REQUEST FOR QUALIFICATION

FOR

FURNISHING AND DELIVERY

OF

GENTLY USED/ LIKE NEW OFFICE FURNISHINGS

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI SYSTEM

RFQ # 19-9026-DH-U

OPENING DATE: FEBRUARY 7th, 2019

TIME: 12:00 PM, CT

Prepared by:

Darla Higgins

Strategic Sourcing Specialist

UM System Supply Chain

2910 Lemone Industrial Blvd.

Columbia, MO 65211

Dated: January 3, 2019

**NOTICE TO RESPONDENTS**

The University of Missouri is seeking to qualify manufactures and suppliers for the **Furnishing, Delivery, and Installation of Gently Used/Like New Office Furnishings,** RFQ#: 19-9026 DH-U of*,* which will be received by the undersigned at System Supply Chain Office, 2910 Lemone Industrial Blvd. Columbia, Missouri 65201 until 12:00 p.m. CT., February 7th, 2019, Qualification proposals will be opened and identified starting at 12:05 p.m., CT.

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

Questions shall be submitted directly to Darla Higgins [higginsdj@umsystem.edu](mailto:higginsdj@umsystem.edu) at no later than January 30, 2019 by 5:00 p.m., CT.

The University reserves the right to waive any informalities in Qualification proposals and to reject any or all Qualification proposals.

**UNIVERSITY OF MISSOURI GENERAL TERMS AND CONDITIONS**

**INSTRUCTIONS TO RESPONDENTS REQUEST FOR QUALIFICATION PROPOSAL**

**(RFQ)#: 19-9026-DH-U)**

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

**7. Supplier Diversity Participation**

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

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

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

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

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

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

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

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

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFQ (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of Qualification proposals shall include the proposed level of Supplier Diversity participation. Qualification proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during Qualification 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 Qualification 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 Qualification proposal. The contractor/supplier must obtain the written approval or the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

1. **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.
2. **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.
3. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

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

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

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

1. **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.
2. **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.
3. The university affords equal opportunity to individuals in its employment, services, programs and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities.
4. Vendor shall: (1) deliver all applicable services in reasonable compliance with applicable university standards (for example, Web Content Accessibility Guidelines 2.0, Level AA and Section 508 Standards for Electronic and Information Technology as applicable); (2) upon request, provide the university with its accessibility testing results and written documentation verifying accessibility; and (3) promptly respond to and resolve accessibility complaints that are the fault of Supplier. Failure to comply with these requirements shall constitute a

**INSTRUCTIONS TO RESPONDENTS**

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

Any and all communications from Respondents regarding specifications, requirements, competitive Qualification proposal process, etc., should be directed to the University buyer of record referenced in this RFQ. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: Darla Higgins, Strategic Sourcing Specialist; or emailed to [higginsdj@umsystem.edu.](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 Qualification proposal opening date.

***Responses must be submitted on or before February 7th, 2019 by 12:00 p.m. CT. Respondents must provide all responses in (1) one original hard copy, and (1) one electronic copy via thumb drive, or jump drive only, and MUST not be password protection; email responses will not be accepted. Responses must be submitted to, The University of Missouri System Supply Chain, attention* Darla Higgins, 2910 Lemone Industrial Blvd. Columbia, MO 65201.**

**Email and Fax Responses will NOT be accepted.**

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

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

Preparation of Qualification proposals: All Qualification proposals must be submitted, in (1) one original, (1) one electronic copy on a thumb drive or jump drive, on the Qualification proposal form accompanying these specifications along with 1 electronic copy and must be enclosed in a sealed envelope plainly marked: “Qualification proposal for GENTLY USED LIKE NEW OFFICE FURNISHINGS RFQ# 19-9026-DH-U", and addressed, mailed and/or delivered to UM System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

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

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

Functional Technical Section is to be submitted with (1) one original in paper form, and (1) one electronic file, on a thumb drive.

Email and Fax Responses will NOT be accepted.

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

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

Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All Qualification 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 RFQ 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 RFQ 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. Qualification proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent Qualification 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 Qualification 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 Qualification proposal price.

Time will be of the essence for any orders placed as a result of this RFQ. 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 Qualification proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

By submitting a Qualification proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the Qualification 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 Qualification proposal; (4) 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 Qualification proposal submission must be initialed in ink by the person signing the Qualification proposal. Qualification proposals, once submitted, may be modified in writing prior to the exact date and time set for the Qualification 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 Qualification proposal. The modification must be submitted in a sealed envelope marked "Qualification proposal Modification" and clearly identifying the RFQ title, RFQ number and closing time and date. Qualification proposals may not be modified after the Qualification proposal closing time and date. Telephone and facsimile modifications are not permitted.

Qualification 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 Qualification proposal closing. Qualification proposals may be withdrawn in person before the Qualification proposal closing upon presentation of proper identification.

Qualification proposals may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of Qualification proposals.

All Qualification proposals, information, and materials received by the University in connection with an RFQ 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.

**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 Qualification 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 RFQ and whose Qualification 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 Qualification proposals and to waive any technicality or informality.

**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, Qualification 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.

**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.

**Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**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 RFQ, (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.

**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.

**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

**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)

**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.

**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. INTRODUCTION**

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 multiple organizations (referred to as “Contractor”) to provide GENTLY USED/LIKE NEW OFFICE FURNISHINGS for the University of Missouri System, in accordance with the provisions and requirements; as described herein.

Attached hereto is a Form of Qualification to be used for the submission of information requested herein. The Form of Qualification 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 Request for Qualification for GENTLY USED LIKE NEW OFFICE FURNISHINGS RFP#: 19-9026-DH-U and received no later than, February 7, 2019 at 12:00 p.m. CT.

**All qualification documents must submitted, in 1 hard copy, and 1 electronic copy (thumb drive, or flash drive) is the only acceptable form of electronic copy. Questions must be submitted on or before January 30, 2019 3:00 p.m.**

The University of Missouri wishes to qualify and contract with multiple suppliers established and experienced in the GENTLY USED LIKE NEW OFFICE FURNISHINGS industry, that are interested in providing GENTLY USED LIKE NEW OFFICE FURNISHINGS to the University of Missouri System. Awarded suppliers will not be classified as “primary master agency, or lead agency”. An award does not guarantee a commitment. This agreement shall serve the entire University of Missouri System.

Additional suppliers may be added to list of approved suppliers during the duration of the contract; providing all University of Missouri Request for Qualification proposal requirements are met in accordance with this RFQ. Additional Higher Education Institutions may access the University of Missouri said agreement, upon approval of the Curators of the University of Missouri.

It is understood that providing a response for consideration to the University that there are no guarantees for projects now, no guarantee that an order will be placed. We have projections but they are subject to budget and approval,

In addition, the University seeks contractors ready to enter into a contract with this award so that specific work may be facilitated, and subject to a quote with an approved contractor.

**2. Contract Period**

The contract period shall be for the term of (1) year with renewal options up to (4) years, each renewal agreement will be in the term of (1), if mutually agreeable to by the University and the awarded firm.

**3. Award of Contract**

Qualification proposals will be awarded based upon the criteria set forth in Section 8 of the Detailed Specifications and Special Conditions. The University of Missouri reserves the right to award to multiple firms. An award does not warrant or guarantee services will be requested. The University reserves the right to seek services from awarded organizations; meaning “an award does not guarantee an order”. The University of Missouri shall not name a preferred contractor.

**4. Respondent’s Qualification proposal**

In addition to responses to Sections 8 Qualification Criteria the following information shall be included with the Qualification proposal submission:

* + - 1. Signed Form of Qualification proposal (included herein),
      2. Supplier Diversity Participation Form
      3. A complete response to this Request for Qualification proposal.

1. In order to be considered for selection, respondents must submit a complete response to this Request for Qualification. Qualification proposals shall remain open and subject to acceptance for 90 days from the date of Qualification 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 Qualification 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 30 upon university receipt 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. Qualification proposal Evaluation and Selection Process**

1. **RFQ Evaluation**
   1. Qualification proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose Qualification 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 Qualification 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 Qualification proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.
   2. An evaluation team will evaluate the Qualification proposals utilizing the following process:
      1. Results of the initial Qualification proposal evaluation are used to determine those having a reasonable chance of being selected for award. Qualification proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
      2. The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the Qualification proposals should be included for further consideration. Such communications may be conducted to enhance the University’s understanding of Qualification proposal(s) and may be used to:
         1. Validate or clarify the proposed pricing; and
         2. Clarify omissions, ambiguities and uncertainties in respondent’s Qualification proposal; and
         3. Clarify relevant firm experience information.
      3. The University reserves the right to make determinations about any Qualification proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in Qualification proposals received.
   3. The University may make source selection after the initial Qualification proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted Qualification proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each Qualification proposal by:
      1. Discussing those aspects of each Qualification proposal, which contain omissions, ambiguities and uncertainties;
      2. Verifying and identifying strengths and weaknesses which could affect work performance;
      3. Verifying the validity of the respondent’s proposed pricing; and
      4. 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 Qualification proposal assessments and any discussions with respondents.
2. **Vendor Selection**
   1. The results of the final RFQ evaluation will be approved by the appropriate authorized University personnel and the Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the Qualification proposal(s) submitted.
   2. The University reserves the right to reject all Qualification proposals, to award a contract based on initial Qualification proposals (without Qualification proposal clarifications) or to conduct oral discussions, prior to making source selection.

**8. Qualification Criteria (Limiting Criteria)**

8.1 Does the supplier have a minimum of 3-years Professional Printing experience in the industry?

8.2 List a minimum of 3-Higher Education Clients. Include Institution Name, Contact Person, Email Address, and Telephone Number.

8.3 List departments (campuses) with the University of Missouri in which the respondent has engaged with.

8.4 Please provide company catalog and/or list of Gently Used Like New Office Furnishings offered by your organization.

8.5 Customer Service Expatiations:

All awarded vendors must contact the University – Design Team, prior to serving any University department, (meaning no sales, design, or cold call soliciting to University departments direct).

All vendors’ employees must conduct business with University personnel in a time competent, courteous and professional manner.

The vendor must respond within 24 hours promptly correct any issues raised by the University. Any errors by the Vendor that incur additional cost shall be responsibility of the Vendor.

The Vendor shall provide a quote to the requesting Design Team Staff member with in a maximum 48 hours or (2) business days’ time period.

The Vendor shall provide at no charge general review of submitted quote request for errors and omissions. If said errors and omissions are found the Vendor shall notify the Design Team so changes can be addressed. Error and omissions include, but are not limited to the following: power cords, electrical outlets, mounting rails, wall attachments brackets and missing minor components to complete the installation.

The Vendor must provide confirmation of dates and times prior to showing up for installs.

The Vendor must provide up-to-date install dates, times, backorders, arrivals.

The Vendor shall provide timely acknowledgements and tracking information, which shall be prompt, automatic, and the most current information available.

Delivery should be coordinated with University’s point of contact at least 48 hours in advance for efficient site coordination.

All Vendors’ and employee’s must acknowledge and comply with the University’s Policies.

8.6 Awarded respondents shall not solicited or use materials of the University of Missouri, as advertisement or reference the University of Missouri in any form without written permission of the University of Missouri.

8.7 Vendor must be able to provide assistance to University with sourcing parts/components or fabrics as necessary for the various lines sold under this contract.

8.8 Vendor must comply with the University of Missouri Insurance requirements by providing a Certificate of Insurance, naming the Curators of the University of Missouri; as the additionally insured with RFQ response.

Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- XI:

|  |  |
| --- | --- |
| **Coverage** | **Minimum Limits** |
| Workers Compensation | Statutory |
| Employers Liability | $500,000 |
| Auto Liability  (To included Owned, Hired, and Non-owned) | $1,000,000 Combined Single Limit, Per Occurrence and $3,000,000 Aggregate |
| Commercial General Liability  (Commercial Form MUST include:  Premises & Operations, Contractual, and Products/completed Operations Exposure)  Occurrence coverage is required. | $1,000,000 Combined Single Limit, Per Occurrence and $3,000,000 Aggregate |

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. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to 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 bids for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the 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.

Yes\_\_\_\_\_ or No\_\_\_\_\_ Compliance with Limiting Criteria

**9. Evaluation Criteria (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. 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.

9.1 It is desired that the University’s shipments are provided on the vendors’ trucks.

9.2 It is desired that the vendor has available a furniture technician to call upon as needed to troubleshoot various issues which may arise at the destination site.

9.3 It is desired that the Vendor provide with this response three or more reference sites that have done business with the vendor within the last three-years. Reference checks will be conducted and factored into the non-financial criteria for award.

Provide the following:

* + Facility Name
  + Contact Person
  + Contact Person Phone number and Email address

9.4 Describe your historical business volume for the past two-years. How do you stay informed of what is available for buying, etc.

**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 Qualification proposal.**

**QUALIFICATION PROPOSAL FORM**

(Name of firm or individual responding)

REQUEST FOR QUALIFICATION PROPOSALS

FOR

FURNISHING & DELIVERY

OF

GENTLY USED LIKE NEW OFFICE FURNISHINGS

FOR

THE UNIVERSITY OF MISSOURI

RFQ # 19-9026-DH-U

OPENING DATE: FEBRUARY 7TH, 2019

TIME: 12:00 PM, CDT

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

**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 UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
  1. Example: Company A is a prime supplier that sells UM 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.
  2. 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 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.
  1. 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.
  2. 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 Qualification 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 1st or 2nd 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.slmbc.org

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

Women’s Business Development Center (WBENC)-Chicago

8 S. Michigan Ave Suite 400

Chicago, Illinois 60603

312-853-3477

www.wbdc.org

Certification for WBE’s in the Missouri area

**SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN: \_\_\_\_\_Yes \_\_\_\_\_No

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

WOMAN OWNED BUSINESS (WBE): \_\_\_\_\_\_Yes \_\_\_\_\_No

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

MINORITY BUSINESS ENTERPRISE (MBE): \_\_\_\_\_Yes \_\_\_\_\_No

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

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

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

3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. \_\_\_\_\_\_\_ (B)

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

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

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

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

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

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

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

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

BUSINESS TYPE:

Manufacturer \_\_\_\_\_ (M)

Distributor/Wholesaler \_\_\_\_\_ (D)

Manufacturer’s Representative \_\_\_\_\_ (F)

Service \_\_\_\_\_ (S)

Retail \_\_\_\_\_ (R)

Contractor \_\_\_\_\_ (C)

Other \_\_\_\_\_ (O)

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

SUPPLIER’S CERTIFICATION:

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

Signature of Person Authorized to Sign this Supplier Registration Information Form

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

**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 Qualification 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.