

REQUEST FOR PROPOSALS

FOR

FURNISHING and PROVIDING

RECREATION MANAGEMENT SERVICES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

UNIVERSITY OF MISSOURI – ST. LOUIS CAMPUS

RFP # 20-2229-WJ-S

OPENING DATE: SEPTEMBER 24, 2019

TIME: 2:00 PM, CT

Prepared by:

Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri (UM) Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409

Dated: AUGUST 14, 2019

RFP # 20-2229-WJ-S
RECREATION MANAGEMENT SERVICES
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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **RECREATION MANAGEMENT SERVICES, RFP #20-2229-WJ-S** which will be received by the undersigned at UM Procurement, until **September 24, 2019 at 2:00 p.m. CT. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.**

FAXED OR E-MAILED RESPONSES WILL NOT BE CONSIDERED

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:

Wade A. Jadwin
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, Missouri 65409
573-341-4049
jadwinw@mst.edu

All questions regarding the RFP must be received no later than 2:00 p.m. CT on September 10, 2019.

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:
Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409

**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. As long as quality is equal, preference by a differential not to exceed 5% shall be given. 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.

Supplier Diversity Participation: The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency. A list of certifying agencies can be found at:

<https://www.umsystem.edu/ums/fa/procurement/sdsbd/what-is-supplier-diversity>.

The definition of what counts as a diverse supplier for the University of Missouri System are:

- MBE (Minority Owned Business Enterprise)

- African American
- Asian American
- Pacific Asian American
- Subcontinent Asian American
 - Hispanic American
 - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers may be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - 1) Supplier's Total Revenues: \$10,000,000
 - 2) Revenues from University \$: \$ 4,000,000
 - 3) University % of Total Revenues: 40% (#2 divided by #1)
 - 4) Total MBE Dollars \$: \$ 150,000
 - 5) Total WBE Dollars \$: \$ 150,000
 - 6) Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - 7) Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - 8) Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - 9) University % Attributable Revenue: 3% (#8 divided by #2)

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 Tier 2 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.

7. **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.
8. **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.
9. **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.

10. **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.

11. **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.
12. **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.
13. **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 **#20-2229-WJ-C for RECREATION MANAGEMENT SERVICES**, mailed and/or delivered to UM Procurement, 1201 North State Street –Suite G5C, Rolla, MO 65409, ATTN: Wade A. Jadwin.

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 Procurement 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 30 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 encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

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.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities 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 and public entities 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

Section 1: INTRODUCTION

PURPOSE for RFP

The current Campus Recreation Management Services contract will expire in 2020. This RFP is being advertised in accordance with University of Missouri policy to create a new multi-year contract.

OPERATIONAL MANAGEMENT SERVICES OF CAMPUS RECREATION AT UMSL

Comprehensive management of recreation facility, programs, and services, through a joint management model.

Potential respondents interested in submitting proposals are encouraged to participate in a pre-proposal conference call on Friday, August 30, 2019 at 1:30 PM Central Time. The conference call is schedule to last no longer than ninety (90) minutes, and most likely will be shorter.

To participate in the conference call, interested parties must call University of Missouri Procurement at (573) 341-4049 or by email at jadwinw@mst.edu no later than August 28, 2019 at 4:30 pm to register and to be provided the phone number and conference number. All parties should dial into the conference call as close to the conference time as possible. If participants dialing the toll free number receive a fast busy number signal, the participant should hang up and try again. All participants must clearly state their name and company when being added to the conference call. This information will be used to send out the meeting notes. Each respondent (company) is requested to place only one (1) call to the conference call number. Multiple representatives may participate either through conference calling within your company before calling the number listed above or by utilizing a speaker phone. This will allow all interested parties the opportunity to participate. Should a participant not be able to connect to the conference call, please call (573) 341-4049 no later than 1:35 pm Central Time to notify University of Missouri Procurement of the problem.

The pre-proposal conference call will give potential respondents the opportunity to ask questions about the specifications listed within this request for proposals. Potential respondents are encouraged to participate in the pre-proposal conference call but are not required to participate. However, any respondent selected for award of the contract will be required to fulfill the terms of the contract whether or not a representative of their company participated in the pre-proposal conference call. By submitting a response, the respondent agrees that the organization submitting the response fully understands all the required obligations and the scope of the work, and that the organization will not make any claim for cancellation or relief.

Notes taken during the pre-proposal conference call will be sent via fax or email to all parties notified by University of Missouri Procurement of the Request for Proposals or who participated in the pre-proposal conference call and for whom UM Procurement has contact information. A copy of these notes will also be available on-line at <https://www.umsystem.edu/ums/fa/procurement/bids> or by request to (573) 341-4049. The University will attempt to provide a complete review of information discussed during the pre-proposal conference call. However, it is the respondent's responsibility to make themselves fully aware of the expectation and the conditions under which the work is to be done and these notes do not relieve the respondent of that responsibility.

The Pre-Proposal Conference Call Notes and any subsequent addenda are to be considered the documents of record. Should there be a conflict between a discussion at the Pre-Proposal Conference Call and the written notes or addenda, the written document will prevail.

BACKGROUND:

The University of Missouri-Saint Louis (UMSL) seeks an interested third-party manager to provide management services and to continue the full operation of the UMSL state of the art, comprehensive recreation and fitness center programs. Since its opening in the fall of 2015 the \$36M recreation center has approximately 97,000 GSF of space, services, programs, and resources. Interested parties must have previous experience and expertise in managing, operating, and maintaining comprehensive collegiate recreation centers. Competitive proposals will demonstrate previous successes in:

- implementing best practices in student recreational services
- managing collegiate recreation facilities
- management of student employees
- identifying operational efficiencies and cost savings
- managing a student-funded, student-centered facility

UMSL is requesting qualified respondents to submit proposals for operational facility and program management including, but not limited to: cutting edge fitness programs, personal training services, group exercise instruction, customer service, membership services as well as fitness desk and fitness floor operations to include locker rooms, pool attendants, towel service and oversight of equipment.

ABOUT UMSL:

Founded in 1963, UMSL is a public metropolitan research university located in Missouri's most populous and economically important region. UMSL is the largest university in the St. Louis area, and the third largest in Missouri, conferring over 3,098 degrees in 2018.

STUDENT PROFILE:

- Total enrollment Fall 2018: 16,266
- Students enrolled on main campus: 10,431
- First time freshmen: 500
- Percentage of new undergraduates who are transfers: 66%
- Undergraduate students: 13,460 (81.80%) [on-campus]
- Graduate students: 2,806 (17.1%) [on-campus]
- Professional degree students: 175 (1.1%)
- Average age: 29.1 [on-campus]
- Ethnicity: 72.3% Caucasian; 14.2% African American; 13.5% other
- Undergraduates receiving some form of financial assistance: 76.1%

- Students from St. Louis Metro Area: 80.1%
- Countries represented by international students: 73
- Residential Population: 1025 [on-campus]

ACADEMIC PROGRAMS:

UMSL offers 47 bachelor's degree programs, 31 master's degree programs, 8 doctoral degree programs, 45 graduate certificate programs, three (3) education specialist programs, and the only professional optometry degree in Missouri. Classes are taught by outstanding faculty, and many programs are highly ranked nationally.

CAMPUS AND COMMUNITY:

The University of Missouri–St. Louis is situated on 350 rolling acres in north St. Louis County. Natural Bridge Road runs between North Campus and South Campus, which are both dotted with native Missouri trees and a mix of interesting architecture.

From the swank Delmar Loop, full of great restaurants and theatre, to the nationally acclaimed Saint Louis Art Museum, to sporting events like Cardinals or Blues games, St. Louis has a lot to offer, and UMSL is near it all. Metro, the region's public transportation system, operates two bus and rail stops at UMSL. Students receive an unlimited Metro pass, which can be used at any Metro stop in the city. Metro travels all over St. Louis, so even without a car, UMSL students can experience the city.

COMMUNITY ENGAGEMENT:

The success of the university – and its students, faculty, and alumni – is inseparable from the success of the St. Louis area. No other university brings more to bear on the social and economic advancement of the region than UMSL. In 2010, UMSL was one of 115 colleges and universities selected by the Carnegie Foundation for the Community Engagement Classification, recognizing institutions of higher education and their larger communities for the mutually beneficial exchange of knowledge and resources. UMSL received a TOP 50 Award from the St. Louis Regional Commerce and Growth Association for its contributions in “shaping the future of St. Louis” and UMSL is ranked 14th nationally in a survey of “Best College and University Civic Partnerships.”

POTENTIAL CHANGE TO BUILDING INTERIOR:

The University reserves the right to modify the interior building layout and services based on student needs. Any changes will be communicated to the awarded service provider in a manner so preparations can be made.

PROJECT DESCRIPTION:

The Recreation and Wellness Center is located on UMSL's North campus, and consist of approximately 97,000 GSF within a two-story building. The building is located south of the Millennium Student Center, in the heart of the campus, is situated along Grobman Drive, where Parking Lots C and D currently exist. Due to a significant change in elevation occurring across the site, the building is designed to accommodate entry points on different levels. The proximity to the Millennium Student Center establishes a significant relationship between the two buildings.

This project was initiated by a student referendum that was passed in Spring 2012. Funding for the project is provided from student tuition that has been charged since the fall 2015 semester.

Program spaces/functions within the facility include:

- A three-court gymnasium
- Elevated 3 lane jogging track
- 14,000 SF of weight-fitness space
- 4 Group Exercise rooms
- 4-lane lap pool with recreation, vortex, & spa
- Lounge
- Locker/shower rooms with saunas
- Wellness Center
- Administrative offices
- Boulder/climbing wall space

This building is designed to meet, at a minimum, LEED Certified status.

UMSL seeks a partner that is able to demonstrate substantial experience in management of membership, recruitment and retention as well as fitness center operations to best serve the University. The partner must provide the best financial arrangement for USML to allow the University to offer an affordable, quality experience for all of its members.

Current Hours of Operation:

Monday-Thursday: 6:00am to 10:00pm

Friday: 6:00 a.m. to 9:00 p.m.

Saturday: 8:00 a.m. to 7:00 p.m.

Sunday: 10:00 a.m. to 7:00 p.m.

Section 2: REQUIREMENTS AND SCOPE

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 five (5) 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."

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.

LIABILITY AND INSURANCE REQUIREMENTS –

The Contractor 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.

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 30 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.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

REQUIREMENTS (Limiting 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.

The University's goal is to collaborate with a provider with proven success in the collegiate recreational field that will support its mission and become a partner in developing its services to their maximum potential. It is in the University's best interest to solicit third party manager that will be able to help build and maintain a high quality program that will be operated in a student-focused, customer-focused, and financially responsible manner.

1. Respondents must be qualified collegiate recreation management firms that provide comprehensive recreational sport and fitness programming to students, faculty, staff and guests.
2. Respondents must discuss their 5-year proposal for operation management.
3. Respondents must outline plan for: general management services, administrative services, revenue management, marketing, and human resources.
4. Respondents must provide UMSL with a Service Level Agreement and indicate what Key Performance Indicators are believed to be most important to report and maintain.

SCOPE OF RECREATION AND WELLNESS CENTER MANAGEMENT SERVICES:

The scope of work shall include all or part of the following services. Prior to awarding a contract for these services, UMSL reserves the right to modify this scope of work in order to adequately address their needs.

The respondent understands that the UMSL Recreation and Wellness Center shall be operated for the use and benefit of University of Missouri-Saint Louis students, faculty, staff, alumni and community members. The University expects the utmost in professional associations with their contractors. We strive to work together in a harmonious relationship that will result in benefits for the University and Respondent.

UMSL is requesting qualified Respondents to submit proposals for overall collegiate recreation management including, but not limited to: personal training services, cutting edge group exercise instruction and fitness programs, intramurals, quality customer service, recruitment and membership services, summer and specialty camp oversight services, as well as fitness desk and fitness floor operations to include locker rooms, pool attendants, towel service and oversight of equipment.

CONTRACT TERM:

UMSL is seeking a third-party manager ("Operator") with experience in the collegiate recreation environment to enter into a five (5) year management service agreement. The contract term will commence on July 1, 2020 and will end on June 30, 2025. The University will have the option to renew the contract for an additional five (5) years or until 2030.

Either party must provide written notice of at least one hundred twenty (120) days in advance of their intent to terminate the contract at the end of the current contract year.

Administrative Services

- Develop comprehensive recreation programs including intramural sports, club sports, personal training, aquatics, and outdoor pursuits.
- Joint manage: payroll, accounting, and human resources functions, including risk management, liability insurance, and financial reporting and information technology. Include staffing options for UMSL FTEs (full management, partial management, etc.)
- Liaison with UMSL Facilities Management for facility and pool maintenance and janitorial services.
- Manage all current and future third party contracts/leases.
- Procure and maintain fitness equipment and supplies within the parameters, processes, and procedures provided by the University.
- Manage and operate facilities including recommending capital projects and FF&E life cycle replacements, coordinating with UMSL preventative and regular maintenance of fitness equipment and the facility, including aquatic and HVAC operations.
- Recommend facility operating hours to UMSL.
- Collaborate with UMSL to establish financial operations (e.g., credit card processing, internal controls, EFT transactions, etc.) in compliance with University policies and procedures.
- Manage the issuance of ID cards that allows faculty, staff, students and community members' access to the facility.

Revenue Management

- Create a fee structure for students, faculty, staff, alumni, retirees, and member sponsored adults. All students, who have paid current tuition, would be considered members without additional charge.
- Process and maintain all deposits for memberships and daily pass fees
- Deposits are to be taken to the UMSL Cashier's Office on a daily basis.
- Describe other discounts, scholarship or other amenities within your response.

Marketing

- Third party brand recognition is prohibited; transparent management services branded as UMSL is required.

Human Resources

- Recruit and hire UMSL students part-time, in accordance with University policy, with the exception of some positions, and train and supervise student employees with attention paid to UMSL's strategic plan and student employee learning outcomes.
- Student employee supervisors, managers and instructors are required to have appropriate industry recognized training/certifications and all other applicable risk management procedures.

The Operator must indicate agreement with the following requirements or address any limiting factors to the items outlined below:

1. Comply with any local, state, and or federal requirements and regulations and with the rules and regulations established by UMSL.
2. Provide management direction services to operate the center.
3. UMSL reserves the right to establish and approve all membership program rates.
4. Operating firm agrees to keep UMSL informed and receive UMSL approval of all marketing and promotional initiatives.
5. Operating firm will work with UMSL on development of annual center budget on a yearly basis which may include any capital requests. UMSL reserves the right to have final approval on budget issues or any facet of the overall building.
6. Management will be responsible for suggesting any equipment replacement plans as needed.

Section 3: PROPOSAL CONTENT:

Organization of Proposal

Proposals should be organized in this fashion:

Letter of Interest (maximum length=1 page)

Proposal Section A—Executive Summary (maximum length=4 pages)

Provide a narrative summarizing your response. The summary should include the following information:

- Company background in management of comprehensive recreation facility, programs, and services.
- Your understanding of objectives
- Clear statement of what of management of comprehensive recreation facility, programs, and services that your company specializes in.
- Qualifications and experience as it relates to management of comprehensive recreation facility, programs, and services that include:
 - Similar sized campus recreational sports and services clients
 - Description of the scope of your contract (fully manage, jointly manage operations, etc.)

Requirements for Submitting of RFP Response

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. **Please provide answers to the following questions.**

1. Minimum Experience and Knowledge

Provide a description of the overall experience and knowledge you will use if engaged to provide comprehensive management of recreation facility, programs, and services. Include description of the steps necessary to achieve success.

In this section, clearly explain how your firm can achieve high levels of efficiency and a recommendation of structure and operations for the new facility and overall campus recreation management.

Please provide the contact information and client background for three (3) references. Submit references for clients that are most similar to the services being requested by the University. NOTE: Firms that do not provide complete information for references will not be interviewed (i.e., do not respond if you cannot share references).

Respondents must include information that covers the criteria listed below.

- **Organizational Experience**
- **Organizational Skill Set**
- **Resume` of Leadership**
- **Stated Commitments**
- **References**
- **Proven Success**
- **Knowledge of Recreational Facilities Equipment**
- **Knowledge of Trends in Collegiate Recreation**
- **Knowledge of Local, State and Federal Laws as it Relates to Recreational Facilities**

2. Management Approach

Provide a description of the overall management approach/methodology you will use if engaged to provide comprehensive management of recreation facility, programs, and services. Include description of the steps necessary to achieve success. Describe in particular your approach to assessing the current state of recreation programs and services, and quality control programs. The client relationship management should be discussed (i.e., interaction with UMSL administration).

In this section, clearly explain how your firm can achieve high levels of efficiency and a recommendation of structure and operations for the new facility and overall campus recreation management.

Respondents must include information that covers the criteria listed below.

- **Management Plan**
- **Organizational Chart**
- **Management Structure and the Impact this has on Success**
- **Experience Supervising Students**
- **Student Development Model**
- **Adaptability**
- **Defined Success**

3. Financials

Describe how your company derives and creates pricing structures for other clients. Include typical rates by role, profit sharing and a base management fee for various scenarios (fully manage or jointly manage with clients). Clearly explain how your firm can increase revenues and the recommendations on how those increases can be achieved.

Provide a description of the financial strength of your company. Respondents must include information that covers the criteria listed below.

- **Revenue Management**
- **Fiscal Return to UMSL**
- **Business Planning**

4. Communication

Describe how your company will stay in contact with UMSL personnel with regard to marketing and what methods will be used in branding the Recreation and Wellness Center to the UMSL campus. Include in your answer proven successes that your company has experienced with other clients.

- **Marketing and membership plan**
- **Completeness and Organization of Response**
- **Strategies for Communication with UMSL**

5. Risk, Risk Management and Safety

Provide a description of the overall importance of risk, risk management and safety that your company will use during the operation of the Recreation and Wellness Center. Include a description of the steps necessary to achieve success in these areas.

- **Emergency Procedures and Preparedness**
- **First Aid/CPR/AED**
- **Background Checks**
- **Required Certifications / Trainings**

6. Sustainability

The UMSL campus is committed to the ideas and principals of sustainability. Please provide information relating to sustainability efforts with past and current clients. Include in your answer proven successes for the areas listed below.

- **Sustainable Practices Utilized**
- **Sustainable Procurement Emphasized**

7. Cost Considerations - Price

Provide in detail the fee structure for the two different categories that will be part of this proposal; pre-construction/construction and managing the day-to-day operations of the Recreation and Wellness Center after the construction is completed.

Section 4: PRESENTATION

Finalist for this proposal will be required to give a presentation on the Desirable Criteria listed in Section 3.

Section 5: KEY DATES AND TIMETABLE

The timeline listed below will be adhered to as much as possible. However, the University reserves the right to change the timeline as needed. Any changes will be clearly communicated to the bidding community.

Activities	Dates
Release RFP	August 14, 2019
Informational meeting will be by conference call with call-in information to be provided to those who request the information.	August 30, 2019
Due date for submission of written questions. Proposer to submit questions in a MS Word document to Wade A. Jadwin (jadwinw@mst.edu)	September 10, 2019
University's response to questions	September 17, 2019
Due Date for Submission	September 24, 2019
Interview Period (top bidders)	October 7-11, 2019

REQUEST FOR PROPOSAL FORM
REQUEST FOR PROPOSALS
FOR
FURNISHING AND PROVIDING
OF
RECREATION AND WELLNESS CENTER MANAGEMENT
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI – ST. LOUIS CAMPUS
RFP # 20-2229-WJ-S
DUE DATE: September 24, 2019
TIME: 2:00 p.m. CT

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

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
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			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your proposal.

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed):

2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

3. Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

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

**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

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.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____

PROPOSAL FORM - continued

REFERENCES

Respondents to provide at least three (3) references that can provide information as to the capabilities, services, performance of respondent in the following format:

1. Name of Organization _____

Address _____

Contact Person _____

Phone Number _____

2. Name of Organization _____

Address _____

Contact Person _____

Phone Number _____

3. Name of Organization _____

Address _____

Contact Person _____

Phone Number _____

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(File with Proposal Form in separate envelope appropriately designated.)

1. Number of years in business: _____ . If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule.)

Amount of Your Contract	Per Cent Completed	Item	Purchaser
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3. General Type of product sold or manufactured

4. There has been no default in any contract completed or uncompleted except as noted below:

(a) Number of Contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List banking references:

6. (a) Do you have a current confidential financial statement on file with University? _____ If not, and you desire, you may file such statement with this proposal, sealed in a separate envelope and appropriately designated.

(b) If not, upon request will you within 3 days file a detailed confidential financial statement?

Yes _____ No _____ (check one)

Dated at _____

this _____ day of _____ 2013.

Name of Organization(s)

By _____ Signature

Title of Person

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