#### **REQUEST FOR PROPOSALS**

**FOR** 

#### **FURNISHING AND DELIVERY**

OF

#### **DIRECT MAIL**

**FOR** 

#### THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

**MIZZOU ALUMNI ASSOCIATION** 

RFP # 21032

**DUE DATE: JANUARY 12, 2021** 

TIME: 12:00 P.M. CDT

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

Date Issued: December 14, 2020

## RFP # 21032

# **DIRECT MAIL**

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#### **NOTICE TO RESPONDENTS**

The University of Missouri requests proposals for the Furnishing and Delivery of **DIRECT MAIL SERVICES**, **RFP #21032** which will be received by the undersigned at University of Missouri Procurement, until **January 12**, 2021 at 12:00 p.m. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.

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:

Leyanna Long University of Missouri Procurement 2910 LeMone Industrial Blvd Columbia, Missouri 65201 longlk@umsystem.edu

All questions regarding the RFP must be received no later than 12:00 P.M. on January 7, 2021.

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:
Leyanna Long
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. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

11. 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.

12. 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.

13. 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.

- 14. 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.
- 15. **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.
- 16. **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 emailed to **longlk@umsystem.edu plainly marked in the subject line RFP #21032**.

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 – Columbia (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **Direct Mail Services** for annual appeals as described herein.

#### 2. SCOPE

The following specifications outline the minimum requirements for the proposed service. They are provided to assist participants in understanding the objectives of MU and submitting a thorough response. Highly desire firms with significant, proven success in higher education direct mail services. THE UNIVERSITY desires the most thoroughly developed and highest quality professional services available. The following specifications outline the minimum firm requirements for the proposed service. They are provided to assist participants in understanding the objectives of the UNIVERSITY and submitting a thorough response. The purpose of this solicitation is to receive responses from highly qualified agencies to assist the UNIVERSITY in Fall and Spring direct mail services.

#### 3. PROJECT DELIVERABLES

The University requested this RFP in order to contract with a qualified contractor for a multi-year partnership who will be responsible for furnishing and delivery of direct mail services for MU. The Supplier will furnish all labor, material, equipment, testing, services, permits, insurance and notifications necessary or required to perform the work and/or provide the product in accordance with applicable local, state and federal regulations for supplying direct mail services and for other services as specified.

#### Provide Direct Mail Services

- Solution to be able to mail from a Midwest Location approved by University Press.
- Solution must be created within the United States of America.
- Solution must be able to provide proofs 6-8 days in advance of mailing.
- ➤ Three (3) references of which two (2) references who can demonstrate a proven track record with references from a Big XII, SEC or comparable institutions of size.

- ➤ Direct Mail Set up and Format. Each bid part and the individual jobs may feature different carrier envelopes, letterhead, letter text, signature graphics and variable fields. On acceptance of the bid, the respondent(s) will verbally agree to all the restrictions prior to starting any part of the bid.
- A FTP site needs to be provided by the SUPPLIER, a minimum of 45 days prior to the scheduled mail date, for upload of graphics, letters, and data.
- Timeliness Jobs are expected to be mailed by the listed mail dates.
- Proposed mail dates for the jobs that are ready to be mailed to be grouped and sent out on the closest date. If there are pieces for a job that are not ready on the due date, then the job should be scheduled for the next mail date
- ➤ A minimum of 10 samples of each job should be provided to the University Mizzou Annual Giving at the completion of each job.

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.

Direct Mail Set up and Format Each bid part and the individual jobs may feature different carrier envelopes, letterhead, letter text, signature graphics and variable fields. On acceptance of the bid, the respondent(s) will verbally agree to all the restrictions prior to starting any part of the bid.

- (a) Graphics for all cards, letterhead, outer envelopes, and reply form layouts will be provided to the SUPPLIER prior to scheduled mail dates. UNIVERSITY will provide all graphics in InDesign or Adobe Illustrator and may be in either PC or MAC formats. Graphic designs will be provided by the UNIVERSITY and should require little or no design modifications of the SUPPLIERS other than in spacing or general layouts. Other design changes will be general offset printing such as for the business reply envelope and layouts on letter text.
- (b) Text Letter text and signature graphics will be provided to the vendor a minimum of 30 days prior to scheduled mail dates.
- (c) Data files will be provided in Excel format costs for data formatting and cass certification for printing are to be included in the bid amount. Numbers for data will be provided a minimum of 20 days prior to scheduled mail dates (numbers will be within 100 of the final data numbers). Final data files will be provided to the SUPPLIER(s) a minimum of 10 days prior to mailing.
- (d) NCOA Format will have been updated through NCOA within the last 90 days of the scheduled mail date. Any additional costs associated with the setting up or formatting of the data should be included in the bid.
- (e) FTP Site A FTP site needs to be provided by the SUPPLIER, a minimum of 45 days prior to the scheduled mail date, for upload of graphics, letters, and data.

- (f) Proofs must be provided on the printer that will be used for each job and will be approved by the UNIVERSITY. SUPPLIER(s) shall provide proofs to the UNIVERSITY a minimum of 24 hours (one (1) business working day) to UNIVERSITY staff with additional time provided when necessary. SUPPLIER(s) shall provide live proofs of data a minimum of 7 days prior to the scheduled mail dates.
- (g) Timeliness Jobs are expected to be mailed by the listed mail dates. If one of the jobs is held up due to delays by the UNIVERSITY in providing information the other jobs are still expected to be mailed on the scheduled mail date.
- (h) Shipping costs for providing samples within the timeframes listed need to be included in the bid. Cost of all shipping and handling on all proofs, samples, etc. should be included in the bid as a separate line item.
- (i) Postage Live postage stamps are required.
- (j) Invoicing Respondent/SUPPLIER(s) will provide an invoice for postage based on total mailing a minimum of 30 days prior to the scheduled mail date. Any forms needed for approval of UNIVERSITY non-profit status with the local post office should be provided to MU within five business (5) days contract execution. 10% of the invoice may be held back until all samples, supplies, etc. are received from the Respondent/SUPPLIER(s).
- (k) Samples A minimum of 10 samples of each job should be provided to the UNIVERSITY Mizzou Annual Giving at the completion of each job.

# **Fall Direct Mail**

Total mailing will be approximately 160,000 pieces split into 26 jobs. Each bid part and the individual jobs will feature different carrier envelopes, graphics and variable fields.

PLEASE NOTE, MAIL DATE IS EXPECTED AS THE DROP DATE OF THE COMPLETED MAILING, DELIVERED TO THE US POST OFFICE. FOR EACH BID PART — ALL JOBS WITH COMPLETED PIECES MUST BE MAILED WITHIN ONE WEEK OF THE ESTABLISHED DATE. IF A JOB IS HELD UP DUE TO MU'S NON-COMPLIANCE WITH DEADLINES, THEN THE MAIL DATE FOR THAT JOB IS NO LONGER VALID.

The mailing is required to be mailed from a Midwest location (i. e. lowa, Kansas, Missouri, Illinois, Oklahoma, Nebraska, or a location pre-approved by procurement.) All pieces must be created within the United States. Proofs must be provided 6-8 days in advance to allow for changes if necessary. Graphics are not to be changed except when permitted by the University of Missouri. All pieces are to be mailed at the standard rate with an affixed non-profit stamp. There are two drop dates for this mailing and it is expected that the mailings go out by those dates.

Samples of any part of this bid may not be used by the vendor without permission from the University of Missouri.

MU Gold and Black using the pantone matching system is PANTONE 124 on coated stock (please substitute PANTONE 7406 on uncoated stock) and PANTONE BLACK. For process colors MU Gold-PMS 124 is 0% Cyan, 25% Magenta, 90% Yellow, and 5% Black. For process colors the black is 100% Black.

All information provided is to remain confidential and at no time should this information be shared with an outside party.

The purpose of the October 26th and November 1st mail dates is for the jobs that are ready to be mailed to be grouped and sent out on the closest date. If there are pieces for a job that are not ready on the due date, then the job should be scheduled for the next mail date. All jobs should not be held and batched together for production and mailed on one date.

PLEASE NOTE: The proposed mail date is the expected delivery date to the US Post Office. Failure to meet the established mail date by the vendor will result in a 10% penalty for each 7 day delay per job.

Dates of data and other information provided by University of Missouri-Columbia:

#### **October Mail Date**

- Graphics for all postcards, outer envelopes, and reply form layouts will be provided to the vendor by the end of September.
- Numbers for data will be provided by mid September (numbers will be within 100 of the final data numbers). Final data files will be provided to the vendor by October. The data will be provided in excel format and will have been updated through NCOA within the last 90 days of the mail date. Any additional costs associated with the setting up or formatting of the data should be included in the bid.
- A FTP site needs to be provided by the vendor, no later than September 1 for upload of graphics, letters, and data.
- Graphics for all postcards, outer envelopes, and reply form layouts will be provided to the vendor by the end of September.
- Numbers for data will be provided by mid-September (numbers will be within 100 of the final data numbers). Final data files will be provided to the vendor by October. The data will be provided in excel format and will have been updated through NCOA within the last 90 days of the mail date. Any additional costs associated with the setting up or formatting of the data should be included in the bid.
- A FTP site needs to be provided by the vendor, no later than September 1 for upload of graphics, letters, and data.

#### Vendor Expectations include:

- The proofs must be provided on the printer that will be used for each job and will be approved within 24 hours (work day) by our staff. This must be provided at least one week prior to the scheduled mail dates.
- Jobs are expected to be mailed by the listed mail dates. If one of the jobs is held up due to delays by MU in providing information – the other jobs are still expected to be mailed on the scheduled mail date.
- All shipping costs for providing samples within the timeframes listed need to be included in the bid.

- Data files will be provided in Excel format costs for data formatting and cass certification for printing are to be included in the bid amount.
- Live postage stamps are required.
- Cost of all shipping and handling on all proofs, samples, etc. should be included in the bid
- On acceptance of the bid, the vendor will verbally agree to all the restrictions prior to starting any part of the bid.
- Vendor will provide an invoice for postage based on total mailing by September 1. Any forms needed for approval of University non-profit status with the local post office should be provided to MU within one week of the acceptance of the bid.
- 10% of the invoice may be held back until all samples, supplies, etc. are received from the vendor.

**Each job will have a specific carrier envelope and postcard.** The Reply Form and the Courtesy Reply Envelope will be the same for all jobs.

Job Name Carrier Envelope Letterhead CRE Response Form Est. number

Job 1	Arts & Science 1	Arts & Science	University	University	20,000
Job 2	Arts & Science 2	Arts & Science	University	University	6,500
Job 3	HES 1	HES	University	University	6,000
Job 4	HES 2	HES	University	University	3,500
Job 5	CAFNR 1	CAFNR	University	University	12,500
Job 6	CAFNR 2	CAFNR	University	University	5,000
Job 7	Nursing 1	Nursing	University	University	4,000
Job 8	Nursing 2	Nursing	University	University	2,000
Job 9	Business 1	Business	University	University	18,000
Job 10	Business 2	Business	University	University	5,000
Job 11	Engineering 1	Engineering	University	University	10,000
Job 12	Engineering 2	Engineering	University	University	4,000
Job 13	Education 1	Education	University	University	16,000
Job 14	Education 2	Education	University	University	5,000
Job 15	Journalism 1	Journalism	University	University	10,000
Job 16	Journalism 2	Journalism	University	University	4,000

Job 17	Grad School 1	Grad School	University	University	2,000
Job 18	Grad School 2	Grad School	University	University	1,000
Job 19	Health Prof 1	Health Prof	University	University	4,000
Job 20	Health Prof 1	Health Prof	University	University	1,000
Job 21	Vet Med 1	Vet Med	University	University	4,000
Job 22	Vet Med 2	Vet Med	University	University	1,000
Job 23	Medicine 1	Medicine	University	University	6,000
Job 24	Medicine 2	Medicine	University	University	2,000
Job 25	Law 1	Law donors	University	University	5,500
Job 26	Law 2	Law donors	University	University	2,000

#### **Package Elements:**

- 1. 5.75x9 100# Coated, 4/4, Artwork bleeds all sides.
- 2. Custom carrier envelope, 6x9.25, 100# 4/0
- 3. Reply envelope, standard #9, 24# white wove, printed 1/0.
- 4. Reply card -3.75x92/0
- 5. Data processing, tape work & simplex laser personalization.
- 6. 2-way match-reply form and carrier envelope.
- 7. Complete lettershop. Affix non-profit stamp, seal & mail.

#### **Data Processing & Mailing Services:**

CASS certify database and sort for automated standard non-profit rates (11 digit postal bar code). Produce print image tape; laser personalize letter. Slit, fold and insert letter with reply form preferably nested. Include CRE in carrier envelope. Stamp, seal, tray & drop in mail.

#### Postage:

Please include breakout cost for postage.

#### **Additional Requirements and Information**

- 1. A minimum 24 hour turnaround time on all proofs is required with additional time provided for changes when necessary. Live proofs of data should be provided within 1 week prior to mail date.
- 2. A minimum 10 samples of each job provided to the University within one week of the mail date.
- 3. The University will provide all graphics in InDesign or Adobe Illustrator and may be in either PC or MAC formats. Graphic designs will be provided by the University and should require little or no design requirements of the vendors other than in spacing or general layouts. Other design changes will be general offset printing such as for the business reply envelope and layouts on letter text.

# **Spring Direct Mail**

Total mailing will be approximately **148,000 pieces split into 2 bid parts and 16 jobs.** Each bid part will have the requirements for jobs listed under that part.

PLEASE NOTE, MAIL DATE IS EXPECTED AS THE DROP DATE OF THE COMPLETED MAILING, DELIVERED TO THE U.S. POST OFFICE. FOR EACH BID PART – ALL JOBS WITH COMPLETED PIECES MUST BE MAILED WITHIN ONE WEEK OF THE ESTABLISHED DATE. IF A JOB IS HELD UP DUE TO MU'S NON-COMPLIANCE WITH DEADLINES, THEN THE MAIL DATE FOR THAT JOB IS NO LONGER VALID.

The mailing is required to be mailed from a Midwest location (i.e. Iowa, Kansas, Missouri, Illinois, Oklahoma, Nebraska, or a location pre-approved by procurement.) All pieces must be created within the United States. Proofs must be provided at minimum 6-8 days in advance to allow for changes if necessary. Graphics are not to be changed except when permitted by the University of Missouri. All pieces are to be mailed at the standard rate with an affixed non-profit stamp.

Samples of any part of this bid may not be used by the vendor without permission from the University of Missouri. This bid will only be awarded to vendors who demonstrate a proven track record with references from a Big XII, SEC or comparable institutions.

MU Gold and Black using the pantone matching system is PANTONE 124 on coated stock (please substitute PANTONE 7406 on uncoated stock) and PANTONE BLACK. For process colors MU Gold-PMS 124 is 0% Cyan, 25% Magenta, 90% Yellow, and 5% Black. For process colors the black is 100% Black.

\*All information provided is to remain confidential and at no time should this information be shared with an outside party.

Outline of dates and other information provided by University of Missouri:

#### **May Mail Date**

- Graphics for insert, outer envelopes, and pledge form layout will be provided to the vendor by March 22.
- Final data files will be provided to the vendor by April 5. The data will be provided in excel format
  and will have been updated through NCOA within the last 90 days of the mail date. Any additional
  costs associated with the setting up or formatting of the data should be included in the bid.
- A FTP site needs to be provided by the vendor, no later than March 1 for upload of graphics, letters, and data.

#### Approximations for the populations are provided within the bid.

Vendor Expectations include:

- The proofs must be provided on the printer that will be used for each job and will be approved within 24 hours (work day) by our staff. This must be provided at least one week prior to the scheduled mail dates.
- All shipping costs for providing samples within the timeframes listed need to be included in the bid.

- Data files will be provided in Excel format costs for data formatting and cass certification for printing – are to be included in the bid amount.
- Live postage stamps are required.
- Cost of all shipping and handling on all proofs, samples, etc. should be included in the bid
- On acceptance of the bid, the vendor will verbally agree to all the restrictions prior to starting any part of the bid.
- Vendor will provide an invoice for postage based on total mailing by April 5. Any forms needed for approval of University non-profit status with the local post office should be provided to MU within one week of the acceptance of the bid.
- 10% of the invoice may be held back until all samples, supplies, etc. are received from the vendor.

#### **MAIL DATE: MAY**

#### Jobs 1 – 7 graphic inserts (Total pieces 122,000 for Jobs 1-7)

Total package elements for Jobs 1-7 are listed below. Each job for this bid part will use the same CRE, carrier envelope, and graphic insert for the mailing. **Individual jobs will require different text on the pledge form with variable printing fields.** 

Job #	Job Description	Est. Pop.	Job#	Job Description	Est. Pop.
Job 1	Alumni donors	30,000	Job 5	Friends	53,000
Job 2	Non-graduate alumni	2,000	Job 6	Remaining alumni	20,000
Job 3	Graduate School PhD's	3,000	Job 7	Jeff Club / Primaries / Top	12,000
				Prospects	
Job 4	Alumni Endowment Stewards	2,000			

#### **Package Elements:**

- 1.) 3.875" X 16" 100# Coated, Printed 4/4, Artwork bleeds all sides.
- 2.) Standard #9 reply envelope, 24#WW Stock, Printed 1/0.
- 3.) Custom #10 non-window carrier envelope, 60#matte white wove. Matte coated sheet printed 4/4 (possible heavy coverage) with full bleeds and then formed.
- 4.) Personalized pledge form size 8.5" by 11" letter to be inserted in carrier envelope. Pledge form will be 80# offset. Printed 2/0 no bleed.
- 5.) Data processing, file work, tape work, inkjet & personalized laser imaging.
- 6.) 2-way match-pledge form and carrier envelope.
- 7.) Complete lettershop. Affix non-profit stamp, & mail.

#### **Data Processing & Mailing Services:**

CASS certify database and sort for automated standard non-profit rates (11 digit postal bar code). Produce print image tape; laser personalize letter. Insert graphic piece, reply form, and insert with CRE into carrier envelope. Stamp, seal, tray & drop in mail.

#### Postage:

Please include breakout cost for postage.

### **Additional Requirements and Information**

- 4. A minimum 24-hour turnaround time on all proofs is required with additional time provided for changes when necessary. Live proofs of data should be provided within 1 week prior to mail date.
- 5. A minimum 10 samples of each job provided to the University within one week of the mail date.
- 6. The University will provide all graphics in InDesign or Adobe Illustrator and may be in either PC or MAC formats. Graphic designs will be provided by the University and should require little or no design requirements of the vendors other than in spacing or general layouts. Other design changes will be general offset printing such as for the business reply envelope and layouts on letter text.

#### **MAIL DATE: MAY**

#### Bid Part 2: Jobs 8 – 16 graphic inserts (Total pieces 26,000 for Jobs 8-16)

Total package elements for Job 8-16 are listed below.

- Job 8 will use the same CRE, carrier envelope, and graphic insert but will require variable printing fields on the pledge form.
- Jobs 9-10 will use the same CRE, carrier envelope, and graphic insert but will require variable printing fields on the pledge form.
- Jobs 11-12 will use the same CRE, carrier envelope, and graphic insert but will require variable printing fields on the pledge form.
- Jobs 13-15 will use the same CRE, carrier envelope, and graphic insert but will require variable printing fields on the pledge form.
- Job 16 will use the same CRE, carrier envelope, and graphic insert but will require variable printing fields on the pledge form.

Job#	Job Description	Est. Pop.	Job#	Job Description	Est. Pop.
Job 8	Extension	2,000	Job 13	Medicine – McAlester	1,000
Job 9	Vet Med – friends and clients	3,000	Job 14	Medicine – residents	2,000
Job 10	Vet Med alumni	3,000	Job 15	Medicine – remaining alumni	2,500
Job 11	Law donors	3,500	Job 16	Parents	6,000
Job 12	Law non-donors	3,000			

#### **Package Elements:**

- 1.) 3.875" X 16" 100# Coated, Printed 4/4, Artwork bleeds all sides.
- 2.) Standard #9 reply envelope, 24#WW Stock, Printed 1/0.
- 3.) Custom #10 non-window carrier envelope, 60#matte white wove. Matte coated sheet printed 4/4 (possible heavy coverage) with full bleeds and then formed.
- 4.) Personalized pledge form size 8.5" by 11" letter to be inserted in carrier envelope. Pledge form will be 80# offset. Printed 2/0 no bleed.
- 5.) Data processing, file work, tape work, inkjet & personalized laser imaging.
- 6.) 2-way match-pledge form and carrier envelope.
- 7.) Complete lettershop. Affix non-profit stamp, & mail.

#### **Data Processing & Mailing Services:**

CASS certify database and sort for automated standard non-profit rates (11 digit postal bar code). Produce print image tape; laser personalize letter. Slit, fold, and insert letter with reply form nested. Include CRE in carrier envelope. Stamp, seal, tray & drop in mail.

#### Postage:

Please include breakout cost for postage.

#### **Additional Requirements and Information**

- A minimum 24-hour turnaround time on all proofs is required with additional time provided for changes when necessary. Live proofs of data should be provided within 1 week prior to mail date.
- 2. A minimum 10 samples of each job provided to the University within one week of the mail date.
- 3. The University will provide all graphics in InDesign or Adobe Illustrator and may be in either PC or MAC formats. Graphic designs will be provided by the University and should require little or no design requirements of the vendors other than in spacing or general layouts. Other design changes will be general offset printing such as for the business reply envelope and layouts on letter text.

#### 4. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri—Columbia was founded in 1839 and was the first university west of the Mississippi River. As a flagship, land grant institution and one of only 65 universities across the U.S. and Canada to be a members of the prestigious Association of American Universities, we are a campus where empathy, innovation and hard work combine to solve the world's grand challenges. MU has 13 schools and colleges and offers more than 300 degree programs. MU is also the only university in the country with a medical school, law school, Vet Med program and the most powerful university research reactor on campus. MU is proud to be in the top 10 of undergraduate research universities in the U.S.

#### 5. CONTRACT PERIOD

The contract period shall be from the date of award for one (1) year with the option to renew for three (3) 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.

#### 6. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

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

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

**Volume I** – Functional Section MUST be submitted electronically via email to <a href="mailto:longlk@umsystem.edu">longlk@umsystem.edu</a> with the subject line labeled and identified as RFP #21032, Volume I. This section must be in PDF format ad contain in this order:

- Response to Information for Respondents and General Conditions
- Mandatory Specifications and Vendor responses
- Desirable Specifications and Vendor responses
- If there is supplier related contract that must be signed as part of doing business, it should also be included in this section.

**Volume II** – Functional Section MUST be submitted electronically via email to <a href="mailto:longlk@umsystem.edu">longlk@umsystem.edu</a> with the subject line labeled and identified as RFP #21032, Volume I. This section must be in PDF format unless another form of bid form is required:

Request for Proposal Form with any supplemental schedules, if applicable

- Financial Summary including additional costs if any, for Desirable Specification Compliance, functional or technical
- Attachment A Supplier Diversity Participation Form
- Attachment B -Supplier Registration Information
- Financial Statements, if required.

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 plainly marked: Request for Proposal #21032 for Direct Mail Services, emailed to: <a href="mailto:longlk@umsystem.edu">longlk@umsystem.edu</a>. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.

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."

#### 7. 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.

#### 8. 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, \$2,000,000 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.

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 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** 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** 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 Contract Language \$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 provide written notice of cancellation according to the policy provisions. 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.

#### 9. 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.

#### **10. 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.

1.	It is mandatory t direct mail service		dent have a minimum of five (5) years of experience in er education.
		_	Provide information to support your answer.
2.	references who o	can demon arable insti	dent provide three (3) references of which two (2) strate a proven track record with references from a Big tutions of size.  Provide information to support your answer.
3.	advance of maili	ng.	pondent can provide proof's a minimum 6-8 day's in  Provide information to support your answer.
4.	Missouri, Illinois,	, Oklahoma	to be mailed from a Midwest Location, ie. Iowa, Kansas, a, Nebraska or a location pre-approved by the University.  Provide information to support your answer.
5.	It is mandatory t non-profit stamp		ution to be mailed at the standard rate with an affixed
	Confirm Y	or N	Provide information to support your answer.
6.	=		can be created within the United States.  Provide information to support your answer.
7.	It is mandatory t the University of		dent will not change graphics without the permission of Press.
	Confirm Y	or N	Provide information to support your answer.
8.	any part of the b	id.	dent will verbally agree to all restrictions prior to starting
	Confirm Y	or N	Provide information to support your answer.

#### 11. 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.

#### 11.1 Company Experience and Capacity

- a) Disclose general information about your company, including a brief history and information regarding the type of experience the company has, as it relates to this project.
- b) Provide a description of the standard services offered by your company and project team and additional related services you provide.
- c) Provide at least 3 references from current accounts and clients for the production of books comparable to those manufactured according to the standards outlines in scope of this RFP.
- d) Describe your company's ability to manage complex jobs with multiple segments and versions.
- e) Provide how key personnel will provide customer service.

#### 11.2 Product, Support & Implementation

- a) Describe how your company and team will accomplish the deadlines set forth in the scope. Describe how target dates and overall project completion will be achieved.
- b) Describe how your company is innovative in the Direct Mail field and what new products are available.
- c) Describe what Data analysis your company can provide.
- d) Describe how your solution will provide accuracy of data Segmentation and population.
- e) The University desires a secure solution to transfer data. Describe the process your company takes to insure a secure transfer.

#### REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSALS

FOR

FURNISHING AND DELIVERY

OF

DIRECT MAIL SERVICES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

MIZZOU ALUMNI ANNUAL GIVING

RFP # 21032 DUE DATE: JANUARY 12, 2021

#### **PRICING**

The undersigned proposes to furnish the following items and/or services at the prices quoted in the following tables, and agrees to perform in accordance with all requirements and specifications contained within this Request For Bid issued by the UNIVERSITY of Missouri. Respondent/SUPPLIER(s) is advised omission of this for may result in disqualification.

❖ The respondent's proposal should delineate the payment terms of the agreement; early payment discounts, rebates, progress payments, down payments, prepayments required, etc.

Provide pricing details for Fall Direct bid per specifications detail in **PROJECT DELIVERABLES** herein:

Fall Direct Mail approx. 160,000 pieces split into 26 jobs \$\_\_\_\_\_\_

Spring Direct Mail approx. 140,000 pieces split into 16 jobs \$\_\_\_\_\_\_

## **AUTHORIZED RESPONDENT REPRESENTATION**

Authorized Signature		Date		
Printed Name		Title		
Company Name				
Mailing Address				
City, State, Zip				
Phone No.	Federa	l Employer ID	No.	
Fax No.	E-Mail	1ail Address		
Number of calendar days delivery after recei	ipt Pa	yment Terms:		
of order:		Note: Net 30 is default. Early pay discounts encouraged.		
Select Payment Method: SUA	•	ACH	Check	
Circle one: Individual Partnership	Со	rporation		
If a corporation, incorporated under the law	s of the	State of		
Licensed to do business in the State of Misso	ouri?	yes	no	
Maintain a regular place of business in the S	tate of N	Missouri?	yesno	

This signature sheet must be returned with your proposal.

# ATTACHMENT A SUPPLIER DIVERSITY PARTICIPATION FORM

The University of Missouri System is committed to and supports supplier diversity 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 and procurement spend for the prior year was Are you able to provide this information specification.	with Women and Di	iverse Owned businesses?
3.	If you are a non-diverse owned company, comp percentage your company will subcontract with businesses should your company be the succes plan to use Women and Diverse Owned busine explain why not.	n certified Women a sful bidder. Note:	nd Diverse Owned If your company does not
	Supplier Name	% of Contract	Specify Direct or Indirect
	there are questions <u>regarding supplier diversity astt@umsystem.edu.</u>	at the University, co	ntact Teresa Vest,
	THIS FORM MUST BE SUBMIT	TED WITH THE RESF	PONSE

# 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)
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)

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 ENTERPRISEYesNo
SERVICE DISABLED VETERAN BUSINESS ENTERPRISEYesNo
MISSOURI FIRM:YesNo
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
SOLE PROPRIETORSHIP:YesNo
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:

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