** as described herein.

Strategic goals for Online and Distance Learning Programs at the University of Missouri System include:

- Foster and support innovations in teaching and learning
- Increase retention and graduation rates
- Enhance personalized, flexible learning
- Decrease cost of course delivery for the institution and cost of attendance for the students
- Increase enrollment and revenue

2. SCOPE

University of Missouri System is seeking proposals from experienced professional firms interested in providing the following:

Tasks:

1. An evaluation of the existing online/distance learning educational programs, strengths/weaknesses of those programs, including the marketing and overall strategy for all four campuses (MU, MS&T, UMKC and UMSL). As part of this assessment, include a comparison to national best practices.
2. A market analyses of opportunities to grow University and non-University student enrollments in online/distance learning educational programs that leverage the strong programs at each of the campuses and identifies how to leverage and expand upon that success.
3. A recommendation on technology platforms to encourage collaboration among the campuses and enables easy and effective access for faculty and students.
4. A proposal for a coordinated strategy of high-quality online/distance learning educational program for the University to meet the strategic goals.

Phase 1 – Current State Assessment & Design Recommendations

- 1.1) Complete an analysis of existing online education programs at the campuses related to the strategy, structure, revenue, administration, oversight, marketing, branding strategies, etc. related to the tasks noted above.

Based on the results of 1.1, if and when deemed appropriate by the University, continue with the remaining phases.

- 1.2) Identify potential new and existing strategies and market opportunities that will further enhance UM's successful online programs.
- 1.3) Recommend a strategy for the University to enhance and integrate its online programs across all campuses. The ownership and administration of the program(s) and courses must be addressed, as well as potential implementation and marketing strategies for the program(s).

Phase 2 – Detailed Design and Mobilization

If appropriate based on the findings in Phase 1, develop implementation and marketing plans for the programs that will enhance existing efforts. The oversight and administration of the programs and courses along with any appropriate change management should be addressed. Make recommendations for governance structures for planning and shared decision-making, potential policies, standards for online programs, and any revenue sharing and platforms for sharing courses. Make recommendations for student services and any operations that could be provided centrally.

Phase 3 –Program Implementation

As appropriate, partner with the University as it undertakes the implementation and marketing strategies including program recommendations and organizational design recommendations.

3. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 28,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

4. CONTRACT PERIOD

The contract period shall be from the date of award with the consultant to begin work within 30 days after the RFP award and until completion of the assessment and design recommendation phase of the project. At the sole option of the University and if deemed to be in the best interest of the University, the contract period may be extended for a mutually agreed upon time frame to complete phases 2 and 3 of the project.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

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

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

Volume I – Functional Section is to be submitted with six (6) total copies, one (1) original paper, four (4) paper copies, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Response to Information for Respondents and General Conditions, Mandatory Specifications 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 and Supplier Diversity Participation Form.**

Volume II – Financial Section must be submitted in a separately sealed envelope in triplicate (one original, one copy and one electronic copy via flash drive not password protected) 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 Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent 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.

Responses to this document must address issues in the order provided. **Please limit your proposal responses to no more than twenty-five (25) pages in response to the criteria.**

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

Confidentiality of Information:

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

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

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

7. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

Liability:

The Consultant agrees to define, 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 Consultant, its employees, or agents in performance of the work under this Agreement.

Insurance:

The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below:

Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Sub-consultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Sub-consultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The Curators of the University of Missouri" as "Additional Insured." The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

In lieu of the "Additional Insured" endorsement, an Owners-Contractors-Protective policy may be provided evidencing "The Curators of the University of Missouri" as the Named Insured.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Sub-consultant, or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence and aggregate.

All insurance shall be procured through agencies and 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 all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to the University issuing a Notice to Proceed.

8. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. 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.

9. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with 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 and provide substantiating information to support your answer.

- 9.1. Respondent must have successfully analyzed and provided recommendations that have enhanced public higher education online and distance learning programs, including strategy, processes, structure, revenue, administration, oversight, marketing and branding, resulting in increased enrollment and revenue. Such organizations should be of comparable scale and complexity to the University. Provide at least three (3) organizations where similar studies were performed.
- 9.2. Respondent must have experience in conducting assessments using publicly available data, information gathered from a variety of sources, as well as proprietary data, tools and techniques to generate actionable insights and best practices, as it relates to online and distance learning education programs. Confirm Yes or No and provide substantiating information to support your answer.
- 9.3. Respondent must have successfully designed three (3) or more public higher institutions' online and distance learning education program implementation and marketing plans for a program of similar size, scope and complexity. Confirm Yes or No and provide substantiating information to support your answer.

- 9.4. Respondent must provide qualified and dedicated personnel with relevant experience in each of the defined areas of the scope of work, including current state assessment, design recommendations, detailed design and mobilization and program implementation. Confirm Yes or No and provide substantiating information to support your answer.

10. DESIRABLE CRITERIA

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.

- 10.1. Describe your proposed methodology, approach and work plan for evaluating the strengths and weaknesses of the existing online and distance learning education programs at the campuses as it relates to strategy, structure, revenue, administration, oversight, marketing and branding.
- 10.2. Describe your proposed methodology, approach and work plan for completing a market analysis of opportunities to grow online and distance learning education enrollment on each campus, leveraging and expanding the strengths of the existing programs.
- 10.3. Describe your approach for recommending technology platform(s) for enhancing collaboration amongst the campuses, as well as easy and effective access for faculty and students.
- 10.4. Describe your approach for developing a detailed implementation and marketing plan for the programs that will enhance existing efforts, including the oversight and administration of the programs and courses, as well as appropriate change management. Describe your approach for making recommendations as it relates to governance structures for planning and shared decision-making, policies, standards for online programs, revenue sharing, course sharing, centralizing student services and operations.
- 10.5. Describe your approach for partnering, if appropriate, with the University to implement program and organizational design recommendations, as well as marketing strategies.
- 10.6. Describe best practices and/or proposed strategies that enable continual performance tracking and management of the implemented program and organizational recommendations in order to meet the University's online and distance learning education program strategic goals.

- 10.7. Provide a timeline that describes the deliverable milestones for the three phases of this project.
- 10.8. Describe the qualifications of the team, both the team leadership and working team, which would be assigned to this project.
- 10.9. Provide three (3) past performance examples relevant to the scope of the work of this project. Provide a summary of the projects' objectives, approach and impact achieved. Provide references, including name, title, email address and phone number for each of the three (3) entities that benefitted from the projects.

REQUEST FOR PROPOSAL FORM
REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
CONSULTING SERVICES FOR ONLINE AND DISTANCE LEARNING EDUCATION PROGRAMS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI SYSTEM
RFP # 31030
DUE DATE: JULY 18, 2018
TIME: 3:00 PM, CDT

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.

State fixed fee for consulting services for each phase of this project:

Phase 1: \$ _____

Phase 2: \$ _____

Phase 3: \$ _____

State description and not to exceed cost of any additional expenses for each phase:

Phase 1: \$ _____

Phase 2: \$ _____

Phase 3: \$ _____

AUTHORIZED RESPONDENT REPRESENTATION

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

This signature sheet must be returned with your proposal.

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

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

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.

- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier’s company-wide diverse supplier spending with the percentage of its total business represented by the customer company’s business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company’s/subsidiary’s business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B’s overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

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

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

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

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

Supplier Diversity Certifying Agencies

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

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

State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273
www.oa.mo.gov/purchasing-materials-management
Missouri Service Disabled Veterans Website

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

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

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

www.mwdbe.org

St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri

MBE/WBE Division

414 E. 12th St

Kansas City, MO. 64106

816-513-1313

Kansas City M/W/DBE database and certification

www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation

1520 Market St. Suite 2000

St. Louis, MO. 63103

314-657-3700

www.stlouis-0mo.gov/sldc

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

Mid-States Minority Supplier Development Council

317 N. 11th St. Suite 502

St. Louis, MO. 63101

314-436-8877

www.midstatesmsdc.org

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

Mountain Plains Minority Supplier Council

777 Admiral Blvd.

Kansas City, MO. 64106

816-221-4200

www.mpmsdc.org

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

U.S. Small Business Administration-Kansas City

1000 Walnut Suite 500

Kansas City, MO. 66106

816-426-4900

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

Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis

1222 Spruce St. Suite 10.103

St. Louis, MO. 63103

314-539-6600

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

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

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

St. Louis Minority Business Council
308 N. 21st St, 7th floor
St. Louis, MO. 63101
314-241-1143
www.slmhc.org
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago
8 S. Michigan Ave Suite 400
Chicago, Illinois 60603
312-853-3477
www.wbdc.org
Certification for WBE's in the Missouri area

**ATTACHMENT B
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: _____