



University of Missouri (UM) Procurement

BID REQUEST NO.: 20-2239-WJ-K
TITLE: PARKING LOT STRIPING
ISSUE DATE: MAY 11, 2020

STRATEGIC SOURCING SPECIALIST: Wade A. Jadwin
PHONE NO.: (573) 341-4049
E-MAIL: jadwinw@mst.edu

RETURN BID NO LATER THAN: MAY 22, 2020 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. **Bids are to be contained in a sealed envelope and delivered to the following address by the return date and time noted above. DUE TO COVID-19 PADEMIC E-MAILED BID RESPONSES WILL BE ACCEPTED.**

RETURN BID TO: UM Procurement
Attention: Wade A. Jadwin
1201 North State Street – G5C
Rolla, MO 65409

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
(NOTE: LLC IS NOT A VALID TAX FILING TYPE.)			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.

18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.

21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.

22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.

23. The University serves from time to time as 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.

24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri, firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

NOTICE TO BIDDERS

UM Procurement requests bids to **FURNISH and PROVIDE PARKING LOT STRIPING - RFB # 20-2239-WJ-K**, which will be received by the undersigned at the University of Missouri (UM) Procurement, 1201 North State Street – G5C, Rolla, Missouri, 65409 until 2:00 pm, Central Time August 16, 2019. Bids will be opened and identified starting at 2:05 p.m., Central Time.

DUE TO THE COVID -19 PANDEMIC E-MAILED BID RESPONSES WILL BE ACCPETED.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from UM Procurement at 1201 North State Street – G5C, Rolla, Missouri, 65409, by phoning 573-341-4049, or online at;

<https://www.umsystem.edu/ums/fa/procurement/bids>

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

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: **Wade A. Jadwin, Strategic Sourcing Specialist**
UM Procurement

Dated: May 11, 2020

UNIVERSITY OF MISSOURI SPECIAL CONDITIONS

UM Procurement for the Curators of the University of Missouri propose to enter into an agreement whereby contractor shall furnish and provide PARKING LOT STRIPING as outlined in these specifications. All costs related to furnishing and delivery of said services, whether or not specifically mentioned herein, shall be included in contractor's BID.

1. SCOPE

It is the intent of these specifications to provide Pavement Striping and Marking Services for Parking Lots on the Campus of the University of Missouri-Kansas City (UMKC).

Dependent on the cost the UMKC campus may or may not have all of the areas indicated painted.

It is the intent of these specifications to provide all labor and material for a complete project on the campus of the University of Missouri-Kansas City. The work shall include everything requisite and necessary to finish the work properly notwithstanding that every item of labor, material or accessories required for a complete job may not be specified

The contractor must exhibit awareness and sensitivity to the fact that the university environment must not be compromised. All services and activities shall be planned and performed with the needs of the students, faculty and staff as the foremost priority, through arrangements with Michelle Cone, Manager, UMKC Parking and Transportation, 816-235-1514.

The Contractor is required to comply with all applicable federal, state and local laws, statutes, ordinances and regulations, including but not limited to obtaining at its own expense requisite permits, licenses and certifications; observing all requirements relating to fair and prevailing wages and conditions of employment.

The University may, by written notice, require the Contractor to remove from involvement with the project, any person or the personnel of a Subcontractor of any tier whom the University may deem, abusive, incompetent, careless, or a hindrance to proper and timely execution of the work. The Contractor shall comply with such notice promptly, but without detriment to the work or its progress and without additional cost to the University.

Calendar year 2020 work to be completed no later than August 10, 2020.

2. LOCATION

The location of the work is noted herein. All work is on the campus of the University of Missouri - Kansas City. See attached maps and listing of Parking Lots to be serviced.

3. INSPECTION

Prospective bidders are encouraged to view the job sites prior to bid close, if access is desired to view Area 65, gated access lot located adjacent to the Hospital Hill Apartment Structure, please contact Michelle Cone, (816) 235-1514, conem@umkc.edu to make those arrangements. All other lots and garages are open to prospective bidders.

Any dimensions stated are estimates only. To obtain all actual dimensions, it shall be the vendor's responsibility to fully acquaint himself with the condition of the job site and the nature of the service required. Failure to fully acquaint oneself with these conditions shall not relieve the contractor from the requirement for making a complete workmanlike job in full compliance with all specifications.

4. AWARD

Award will be made on an "All or None" basis.

5. CONTRACT PERIOD:

The contract shall be for one (1) year July 1, 2020 through June 30, 2021 and shall be renewable for an additional period of two (2) years, subject to the right of the University to terminate the contract on June 30, 2021 and June 30, 2023, or upon giving contractor thirty (30) days advance notice in writing of its intent to cancel.

Price Adjustment:

Prices will remain firm the first year of the contract. Thereafter; vendors may increase prices by no more than the maximum amount stated in their bid. The University will consider the maximum increase stated in the vendors bid for year two and three when calculating the cost of vendors bid.

6. PAYMENT:

All bids are to be submitted on the basis of payment by University's check. Payment will be made within thirty (30) days after receipt of invoice. Acceptance will be certified by the Director of Purchasing, University of Missouri - Kansas City. The Contractor will make

application for payment by furnishing the University with an original invoice in triplicate setting forth the quantity and total value of each maintenance agreement.

Invoices properly prepared and executed by the Contractor are to be sent to the Office of Parking Operations, University of Missouri - Kansas City, 5115 Oak Street, Administrative Center, Room 221m Kansas City, Missouri 64110. Attn: Michelle Cone

7. RIGHT OF THE UNIVERSITY TO TERMINATE CONTRACT:

In the event any provisions of contract are violated by contractor, University may serve written notice upon contractor setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after service 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 for such violation; and for any and all damages resulting therefrom, as well as from such termination shall not be affected by any such termination.

8. QUESTIONS:

The last day and time to ask questions pertaining to this RFB will be May 19, 2020 at 2:00 p.m. CT. Any question received after this day and time will not be answered.

9. 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. 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.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus or when contracted for service at a UM event 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, its officers, employees and agents are to be endorsed as Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) 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 (Waiver) 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. **Waiver of this requirement** - If Contractor is not required to maintain coverage by Missouri State Statute and they submit a completed UM waiver form.

Data Breach Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

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 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 any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

PAVEMENT MARKING SERVICES:**PART 1 - GENERAL****1. SUMMARY****A. Section Includes:**

1. Pavement markings for parking areas. Site visit for exact scope recommended, estimated 6684 spaces.
2. Accessible parking symbols. International Symbol of Accessibility proportions shall be as shown in ANSI A117.1-1992 and Americans with Disabilities Act (ADA) Accessibility Guidelines, estimated 248 symbols and associated cross hatching.
3. Traffic direction arrows crosswalks, accessible stall access aisles, walkways, symbols, words and other markings.

4. Curb markings. Paint color for curbs and curb ramps shall be yellow. Paint color for fire lanes shall be red.

2. REFERENCES

American Association of State Highway and Transportation Officials (AASHTO):

1. AASHTO M-247: Standard Specification for Glass Beads Used in Traffic Paint.
2. AASHTO M-248: Standard Specification for Ready-Mixed Red, White and Yellow Traffic Paint.
3. American Standards for Testing and Materials (ASTM):

3. SUBMITTALS

A. Submit in accordance as indicated.

B. Product Data: Manufacturer's specifications and technical data including the following.

1. Product data sheet on each product.
2. Material safety data sheet on each product.
3. Manufacturer's installation instructions.

C. MATERIALS

1. Pavement marking materials shall meet Federal, State and Local environmental standards.
2. Paint shall be manufactured and formulated from first grade raw materials and shall be free from defects or imperfections that might adversely affect product serviceability.
3. Paints shall comply with the National Organic Compound Emission Standards for Architectural Coatings, Environmental Protection Agency, 40 CFR Part 59 (1998).
4. The product shall not contain mercury, lead, hexavalent chromium, or halogenated solvents.

D. QUALITY CONTROL SUBMITTALS:

1. Manufacturer's certificate and test reports indicating that traffic marking material complies with requirements of this Section.
2. Manufacturer's certificate indicating that glass beads comply with requirements of this Section, including test reports indicating roundness, refractive index, flow characteristics, and gradation.

E. COLOR SAMPLES: Two sets of samples of the following.

1. 2 inch by 3 inch sample of pavement marking material illustrating manufacturers full range of standard colors.

4. QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Not less than five (5) years' experience in the actual production of specified products.
- B. Installer's Qualifications: Firm experienced in installation of systems similar in complexity to those required for this Project, plus the following.
 - 1. Not less than three (3) years' experience with systems.
 - 2. Successfully completed not less than five (5) comparable scale projects using this system.
- C. Quality Assurance
Provide written one (1) year warranty to Owner that pavement markings will be free of defects due to workmanship, inadequate surface preparation, and materials including, but not limited to, fading and/or loss of markings due to abrasion, peeling, bubbling and/or delamination. Excessive delamination, peeling, bubbling or abrasion loss shall be defined as more than 15% loss of marking material within one year of substantial completion and/or occupancy of the parking area. With no additional cost to Owner, repair and/or recoat all pavement marking where defects develop or appear during warranty period and all damage to other Work due to such defects.

DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Deliver products in original unopened packaging with legible manufacturer's identification.
- B. Labeling: Include manufacturer's name, type of material, brand name, brand code, date of manufacturer, surface preparation, color designation, analysis of contents, instructions for application and instructions for cleanup.
- C. Storage and Protection: Comply with manufacturer's recommendations.

PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature according to manufacturer's instructions.
 - 2. Do not apply materials during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.

SEQUENCING/SCHEDULING

- A. Sequence and Scheduling of Work to occur in conjunction with Owner.

PART 2 – PRODUCTS

MATERIALS

- A. Pavement-Marking Paint: latex, water-base emulsion; ready mixed; complying with FS TT-P-1952 E.
 - 1. Color: As determined by Owner from manufacturer's full range.
- B. Glass Beads: AASHTO M247, Type 1, including packaging and marking requirements.

PART 3 – EXECUTION

EXAMINATION

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper and timely completion.
 - 1. Verify surface to receive traffic markings is dry and pavements are free of moisture.
 - 2. Do not proceed until unsatisfactory conditions have been corrected.

PREPARATION

- A. Protection: Protect surfaces not being marked and finished Work of other Sections.
- B. Surface Preparation:
 - 1. Prepare surfaces in accordance with manufacturer's instructions.
 - 2. Clean surfaces to receive pavement markings free of dust, dirt, concrete curing compounds, and other surface contaminants which may adversely affect adhesion or appearance.

APPLICATION

- A. Apply pavement-marking paint following current placement.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings, of approximately four (4) inches wide, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
 - 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6lb/gal. (0.72 kg/L).

PROTECTION

- D. Protect installed markings from damage until Substantial Completion.

DEFECTIVE TRAFFIC MARKINGS

- A Traffic markings which, in the opinion of the Owner, do not provide initial nighttime reflectivity or do not have the specified thickness shall be repaired and replaced at no increase in Contract Sum or extension in Contract Time.
- B Traffic markings which, in the opinion of the Owner, do not conform to required dimensions or specified requirements shall be completely removed and replaced at no increase in Contract Sum or extension in Contract Time.

PART 4 – SCOPE OF WORK

The attached spreadsheets list areas included in the scope of work and corresponds to campus map. Amount of parking spaces is accurate. Pavement arrows and cross-hatching is approximate and a site visit is encouraged for accurate scope.

Cost for each area should be identified.

Structure will be painted using yellow paint; surface lots, white; fire lanes, red. Accessible markings will be in accordance with Americans with Disabilities Act (ADA) guidelines.

The map can be found at <https://www.umkc.edu/about/maps.html>.

PART 5 - CONTRACTORS AND THEIR EMPLOYEES WILL BE RESPONSIBLE FOR THE FOLLOWING:

The contractor will be responsible for performing criminal background (CCIC/NCIC) checks and Drug testing on all employees prior to their assignment. The Contractor will be required to provide proof of testing if requested by the University. This shall include verification of the right to work in the United States, through the I-9 process for employment, where applicable.

The contractor is responsible for providing all their employees the necessary training and safety equipment which will allow them to be in compliance with all of the applicable Federal, State, Regional and Local regulations (including OSHA).

The contractor will also be personally responsible for properly disposing all chemical and hazardous wastes that they generate while working on UMKC property.

All cleaning supplies and cleaning equipment will be provided by the successful contractor.

It is requested that all bidders submit with their bids descriptive literature and detailed specifications on items and equipment they propose to use in the fulfillment of the Painting

Services. Bids received without descriptive literature and detailed specifications **MAY BE REJECTED.**

PART 6 - STAFFING

Supervision: Contractor shall provide a Supervisor and/or Project Manager with a minimum of three (3) years in Painting Services to fulfill the entire scope of any resulting contract. If requested, Contractor shall provide a resume and list of jobs performed that substantiate experience of the Supervisor and/or Project Manager. Contractor shall provide a supervisor on site weekly to check on work being performed. Contractor shall provide the University's Liaison with Project Manager's name and telephone number. The Project Manager shall be available to monitor contract work in progress and perform inspections with the University Liaison. The Contractor's Project Manager and other supervisory personnel shall read, write, understand and speak English in order to communicate with University staff.

Contractor Personnel: All regular supervisory and floor crew personnel involved in the performance of any resulting contract shall be directly employed by and supervised by Contractor. Subcontracting of any work under any resulting contract shall be only upon University Approval. It is requested that, as much as is possible, the same Crew perform the contracted Painting duties on a routine basis. Contractor shall advise the University of any Changes in supervisory and Project Manager Personnel, and any other Key Personnel working under any resulting contract.

Standards of Conduct: Contractor shall maintain standards of employee work performance, conduct, appearance and integrity, and shall take disciplinary action with respect to employees when necessary. Contractor employees shall not disturb items on desks, floors, bookshelves, or cabinets. Additionally, contractor employees shall not use University telephones or open desk drawers. Any exceptions to the above shall be upon authorization from a University Liaison. Contractor employees shall adhere to the same standards of conduct as University employees. Contractor shall immediately remove any employee that the University Liaison or designee deems to have demonstrated unsatisfactory performance, behavior or conduct.

Compliance with Applicable Laws and Regulations: Contractor, its agents and employees shall comply with all municipal, county, state and federal laws, rules, regulations, and ordinances applicable to the work to be performed. Further, Contractor agrees that it, its agents and employees shall follow all rules, regulations and policies of the University.

Drug Free Workplace: Contractor, its employees and/or agents performing services on state property are prohibited from: The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

Violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the University in addition to any criminal penalties that may result from such conduct.

Contractor Employee Identification

Contractors shall ensure that their Employees wear uniforms that include at a minimum, a sleeved shirt or smock front (preferably with company logo), long pants, closed toe shoes and identification badges which shall be displayed on the employee while on campus. Contractor employee uniforms shall be clean and neat in appearance, shirts tucked in, and pants worn in a professional manner.

OSHA Guidelines

Contractor shall comply with all applicable Occupational Safety and Health Act and Regulations.

Parking Requirements

Should the Contractor desire to park on campus, or have their employee's park on campus, a parking tag for each vehicle is required. The University will provide a maximum of two parking spaces for contractors and their employees. Contractor or individual employees may purchase additional parking hang tag permits from the UMKC Parking Operations office. All contracted employees operating and parking on campus, will be required to follow the policies as defined by UMKC Police & Parking Operations.

PRICE PAGE

Price to complete the project (1st Year) \$ _____

Price to complete the project (2nd Year) \$ _____

Price to complete the project (3rd Year) \$ _____

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

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

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

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

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

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

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

Supplier Name	% of Contract	Specify Direct or Indirect

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

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

ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

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

WOMAN OWNED BUSINESS (WBE): ☐ Yes ☐ No

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

MINORITY BUSINESS ENTERPRISE (MBE): ☐ Yes ☐ No

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

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh ☐ (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. ☐ (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. ☐ (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. ☐ (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. ☐ (N)

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

VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE ☐ Yes ☐ No

MISSOURI FIRM: ____ Yes ____ No

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

BUSINESS TYPE:

Manufacturer	____ (M)
Distributor/Wholesaler	____ (D)
Manufacturer's Representative	____ (F)
Service	____ (S)
Retail	____ (R)
Contractor	____ (C)
Other	____ (O)

SOLE PROPRIETORSHIP: ____ Yes ____ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____ Date: _____

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