#### **REQUEST FOR PROPOSALS**

**FOR** 

#### **FURNISHING AND DELIVERY**

OF

#### **SELF-INSURED MEDICAL PLAN ADMINISTRATION SERVICES**

**FOR** 

#### THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

THE UNIVERSITY OF MISSOURI SYSTEM

RFP # 20-3002-KS-U

DUE DATE: DECEMBER 20<sup>TH</sup>, 2019

TIME: 4:00 PM CST

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Kristi Schrimpf
Strategic Sourcing Specialist
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, MO 65201

Date Issued: DECEMBER 2, 2019

## RFP # 20-3002-KS-U

## SELF-INSURED MEDICAL PLAN ADMINISTRATION SERVICES

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#### **NOTICE TO RESPONDENTS**

The University of Missouri requests proposals for the Furnishing and Delivery of Self-Insured Medical Plan Administration Services, RFP #20-3002-KS-U which will be received by the undersigned at University of Missouri Procurement, until December 20, 2019 at 4 p.m. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening. Faxed or emailed 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: <a href="http://www.umsystem.edu/ums/fa/procurement/bids">http://www.umsystem.edu/ums/fa/procurement/bids</a> 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:

Kristi Schrimpf Strategic Sourcing Specialist University of Missouri System schrimpfkr@umsystem.edu

All questions regarding the RFP must be received no later than December 9th, 2019 at 5 p.m. CT.

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:
Kristi Schrimpf
Strategic Sourcing Specialist
University of Missouri Procurement
2910 LeMone Industrial Blvd
Columbia, MO 65201

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

#### A. General Terms and Conditions

- 1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
- 2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
- 4. Sovereign Immunity: The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
- 5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. 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. **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.
- 7. **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 Sates Government in such circumstances are incorporated herein by reference.

8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company 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.

The University of Missouri recognizes the following groups:

- 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 (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) 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 on the contract: Direct and Indirect.

- <u>Direct dollars</u> dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> 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: \$150,0005) 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)

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels 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 supplier/contractor's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier/contractor'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 supplier/contractor from participating in future contracts.

- 9. 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.
- 10. Applicable Digital Accessibility Laws and Regulations: The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

11. 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 MU Health Care, 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 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.

12. 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.

- 13. **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.
- 14. **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.
- 15. **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

 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 Respondents' 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 #20-3002-KS-U for Self-Insured Medical Plan Administration Services, mailed and/or delivered to:

University of Missouri Procurement ATTN: Kristi Schrimpf 2910 LeMone Industrial Blvd Columbia, MO 65201

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 Assistant Vice President Management Services, UM System 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.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment will not occur unless this information has been provided.

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, locations and affiliates of the University of Missouri, including MU 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

#### 1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri System (hereinafter referred to as "University") with organization(s) (hereinafter referred to as "Supplier"), to provide **Self-Insured Medical Plan Administration Services** as described herein.

#### 2. SCOPE

University of Missouri System is seeking proposals from qualified professional firms interested in providing the following: Self-Insured Medical Plan Administration Services including administration and support of custom network(s) for specific campus(es) populations.

There are additional services such as FSA administration, HSA administration, COBRA administration, Wellbeing program administration, and Employee Assistance Program (EAP) included within the request that may or may not be awarded to the selected medical administration vendor.

The University reserves the right to award to a single firm, or multiple firms, as determined solely by the University to be in the best interest of the University.

#### 3. BACKGROUND UNIVERSITY INFORMATION

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

#### 4. CONTRACT PERIOD

The contract period shall be from the date of award for three (3) years with the option to renew for two (2) additional one-year periods.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an 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.

#### 5. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

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

All paper copies should be submitted using three-ring binder(s) and printed on letter size (8½ in. x 11 in.) paper. Please refrain from changing the orientation, size, or dimension of any submission documents that are provided to you.

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

**Volume I** – Functional Section is to be submitted with twelve (12) total copies: one (1) original paper, ten (10) paper copies, and one (1) electronic copy via flash drive (not password protected) and must contain:

\*Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses, Functional Questionnaire 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, Financial Questionnaire and vendor responses. 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. All proposals must be enclosed in a sealed envelope plainly marked: Request for Proposal #20-3002-KS-Ufor Self-Insured Medical Plan Administration Services, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Industrial Blvd., Columbia, MO 65201, Attn: Kristi Schrimpf.

Responses to this document must address issues in the order provided.

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 Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statues 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 Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

#### 6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

#### TIMELINE AND AWARD OF CONTRACT

12/02/2019
12/09/2019
12/12/2019
12/13/2019
12/20/2019
02/12/2020
04/30/2020

#### 7. INSURANCE REQUIREMENTS

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 Curators of the University of Missouri, its officers, employees and agents as 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.

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.

**Data Breach** If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of \$1,000,000 per occurrence.

#### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be <a href="Additional Insured">Additional Insured</a> 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

#### 8. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to

withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 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 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.

#### 9. BUSINESS ASSOCIATE REQUIREMENTS

If the services requested by the University via this RFP require the respondents to use and/or disclose protected health information (PHI), a "Business Associate" relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

- 1. Names;
- 2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
- 3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
- 4. Telephone number;
- 5. Fax number;
- 6. Electronic mail addresses;
- 7. Social Security Number (SSN);
- 8. Medical record number;
- 9. Health plan numbers;
- 10. Account numbers;
- 11. Certificate or license numbers:
- 12. Vehicle identification/serial numbers, including license plate numbers;
- 13. Device identification/serial numbers;
- 14. Universal resource locators (URL's);
- 15. Internet protocol (IP) addresses;

- 16. Biometric identifiers;
- 17. Full face photographs and comparable images;
- 18. Genetic information; or
- 19. Any other unique identifying number, characteristic or code

The awarded supplier will be required to sign the University's Business Associate Agreement at the time of contract execution.

#### 10. SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY PURCHASES

Please see Attachment C IT Standards and Requirements Questionnaire (ITSRQ) excel spreadsheet in this RFP. Respondents may not embed formulas, white pages, add or delete sections/tabs within the spreadsheet but shall *simply state Yes (Y)*, *No (N)*, *Alternate (ALT)*, *or Not Applicable (NA) in the designated sections, and provide narrative comments in the designated sections*. Respondents MUST complete ALL sections/tabs listed in the ITSQR spreadsheet and may be disqualified for failure to do so.

The ITSRQ consists of the following sections:

- 1. Instructions
- 2. IT Security (Limiting Criteria)
- 3. Accessible IT Standards
- 4. Authentication
- 5. SLA and Service Reporting
- 6. BC & DR

#### Authentication

It is the University's preference that the vendor allow authentication to their system through existing University authentication methods for University of Missouri affiliated users (those that have Single Sign-On/SSO). For vendor-hosted systems, Shibboleth/SAML 2.0 (SP initiated) is required. In addition to completing the Authentication tab of the attached ITSRQ document, Respondent must provide details regarding how authentication will be accomplished. Including, capabilities of having two separate logins; one for those with SSO (i.e. UM employees) accessed using Shibboleth/SAML and one for those that do not have SSO (i.e. family members) accessed using vendor provided accounts.

For vendor-hosted systems that are unable to implement or are not required to use Shibboleth/SAML 2.0 (SP initiated) at the University's discretion, the vendor must meet the following University Password Standards:

- Passwords requirements must be enforced and meet the University Password Standard <a href="https://www.umsystem.edu/ums/is/infosec/standards-password">https://www.umsystem.edu/ums/is/infosec/standards-password</a>.
- Passwords must be stored in a manner such that they are not decryptable. (This usually means a one-way hash and salt).
  - Password recovery mechanisms must be in place for users who forget their password.
  - The authentication session must be encrypted. (HTTPS for web applications).
- Support for SSL v2/v3 and TLS 1.0 must be disabled. Only TLS 1.2 should be supported, 1.1 if necessary.

As part of the selection process, Respondents must demonstrate compliance with the security criteria listed in the categories stated on the attached "SecureAuth IdP Integration Questionnaire" (Attachment C) and "University of Missouri Information Security Requirements" (ITSQ) spreadsheet (Attachment D) by responding in writing to every statement and question. It is the respondent's responsibility supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. Validation of the answers provided by the respondent may be conducted during the review/assessment process. Any erroneous information could limit the respondent's ability to finalize implementation of the proposed solution. Please include any security white papers, technical documents, or policies that are applicable. Failure to provide the necessary information to meet the requirements in this section could lead to disqualification.

The University assigns data classification levels (DCL) for all University owned or hosted IT-based systems. This system will have a DCL level of 4. Security requirements for all DCS levels can be found at: <a href="https://www.umsystem.edu/ums/is/infosec/classification-device-guidelines">https://www.umsystem.edu/ums/is/infosec/classification-device-guidelines</a>. The University of Missouri reserves the right to periodically audit any or all hardware and/or software infrastructure provided by the supplier to ensure compliance with industry standards and best practices, as well as the requirements of the University's DCS. When applicable, the University of Missouri requires compliance with the Health Insurance Portability and Accountability Act (HIPAA), FERPA, GLBA, PCI specifications, and all other applicable state, local and federal laws and regulations.

#### 11. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

<ul><li>11.1 Does respondent have experience in public Higher Education within the last two years?</li><li>Yes or No</li></ul>
<ul><li>11.2 Does respondent have experience servicing clients with at least fifteen thousand (15,000) employees?</li><li>Yes or No</li></ul>
11.3 Does respondent attest to the fact that it can provide plan administration on a self-insured basis for the medical plans currently offered to the University's population?
Yes or No
11.4 Does the respondent offer the University access to a proprietary medical network of providers & facilities?  Yes or No
11.5 Does the respondent provide medical claims processing and adjudication services; network management on a state-wide and national basis? Yes or No
11.6 Can the respondent build and manage custom network(s) with multiple provider fee schedules?  Yes or No
<ul><li>11.7 Does the respondent provide the University real-time (24/7/365) access to electronic claims information?</li><li>Yes or No</li></ul>
11.8 Does the respondent provide the University the ability to update, in real-time, eligibility in your system?  Yes or No

11.9 Does the respondent provide customization and flexibility to meet the University's requirements including, but not limited to: customized ID cards, data integration with multiple third-party vendors, customized reporting, ad hoc reporting and customization of participant forms/communication materials. Yes or No
11.10 Will the respondent agree to send and receive deductible and out-of-pocket accumulator information with the University's carve-out pharmacy benefits administrator, Express Scripts, on a daily basis?  Yes or No
11.11 Will the respondent agree to participate in weekly plan management / open items calls to review plan progress, member inquiries, customer service issues, escalated claims reviews, etc.? Each call will include an open items log to be managed by respondent's account management team. Open items log will include open issue date, status, targeted close date, and a resolution plan. Yes or No
11.12 Does the respondent agree to participate in semi-annual plan performance review meetings to review claims utilization, clinical program effectiveness, contracting updates, recommendations to improve plan performance and/or member experience, and performance guarantee status? Yes or No
11.13 Does the respondent administer satisfaction and outcomes measurement surveys specific to the client's population to be reported quarterly?  Yes or No
11.14 Does the respondent allow the client (or designated independent third party) to examine and audit records at any time during this agreement and up to two years following termination of the agreement, at no additional cost to the client, subject to execution of a mutually acceptable confidentiality agreement?  Yes or No
11.15 Respondent must agree to provide a three-year guaranteed contract on a mature basis (includes twelve months of run-out at no additional cost upon completion of the initial three-year term) with two optional one-year extensions, including adherence to mutually agreed upon performance guarantees with fees at risk.  Yes or No

11.16 Respondent agree to submit a list of any and all networks that may be addressed in your proposal by no later than Friday, December 20 <sup>th</sup> , 2019. Confirmation of network(s) should be sent electronically to the University's designated consulting contacts at Aon, Casey Stine ( <a href="mailto:casey.stine@aon.com">casey.stine@aon.com</a> ) and Caitlyn McNeil ( <a href="mailto:caitlyn.mcneil@aon.com">caitlyn.mcneil@aon.com</a> ).
Yes or No
11.17 Respondent must agree to complete the Network Access RFI, sent under separate cover, and submit their electronic responses in the requested format to the designated Aon contacts, Casey Stine ( <a href="mailto:casey.stine@aon.com">casey.stine@aon.com</a> ) and Caitlyn McNeil ( <a href="mailto:caitlyn.mcneil@aon.com">caitlyn.mcneil@aon.com</a> ), by no later than Friday, December 20 <sup>th</sup> , 2019. A separate RFI should be completed for each network that will be addressed in your proposal specific to the University of Missouri System.
Yes or No
11.18 Respondent must agree to complete the Provider Utilization RFI, sent under separate cover, and submit their electronic responses in the requested format to the designated Aon contacts, Casey Stine ( <a href="mailto:casey.stine@aon.com">casey.stine@aon.com</a> ) and Caitlyn McNeil ( <a href="mailto:caitlyn.mcneil@aon.com">caitlyn.mcneil@aon.com</a> ), by no later than Friday, December 20 <sup>th</sup> , 2019. A separate RFI should be completed for each network that will be addressed in your proposal specific to the University of Missouri System.  Yes or No
11.19 Respondent confirms they have reviewed the Custom Network requirements as disclosed in the 'RequirementsC' tab of the 'RFP Questionnaire' document and agree that, to your understanding from the questions within, your proposal includes the buildout and maintenance of University-specific requirements, reporting needs, and go-forward strategic initiatives. Yes or No
11.20 Will the respondent follow transmission standards set by the University for any data transferred or transmitted that is classified as Level 4 under the University's Data Classification System. The transmission standards can be found here: <a href="http://infosec.missouri.edu/classification/transmission.html">http://infosec.missouri.edu/classification/transmission.html</a> Yes or No

#### 12. 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.

- 12.1 Does the respondent have the ability to onshore all services including those that are not member-facing?
- 12.2 Does the respondent provide fully dedicated resources to support the management of the University's medical plans, including but not limited to: account manager, claims/customer service manager, & onsite nurse coordinator?
- 12.3 In addition, will the University HR staff will have direct access to designated resources, including but not limited to: network contraction liaison, account executive, claims supervisor, and customer service supervisor?
- 12.4 Does the respondent agree to guarantee pricing for ancillary services should the University of Missouri System opt to select the respondent for those services at any point in the contract period?
- 12.5 Will the respondent provide a comprehensive communication program, including posters for placement at the client's work sites which will be requested and distributed on an ad hoc basis?
- 12.6 Will the respondent agree to provide to the University, at no additional cost, editable SBC (Summary of Benefits & Coverage) and SPD (Summary Plan Description) templates populated with all medical plan provisions as coded in the claims system for each plan? In addition, respondent agrees the materials will be provided in a "culturally and linguistically appropriate manner," and that this standard encompasses offers of assistance in foreign languages as well as other language assistance duties meeting the foreign language assistance duties required of UM.

- 12.7 Will the respondent provide the University a dedicated, tollfree customer service line?
- 12.8 Does the respondent offer member facing online member portal and mobile application access including, but not limited to, the following capabilities: view/print ID cards, locate a network provider/facility, view claims status, view Explanation of Benefits (EOB) statements, report deductible and out-of-pocket maximum accumulators, report HSA balances (if your preferred HSA partner is utilized), estimate cost of care/procedures, plan cost comparison/estimator tool, view coverage information/plan designs, complete health assessment(s), access health education materials, contact customer service, etc.?
- 12.9 Does the respondent agree to build a pre-member website, which will be functional by the third quarter of 2020, and should include resources and tools for the Universities employees and their dependents related to plan options, plan design details, and provider directories (including custom network options and providers included in the custom network)?
- 12.10 Does the respondent agree to provide the University HR staff with access to pull utilization and claims reporting directly from your system through an employer portal that includes the ability to report on subsets of the population, as defined in the finalized group structure document?
- 12.11 Will the respondent agree to provide, on a monthly basis, a one-page summary of any and all direct or indirect revenue and retention earned with regards to the management of the University's medical plan? The report should provide the average subscriber and member count, title of each fee/service/program, a brief overview of the services associated, the method of billing (claims vs. invoice), how the fee is calculated (PEPM, PMPM, % of savings, etc.), and should include (but is not limited to): core administration fees, buy-up administrative program fees, capitation fees, ad-hoc charges, clinical program fees (including any program costs paid through claims wire), shared savings fees, recovery services, fraud & abuse management, hospital bill audits, detailed claim review programs, pharmacy rebate retention, etc.
- 12.12 Can the respondent accept data from the University's vision care provider, EyeMed, to better identify and manage members with chronic conditions that are detectible through vision exams?

#### **REQUEST FOR PROPOSAL FORM**

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
SELF-INSURED MEDICAL PLAN ADMINISTRATION SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI SYSTEM

RFP # 20-3002-KS-U
DUE DATE: December 20th, 2019
TIME: 4:00pm 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.	ne No. Federal Employer ID No.		No.	
Fax No.	E-Ma	E-Mail Address		
Number of calendar days delivery after recei	umber of calendar days delivery after receipt   Payment Terms:		:	
of order:		Note: Net 30 is default. Early pay discounts encouraged.		
Select Payment Method: SUA	SUA AC		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?yesno				
Maintain a regular place of business in the State of Missouri?yesno				

RFP# 20-3002-KS-U Page 27

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

# ATTACHMENT A SUPPLIER DIVERSITY PARTICIPATION FORM

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

<u>Tier 2 Supplier Diversity Information</u> - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) 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.

- <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> 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)
  - o Total MBE Dollars \$: \$ 150,000
  - o 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. If you are a non-diverse owned company, what percentage of your company's total and procurement spend for the prior year was with Women and Diverse Owned bus Are you able to provide this information specific to University of Missouri business?				
3.	If you are a non-diverse owned company, 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	
<u>/es</u>	here are questions <u>regarding supplier diversity and the steel are questions regarding supplier diversity and the steel are questions. The steel are questions are questions and the steel are questions are questions are questions.</u>			
	THIS FORM <u>MUST</u> BE SUBMIT	TED WITH THE RESF	'ONSE	

# ATTACHMENT B SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.					
SMALL BUSINESS CONCERN:YesNo					
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):YesNo					
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):YesNo					
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)					
<ol> <li>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.</li> </ol>					
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)					
<ol> <li>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.</li> <li>(H)</li> </ol>					
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)					

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:** \_\_\_\_(M) Manufacturer Distributor/Wholesaler \_\_\_\_(D) \_\_\_\_\_(F) Manufacturer's Representative \_\_\_\_ (S) Service \_\_\_\_\_ (R) Retail 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

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned,

Attachment C – University of Missouri Information Security Requirements (ITSQ): See the attached excel spreadsheet.