



BID REQUEST NO.: 21056
Mobile Simulation Vehicle
ISSUE DATE: January 7, 2021

STRATEGIC SOURCING SPECIALIST: Carla Gilzow **TITLE:**
PHONE NO.: (573) 882-2225
E-MAIL: crgnn7@umsystem.edu

RETURN BID NO LATER THAN: Date: January 27, 2021 **AT 12:00 PM**

MAILING INSTRUCTIONS: Bids are to be submitted electronically via a separate email with the subject line labeled and identified as RFB# 21056 Mobile Simulation Vehicle via email: crgnn7@umsystem.edu

RETURN BID TO: University of Missouri – System Supply Chain
Attention: Carla Gilzow
2910 Lemone Industrial Blvd.
Columbia, MO 65201
crgnn7@umsystem.edu

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. Unless otherwise specified herein, 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. Unless otherwise specified herein, 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.
25. 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.

University of Missouri
University of Missouri – Columbia
Mobile Simulation Vehicle
Request for bid (RFB) #: 21056

The University of Missouri-Columbia request bids for Mobile Simulation Vehicle; as described herein.

INSTRUCTION TO BIDDERS:

It is the respondent's responsibility to view the University of Missouri System Supply Chain Procurement Website for updated bid related information, addendums, etc. All questions regarding the project should be directed to Carla Gilzow, UM System Supply Chain, at crgnn7@umsystem.edu.

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

Bids MUST be submitted in Bids are to be submitted electronically via a separate email with the subject line labeled and identified as RFB# 21056 Mobile Simulation Vehicle via email: crgnn7@umsystem.edu

University of Missouri – System Supply Chain
Attention: Carla Gilzow
2910 LeMone Industrial Blvd.
Columbia, MO 65201
crgnn7@umsystem.edu

AWARD:

1. The University of Missouri reserves the right to award the bid on a line by line basis or on an all or none basis, whichever is determined to be in the best interest of the University.
2. Bidders must price materials as specified.
3. The University wants to ensure it receives the absolute lowest bid on all actual items/services being purchased. Therefore, effective immediately, without exception all bidders must show the shipping costs (freight) as a separate line item on the bid proposal and invoices. If shipping costs are being included in the product unit cost, deduct the amount added for shipping and break it out as a separate line item. Freight terms to be FOB Destination.

DELIVERY:

All deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight cost.

INSTALLATION:

1. If installation services are available from the bidder, the bidder shall list installation costs as a separate line item on their bid, including all labor and materials necessary to complete the installation.
2. The supplier shall be responsible for any damage to the facility incurred during installation. Building repairs will be done by University personnel and/or University approved personnel. Supplier will be billed on a time and material basis to fix any damage resulting from the installation of the equipment.
3. The University reserves the right to select or not select supplier installation at the time of bid award.

INSURANCE:

Bidders must include certificate of insurance with Bid Response. The Curators of the University of Missouri must be named as the additionally insured, as described below in the required insurance coverage levels.

If the bidder has provided a bid including installation, and installation is determined to be necessary by the University, the following insurance requirements must be met BEFORE the Contractor will be allowed on University premises to install the equipment.

Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- XI:

Coverage	Minimum Limits
Workers Compensation	Statutory
Employers Liability	\$500,000
Auto Liability (To include Owned, Hired, and Non-owned)	\$1,000,000 Combined Single Limit, Per Occurrence and \$3,000,000 Aggregate
Commercial General Liability (Commercial Form MUST include: Premises & Operations, Contractual, and Products/completed Operations Exposure) Occurrence coverage is required.	\$1,000,000 Combined Single Limit, Per Occurrence and \$3,000,000 Aggregate

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. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to the policy.

The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for bids for such contract.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

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.

PREVAILING WAGE:

Bidders must comply with the State of Missouri and University of Missouri Prevailing Wage Law Rules, complete listing of guidelines, policies and wage rates by counties can be found at the following web sites.

https://www.umsystem.edu/ums/fa/facilities/prevailing_wage_labor_compliance

<https://www.umsystem.edu/ums/fa/facilities/wagerates>

<https://www.umsystem.edu/media/fa/management/facilities/Guide-for-Contractors-and-Employees.pdf>

University of Missouri Health Care

Detailed Specifications for Mobile Simulation Vehicle

The following is a bid package for the purchase and delivery of a Mobile Simulation Vehicle. It is the goal of the University to have the Mobile Simulation Vehicle delivered by May 31, 2021.

The University reserves the right to reject any product or provider for any reason the University deems not fulfilling the requirements. The University also reserves the right to select any part or all parts of a bid.

The fact that we may specify a manufacturer and model number is not meant to limit acceptable products; rather it is a means to establish a minimum level of acceptable quality. You may bid any manufacturer and model as long as the Mobile Simulation Vehicle that you bid is equal or exceed the required specifications and certifications. The University of Missouri is the sole judge of equivalency.

The fact that all standard equipment may not be mentioned in the minimum specification listing does not permit a bidder to leave out any item or part shown as standard in the manufacturer's detailed cuts and specifications.

This following are the desired minimum specifications.

- 1) Price quote must include cost for item(s) identified below and include cost for installation of technology.
 - a. Three (3) monitors; two (2) internal at approximately 32 inches and one (1) external at approximately 48 inches.
 - b. Vehicle specifications as follows;
 - i. Exterior painted white.
 - ii. A truck chassis and box style instead of an RV or coach chassis.
 - iii. Longest truck box possible (thirty-five to forty feet) that will still allow for non-Commercial Driver's License. Vehicle should not require a Commercial Driver's License in order to operate.
 - iv. Automatic.
 - v. Power steering.
 - vi. Heating and AC within the cab and truck box in patient rooms and control rooms.
 - vii. Automatic stabilizers and levelers located underneath the vehicle.
 - viii. Cab over design to allow for storage.
 1. Provide price for both top hinged door and sliding door options.
 - ix. One (1) or Two (2) slide outs in patient room locations.
 1. Provide price for both one slide out and two slide out options.
 - a. The patient rooms are 10-10.5' long by the width of the vehicle (approximately 8').
 - x. Loading door on side near back corner
 1. Provide price for both handicap accessibility and without.
 - xi. Six (6) to ten (10) base cabinets, Eight (8) to ten (10) overhead cabinets and two (2) L-shaped desk workspaces.
 - c. Small refrigerator built into cabinetry. Refrigerator specifications as follows;
 - i. 20" wide, 20" deep.
 - ii. 34" tall approximately.
 - iii. Separate freezer door apart from refrigerator section.
 - d. Generator able to support power requirements, heating, venting and air conditioning. Generator specifications as follows;
 - i. 7000 with gas generator.
 - ii. Remote start from inside vehicle.
 - iii. 50 AMP landline plug from vehicle.
 - e. One-way windows in control rooms. Window specifications as follows;
 - i. Mirrored on the patient room side.
 - ii. One (1) in each room dividing the room and control room.
 - f. Dimmable lighting in control rooms.
 - g. Automatic side awning.
 - h. Non-slip durable flooring.
 - i. Do not include bathroom or sinks.
- 2) Installation of technology includes three (3) monitors; two (2) internal at approximately 32 inches depending on wall size and one (1) external at approximately 48 inches depending on best fit. Installation of four (4) cameras, and two (2) microphones provided by the SIM Center and installed according to floorplans towards completion of project.
- 3) Vendor must be able to be able to expend grant funds by end of fiscal year (June 30, 2021).
- 4) A rough sketch for design is attached for reference.

PRICING:

Vendor must list pricing for individual items above and total cost of Mobile Simulation Vehicle

\$ _____

Vendor must provide warranty details and pricing for additional warranty. \$ _____

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-----

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: _____

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 \$2,000,000 Each Occurrence, \$5,000,000 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.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 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 & NonOwned 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 \$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.

