REQUEST FOR PROPOSALS FOR

 THE CURATORS OF THE UNIVERSITY OF MISSOURI-ST. LOUIS

FOR FURNISHING AND DELIVERY

OF

RESIDENTIAL PROPERTY MANAGEMENT & MAINTENANCE SERVICES

 RFP # 19-9020-DH-U

OPENING DATE: DECEMBER 17TH, 2018

TIME: 12:00 P.M. CT

Prepared by:

Darla Higgins

Sr. Business Services Consultant

University of Missouri System Supply Chain

Dated: November 15, 2018

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Residential Property Management and Maintenance Services, RFP # 19-9020-DH-U, which will be received by the undersigned at the UM System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 12:00 p.m., CT, December 17th, 2018. Proposals will be opened and identified starting at, 12:05 p.m., CT.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UM Procurement Services web site at [http://www.pmm.missouri.edu](http://www.pmm.missouri.edu/) by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

 Prepared by:

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

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 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 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 2ndTier 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 RFP (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

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

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

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval 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.
1. INSTRUCTIONS TO RESPONDENTS
	1. Request for Proposal (RFP) Document: Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondent's risk. It is the Respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of 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 proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention Darla Higgins; or emailed to higginsdj@umsystem.edu It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions, as distributed by the University or made available on a University website shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal. Respondents should note exceptions to Section A. Terms and Conditions and Section B. Instructions to Respondents in a written response submitted with the 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 proposal. Please use the contact information listed under item 1. to address additional questions regarding exceptions.

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

* 1. Preparation of Proposals: All proposals must be submitted in, 1 hard copy, and 1 electronic copy (thumb drive, or flash drive) is the only acceptable form of electronic copy. Electronic Files MUST NOT be password protected. All pricing solutions must be submitted in a separate from the proposal solution, and must be enclosed in a sealed envelope plainly marked: “Proposal for Residential Property Management RFP# 19-9020-DH-U, and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

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

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

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

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

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

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2)

the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

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

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification.

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

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

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

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and

regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

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

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

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

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

* 1. 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.
	2. 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.

* 1. 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.

* 1. 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.
	2. 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
	3. 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)

DETAILED SPECIFICATIONS AND

SPECIAL CONDITIONS

UNIVERSITY OF MISSOURI – RESIDENTIAL PROPERTY MANAGEMENT – ST. LOUIS (RFP)#:19-9021-DH-U

* + 1. INTRODUCTION:

The Curators of the University of Missouri, a public organization, purpose to contract on behalf of the University of Missouri System-St. Louis (referred to as “University”) with an organization (referred to as “Contractor”) for the Furnishing and Delivery of Residential Property Management, and Maintenance Services; as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to the University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201. With a notation on the sealed envelope showing the contents to be a proposal for Furnishing and Delivery of Residential Property Management RFP#: 19-9020-DH-U and received no later than, December 17th, 2018 at12:00 p.m. CT.

All proposal must be submitted, 1 hard copy, and 1 electronic copy (thumb drive, or flash drive) is the only acceptable form of electronic copy. Electronic Files MUST NOT be password protected. All pricing solutions must be submitted in a separate from the proposal solution. Questions must be submitted on or before December 17th, 2018, at 12:00 p.m.

* + 1. OBJECTIVE:

The University’s goal in contracting for these services is to provide quality property management services at a competitive cost. It is desired to have a professional Property Management Firm manage the leasing, fiscal management, interaction with tenants, and potential coordination of repairs and/or improvements for all residential properties.

* + 1. SCOPE OF CONTRACT:

The Curators of the University of Missouri –St. Louis (University) propose to enter into contract for Residential Property Management and Maintenance Services, with a Property Management Firm (Vendor) for the University of Missouri-St. Louis (University). The University currently has approximately 34 properties, including apartment units and single-family properties. The properties are located on Normandy Trace, Link Avenue, Jenny Drive, and Marlin Drive in Normandy, Missouri.

The proposed Residential Property Management and Maintenance Services contract will be for all residential properties. The University reserves the right to modify the number of properties managed by the vendor.

The University’s Residential Life and Housing office is currently located on campus at C103 Provincial House, One University Blvd., St. Louis, MO 63121-4499, and coordinates all property management for the listed residential properties.

It is the objective of the University to appropriately maintain the properties while having competitive rental rates. Most residential leases are for 12 month terms. The University may designate a particular unit to be leased to a University entity or employee at below market rate, however those leases will be limited and only allowed with University approval.

The intent of the following specifications is to provide Vendors a general outline of the types of work that needs to be provided and solicit proposals from Vendors interested in being considered for the project. The University has purposefully chosen to solicit proposals in this manner in order to invite participation from the maximum possible number of Vendors and to allow maximum flexibility to consider the creative ideas and solutions proposed by interested Vendors.

* + - 1. The property management services shall include, but not be limited to, the following:
				1. Management of apartment and house leasing.
				2. Lease execution and enforcement of lease.
				3. Collection of rents, security deposits, late fees, etc., including but not limited to utilization of a web-based payment portal for tenants to make lease payments.
				4. Full financial accounting responsibilities to include monthly financial reports, including custom University reports.
				5. Fiscal management, including annual budget preparation for University properties.
				6. Purchasing of all required supplies and services.
				7. Sensitivity to neighborhood and public concerns with respect to tenant issues.
				8. Potential involvement in coordination of repairs and/or improvements to units with tenants, UMSL Facilities Management Department, and/or outside vendors.
			2. The Vendor shall manage the properties in compliance with the University operating parameters which include:
1. Maintaining diversity in the neighborhood for tenants to the extent possible while renting to potential tenants in compliance with the Fair Housing Act
2. Working with University staff to provide orientation programs for new residents regarding residential neighborhood living.
3. Attending scheduled evening neighborhood meetings (as often as monthly) and updating neighborhood representatives on issues pertaining to the rental properties.
4. Attending periodic meetings with University staff.
5. Providing quarterly reports for Condo Association meetings according to the established guidelines.
6. Provide, “optional” Maintenance Services

 C. Tentative Schedule:

1. RFP Release, November 15th, 2018

2. Last Day for RFP questions, November 19th, 2018

3. RFP Due Date, December 17th, 2018 at, 12:00 P.M. CT

4. UMSL-RFP Evaluation, December 18th, 2018-January 10th, 2019

5. UM award notification of awarded/contract sent to respondent January 31, 2019.

* + 1. FINANCIAL DISCLOSURE:

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and University of Missouri faculty and staff.

* + 1. PAYMENT:

All proposals to be submitted on the basis of “Preferred” settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

Payment for Services

* Upon invoice approval by the UM Facilities, progress payments will be made against progress billings in accordance with a schedule agreed to by all parties in advance.
* Final payment will be made within 30 days following submission of all goods and completion of all agreed-upon services.
	+ 1. PERIOD OF CONTRACT:

The contract will have an initial term of one (1) year commencing upon January 1, 2019, through December 31, 2019, with four (4) one-year (1) renewal periods. Contract will automatically renew unless cancelled by either party in writing by giving at least 60 days’ notice. All original terms and conditions shall apply for the renewal periods.

Throughout this period, the process set in place will be evaluated to determine the success of the outsourced partnership, and periodic reviews will determine what changes, if any, need to be made. At its sole discretion, the University may terminate the contract on an annual basis.

Contract renewal shall be contingent, at a minimum, on satisfactory performance by the Vendor as determined by the University, and subject to the availability of funds. If the University desires to renew the contract, it will provide notice to the Vendor no later than sixty (60) days prior to the contract expiration date. The University also reserves the right to negotiate more favorable terms for the renewal period.

Should a different Vendor be awarded a subsequent contract (from a future solicitation), any necessary transitional period outside of the contract period shall fall under the same terms and conditions as the most-recent contract. The University reserves the right to cancel the contract at any time for any reason whatsoever. Vendors shall be prohibited from requiring employees to execute “non-compete” type contracts that would prevent Vendor employees from working with subsequent Vendors on the University residential real estate management contract.

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

* + 1. SURETY BOND:

The successful Vendor shall enter into a written contract with the University and shall provide a Surety Bond in the amount of $300,000.

* + 1. NON-FUNDING CLAUSE:

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 Section 172.250 RS MO. 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 thirty (30) days’ notice.

* + 1. AWARD OF CONTRACT:

Proposals will be awarded based upon the criteria set forth in Section 14 of the Detailed Specifications. The University is seeking to contract with a single supplier.

* + 1. RESPONDENTS PROPSAL:

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

Questions/Contact Information

* Prior to Submission of Proposal: Vendor questions prior to submission of the proposal should be directed in writing to Darla Higgins. Questions are to be sent by e-mail to higginsdj@umsystem.edu University will make every effort to respond to Vendor questions in a timely fashion. Questions will be posted to the University of Missouri Supply Chain “Open Bids” website in the form of an Addendum at, <https://www.umsystem.edu/ums/fa/procurement/bids>
	+ 1. INSTRUCTIONS FOR PROPOSAL RESPONSE:

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

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

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

Volume I – Functional/Technical Section is to be submitted in, 1 hard copy, and 1 electronic copy (thumb drive, or flash drive) is the only acceptable form of electronic copy. Electronic Files MUST NOT be password protected. All pricing solutions must be submitted in a separate from the proposal solution. Questions must be submitted on or before December 7th, 2018, at 12:00 p.m. 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.

Volume II - Financial Response Section must be submitted in a separately sealed envelope in duplicate (one original and one copy) 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 signed MBE/WBE commitment response, Business Associate Agreement, and Stark questionnaire. Financial statements that may be required are also to be included in this section.

Vendor must complete and return the University Proposal Form with bid response.

* + 1. INSURANCE REQUIRMENTS:
* The Vendor and sub Vendor(s) shall provide insurance coverage as follows: Coverage Minimum Limits
* Worker’s Compensation Statutory
* Employers’ Liability $500,000
* Auto Liability $1,000,000
* (To include Owned, Hired, and Non- Combined Single Limit Per
* Owned coverage)\* Occurrence and

$3,000,000 Aggregate

* Commercial General Liability Coverage (CGL)$1,000,000
* (MUST include Premises & Operations, Combined Single Limit Per
* Contractual, and Products/Completed Occurrence and
* Operations Exposure). $3,000,000 Aggregate
* Occurrence Base coverage is required.
* Crime $1,000,000
* Combined Single Limit Per Occurrence and Aggregate
* \* Required only if vehicles are to be operated on University premises during the contract period.
* The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured, on the CGL policy, with respect to the agreement and services 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 proposals 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.
	+ 1. PROPOSAL EVALUATION AND SELECTION PROCESS:
1. RFP Evaluation
	1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University’s best value source selection is based on the following: If all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal(s) offers a higher qualitative merit if the difference in price is commensurate with added value. Conversely, the University may select for negotiations with a respondent whose proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.
	2. An evaluation team will evaluate the proposals utilizing the following process:
		1. Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
		2. The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University’s understanding of proposal(s) and may be used to:
			1. Validate or clarify the proposed pricing; and
			2. Clarify omissions, ambiguities and uncertainties in respondent’s proposal; and
			3. Clarify relevant firm experience information.
		3. The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
	3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
		1. Discussing those aspects of each 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 proposal assessments and any discussions with respondents.
2. Vendor Selection
	1. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and Sr. Business Services Consultant will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
	2. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.
3. Specific evaluation questions are found on attachments to this RFP. The criteria and factors for use to evaluate the proposal are listed below in no particular order.
* Limiting Criteria
* Evaluation Criteria
* Cost

14: DETAILED SPECIFICATIONS: LIMITING CRITERIA:

The purpose of this RFP is to obtain proposals for the Furnishing and Delivery of Residential Property Management Services for the University of Missouri-St. Louis. The contractor who is awarded the contract is expected to meet all research, timeline, and other specifications described below.

NOTE: RESPONDENTS ARE REQUIRED TO PROVIDE FULL COMPLIANCE STATEMENTS/DESCRIPTIONS TO THE DETAILED SPECIFICATIONS

Limiting Criteria:

* 1. It is mandatory that respondent have a minimum of five (5) years continuous active participation in the applicable industry, as a registered company, providing services comparable in size and complexity to the scope described in this RFP.

Confirm Compliance: Yes or No

* 1. Must have a local office manned during normal business hour.

Confirm Compliance: Yes or No

* 1. Must currently operate and provide an off-hour emergency call program.

Confirm Compliance: Yes or No

* 1. Must carry specified levels of insurance.

Confirm Compliance: Yes or No

* 1. Must currently have and can demonstrate they have full accounting, rent collection and bill payment capabilities and can provide monthly status reports on each property and monthly overall financial reports indicating status of program on a year-to-date basis.

Confirm Compliance: Yes or No

EVALUATION CRITERIA:

1. Describe your firms’ experience in residential property management.
2. Describe your firm’s staff and experienced of assigned staff to the residential property management project.
3. Describe your firm’s account reporting structure and provide examples.
4. Describe and provide samples of information requested addressing monthly annual financial reports.
5. Describe your firm’s understanding of the university’s residential property management requirements, in accordance with the methodology and innovations requirements.
6. Describe how your firm will handle communications with the University and tenants, including after-hours availability.
7. Describe your firm’s ability to provide market analysis and rent adjustment plans.
8. Describe your firm’s ability to more cost effectively manage the properties.
9. Provide references including contact information from three recent (2013-2018) clients. Reference contact information must include: Contact Name, Facility Name and Address, Phone Number and email.
10. Describe your firm’s understanding of the University’s residential property management and maintenance services requirements.
11. Describe how your firm would potentially handle coordination with UMSL Facilities Management Department and/or outside vendors, regarding repairs and/or improvements to units, if such services were required by the University.
12. Describe any other services/and or reasons why your firm should be the University’s choice for a contract.
13. Describe your organizations maintenance services.
14. Describe your organizations Maintenance staff hiring process, required certifications if, applicable.

SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS

If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.

PROPOSAL FORM

 (Name of firm or individual responding)

REQUEST FOR PROPOSALS FOR

FURNISHING AND DELIVERY OF RESIDENTIAL PROPERTY MANAGEMENT & MAINTENACE SEREVICES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

 ST.LOUIS - CAMPUS RFP # 19-9020-DH-U

OPENING DATE: DECEMBER 17TH, 2018

TIME: 12:00 P.M. CT

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

AUTHORIZED RESPONDENT REPRESENTATION FORM

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

This signature sheet must be returned with your proposal.

**SUPPLIER DIVERSITY PARTICIPATION FORM**

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

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

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

 **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

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

 **INSURANCE**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

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

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

**Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

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

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

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

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