

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BIO MASS FUEL SUPPLIER
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI - COLUMBIA
RFP #21046
DUE DATE: March 2, 2021
TIME: 1:00 PM CT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Teresa L. Vest
Associate Director, UM Procurement
2910 LeMone Boulevard
Columbia, MO 65201

Date Issued: January 19, 2021

RFP # 21046

BIOMASS FUEL SUPPLIER

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for establishing a BioMass Fuel Supplier Contract, **RFP #21046** which will be received by the undersigned at University of Missouri Procurement, until **March 2, 2021 at 1:00 p.m. CT. The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

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:

Teresa L. Vest
Associate Director, UM Procurement
2910 LeMone Boulevard
Columbia, MO 65201
vestt@umsystem.edu

All questions regarding the RFP must be received no later than February 16, 2021 at 1:00 PM, Central Time.

A Pre-Proposal Meeting and Site Tour will be held on February 11, 2021, at the University of Missouri, Power Plant Offices, 401 East Stewart Road, Columbia, Missouri at 2:00 p.m. Central Time. Registration is required in advance to attend. See section 4, page 12 for registration information.

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:
Teresa L. Vest
Associate Director, UM Procurement
2910 LeMone Boulevard
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 supplier 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 supplier 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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. 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 States 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 (including Pacific Asian and Subcontinent Asian)
 - 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 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. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

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 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 may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier 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 Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier 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 suppliers. The Respondent 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. Respondent 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. Compliance with CDC Guidelines: (If Applicable)

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

- 14. 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.

- 15. Contractor 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

- 1. Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

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

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: **Request for Proposal #21046 for BioMass Fuel Supplier, mailed and/or delivered to University of Missouri Procurement, 2910 LeMone Boulevard, Columbia, MO 65201. Attn: Teresa Vest**

To receive consideration, Request for Proposals must be received, 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

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 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 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 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.

Weekly payments by wire transfer shall be considered by the University if payment discount warrants this payment arrangement. All respondents shall clearly state in the Proposal Form their proposed alternate payment schedule. A payment schedule may be negotiated with the successful respondent.

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 enter into a multi-year contract on behalf of University of Missouri-Columbia (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to supply Wood Biomass Fuel for its on-campus combined heat and power energy facility (CHP facility) in Columbia, Missouri.

2. BACKGROUND UNIVERSITY INFORMATION

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 24,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

3. OVERVIEW

- A. The University of Missouri (MU) owns and operates a 66 MW combined heat and power (CHP) plant to provide the campus' energy needs. The multi-fueled plant utilizes boilers, steam turbine generators, and gas-fired combustion turbine generators with steam heat recovery to produce electrical and thermal energy for MU.
- B. The plant currently uses up to 120,000 tons of wood mill residue biomass annually in its CHP plant with the majority burned in a bubbling fluidized bed boiler.
- C. The wood biomass is mostly sourced from various wood product industries.

4. PRE-PROPOSAL MEETING/SITE TOUR

Bidders are invited to attend a Pre-Proposal meeting and Site Tour on February 11 at 2:00 p.m. at the Power Plant Offices located at 401 East Stewart Road, Columbia, MO 65201. Attendees MUST pre-register to attend in person. To register notify Teresa Vest at vestt@umsystem.edu, of your desire no later than **February 9, 2021**. You may choose to join the Pre-Proposal meeting and site tour in person, or join only the Pre-Proposal meeting virtually. All in-person attendees will be required to wear a mask and follow University guidelines related to Covid 19.

The purpose of the pre-proposal conference is to answer questions from vendors. The purpose of the tour is to allow potential bidders the opportunity to inspect the area. Each bidder is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities, and/or any other existing condition, factor or item that may affect or impact performance. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the bidder's failure to observe existing conditions, etc.

5. QUANTITY OF BIOMASS FUEL REQUIRED

MU expects to use up to 120,000 tons of wood biomass annually, depending on the average moisture content of the fuel, price of the fuel compared to other options, the performance of the boiler, and other plant operational factors. The University reserves the right to make multiple awards under this Request for Proposal. The awards can be for the full or partial quantity required.

A. Monthly and Daily Requirements

1. Due to seasonal variation in energy demand, there will be corresponding variation in fuel requirements. In addition, there will be four to six weeks scheduled outages per year, for planned boiler and biomass handling system maintenance. Biomass deliveries will not be accepted during outages. The University's biomass unloading, storage and boiler are mechanical systems, and equipment failures occasionally do occur. The University will not be held responsible for any losses the supplier may experience during unplanned mechanical breakdown or forced outages.
2. Monthly fuel requirements typically range from 8,000 to 14,000 tons depending on the average moisture content of the fuel, the performance of the boilers, and other factors. Daily fuel requirements are up to 450 tons per day.
3. Typical delivery schedules are Monday through Saturday, excluding holidays. Typical delivery hours to be from 6am through 4pm, or mutually agreed hours. Sunday deliveries may be requested, at no additional expense, to coordinate quantity needs around holidays, and/or for unexpected operational needs of the plant.

6. QUALITY OF BIOMASS FUEL REQUIRED

A. Acceptable Wood Fuel Types and Sources

MU will accept the following processed wood biomass fuel types, subject to the biomass fuel specifications set forth in this RFP.

1. **Non-Forest Derived Residues (non-FDR), including:**

- a) Primary forest products industry: Lumber mill residues or lumber processing residues consisting of the slabs, edgings, end pieces of wood, and log cores that result from various processing operations;
- b) Secondary forest products industry: Residues produced by the secondary forest products industry including but not limited to woodworking shops, barrel factories, and truss and pallet manufacturing;
- c) Wood residue: Non-treated, clean sawn lumber; pallets; pruned branches and whole trees from public or private roads, highways, utility lines, right of ways, park maintenance; and trees in urban areas damaged due to pests, disease, fire, or weather-related events.

2. **Forest Derived Residues (FDR), including:**

- a) Harvest residues consisting of tops, branches, crooks, and other portions of trees resulting from commercial timber harvesting which are traditionally left in the forest;
- b) Unacceptable growing stock defined as trees in a forest that are considered structurally weak or having low vigor and lacking the potential to eventually yield a 12-foot saw log or survive for at least the next 10 years;
- c) Trees removed from a forest during thinning operations, the purpose of which is a reduction in stand density that enhances growth and/or health of the residual stand;

- d) Other competing woody vegetation found in a forest that would otherwise interfere with regeneration goals, including, but not limited to, invasive species;
- e) Forest-grown trees described above that are damaged due to pests, disease, fire, and weather-related events;
- f) Forest derived residues processed offsite and not meeting the above criteria for non-forest derived residues are still considered forest derived residues;
- g) MU will not accept any wood material that was cut or produced in the process of converting forest land to agricultural row crops or pasture;
- h) MU will not accept any wood material that was cut or produced in the process of converting forest land to commercial development unless the contractor can document, through a zoning or building permit, such land use conversion was going to happen anyway.

B. Fuel Characteristics and Required Specifications for Wood Biomass Fuel

1. The wood biomass fuel is expected be derived from mixed species, i.e., MU does not have a preference or limitation regarding species mix. Respondents are requested to provide details regarding the anticipated species mix of fuel to be provided (e.g., 95% of the non-FDR and FDR fuel is anticipated to be from mixed native hardwoods, with the balance from softwoods such as cedars/pines).
2. The fuel must have an average as-received moisture content per day ranging from 20% to 43% wet basis. MU anticipates an overall average moisture content of wood residuals from forest products manufacturing facilities of approximately 35%. Respondents must supply fuel with daily as-received average moisture content within this 20% to 43% moisture content range, and must provide, as part of the response to this RFP, the estimated overall average moisture content of wood biomass fuels to be supplied.
3. MU anticipates that the fuel will have a bulk density ranging from 15 to 25 pounds per cubic foot. Respondents are requested to provide estimates of the average bulk density of wood biomass fuels to be supplied (including for both wood residuals and forest biomass).
4. All fuel must be sized and/or screened as required to meet the following size requirements on a daily average as-received basis: 100% of all material shall pass through a 4-inch (100 mm) screen and a maximum of 15% of all material shall pass through a 0.25-inch (3 mm) screen.
5. The predominant size class shall be created by passing solid wood through a knife-type size reduction machine; stringy material produced by grinding equipment will not be accepted unless said material meets the above particle size requirements and is sufficiently blended with other materials so as to not constitute a significant risk of bridging or arching in the materials handling and storage equipment.
6. All biomass fuel must be free of debris, foreign material, and contaminants. Examples of contaminants and/or unacceptable biomass fuels include but are not limited to: metals (e.g., nails, screws, or chains); rocks or large soil particles; peat; waste oil; farm chemicals; pesticide containers; contaminated soil; demolition waste, except for untreated/unstained/unpainted clean wood; treated wood [chromated copper arsenate (CCA), pentachlorophenol (PCP), painted and stained]; contaminated feedstock or agricultural grains [contaminated means it is no longer fit for its intended use due to contact with some chemical]; waste from farms from an open dump; tires or tire-derived fuel; non-agricultural industrial process wastes; and paints, solvents, creosote, or other wood treatment or preservative chemicals.

7. All biomass fuel received will be passed through a disc screen (owned and operated by MU) to remove any over-sized material that may be delivered by supplier. Any such “overs” removed by MU will, at MU’s convenience, be returned to supplier (i.e., MU will subsequently load the material into one of supplier’s delivery trailers) for transport away from the CHP facility, and becomes the property and responsibility of the supplier. The weight of any “overs” material will be determined when the outbound trailer is weighed on MU’s scales and the weight will be deducted from payments for delivered fuel owed to supplier at the average price per ton for the most recent week.

7. BIOMASS FUEL SUPPLY CHAIN REQUIREMENTS

A. Requirements to ensure reliability of supply

1. A reliable fuel supply and associated delivery is of critical importance to MU. Because space at the CHP facility is limited, only up to two days of biomass fuel can be stored on site. Thus, the biomass fuel supply chain must include the necessary provisions to ensure a reliable delivery of fuel to the CHP facility, this may include the use of a nearby storage facility at which some of the biomass fuel would be aggregated and stored to be made available for delivery to the CHP facility when ordinary and direct deliveries cannot be made due to inclement weather or other reasons.
2. The minimum quantity of delivery-ready biomass fuel to be maintained in supplier’s inventory shall be equal to at least four weeks of fuel used by the CHP facility. Delivery-ready shall mean material that has been pre-processed and is ready to transport to the CHP facility.
3. The respondent must describe which activities and techniques will be employed to ensure an uninterrupted supply of biomass fuel to the CHP facility. The respondent must also describe, in detail, the type, scope (i.e., quantity of material to be inventoried and pre-processing steps included, if any), and location of any satellite facility(s) that respondent proposes to establish to help ensure an uninterrupted supply of biomass fuel to the CHP facility.
4. Respondent’s description must include the location, method, and types of equipment that will be used for fuel screening, sizing, and/or other pre-processing steps that will be employed to ensure delivery to MU of fuel that will meet the quantity and quality requirements set forth above. Respondent must also describe what steps will be taken to ensure quality control of direct-shipped material, if any (i.e., material that is transported directly from the sourced location to the CHP facility).
5. Respondent must describe its intended transport system, including the number, type, and size of trucks, tractors, trailers, and operators that will be dedicated to and available for this contract. Respondent’s description must differentiate between company-owned/operated versus subcontracted. For subcontracted transport units, respondent must identify the specific contractor(s) that respondent intends to engage.

B. Delivery and Unloading

1. All biomass fuel must be delivered in self-unloading (walking floor) trailers over a receiving pit, with an anticipated average payload of 20~27 tons-biomass per load. All deliveries will be weighed in and out on MU’s electronic certified scale located at the CHP facility. MU’s unloading system will handle two to three deliveries per hour; deliveries will need to be staged accordingly so as to avoid congestion.
2. Deliveries will be scheduled by the CHP plant operations, anticipated to be six or seven days per week from the hours of 6 am to 4 pm central time or by special arrangement with CHP plant operations. The quantities to be delivered per day must be constant, i.e., within 10% of the computed average daily amount based on the total weekly amount divided by the agreed-upon number of delivery days per week. Uniform daily deliveries are extremely important to the CHP facility operations.

C. Quality control of biomass fuel

1. All deliveries will be visually inspected by MU for overall quality at the time of delivery and prior to unloading. Any loads that are deemed unacceptable, based on MU's visual inspection of obviously unacceptable conditions such as contaminants, excessive fines, excessive moisture, or other feedstock quality factors, will not be accepted and must be removed from the CHP facility by the supplier at supplier's cost.
2. Individual samples will be taken from each truck load delivered. If MU's sample testing finds previously unloaded deliveries do not meet specifications, for contaminants, excessive fines, excessive moisture, or other feedstock quality factors, load may not be compensated for. Supplier is responsible for making necessary quality corrections in a timely manner.
3. MU will obtain samples from delivered material for on-site testing by MU to evaluate moisture content, particle size distribution, fines, and other required parameters. At the end of the day the samples will be blended, with a sub-sample of the blend considered representative of the daily fuel deliveries and used as the basis for testing.
4. Biomass fuel supplier is encouraged to employ means to prevent high moisture content of delivered biomass fuel due to rain and snow.
5. MU and the fuel supply contractor will develop a mutually acceptable sampling and analysis protocol to be included in the supply contract, and the on-going results will serve as the basis for fuel pricing adjustments as discussed elsewhere in this RFP.
6. MU will send samples to an independent certified lab weekly for more in-depth analyses of fuel parameters (e.g., moisture, energy content, ash constituents). All sample testing expenses will be borne by MU. Additional testing and analyses may be undertaken independently by the fuel supply contractor, at the contractor's expense
7. The results of all analyses, whether executed by MU or the fuel supplier must be shared with all parties.
8. MU reserves the right to inspect any stored biomass fuel and component of the contractor's fuel supply chain to help ascertain compliance with contract provisions, including fuel quality parameters.

D. Sustainability standards for forest-derived residues

The following minimum standards must be followed by the biomass fuel supplier(s) for all forest-derived residues (FDR):

1. All land from which FDR is sourced, public or private, will be managed according to a written forest management plan prepared by a professional forester as recognized by the Society of American Foresters.
2. All FDR will be harvested in accordance with the Missouri Woody Biomass Harvesting Best Management Practices Manual, published by the Missouri Department of Conservation, as may be amended during the contract period.
3. Each FDR harvesting team shall include at least one logger that, as a minimum, has completed the Missouri Forest Products Association's Professional Timber Harvester Program or its equivalent from a neighboring state; Master Loggers, as certified by the Missouri Master Logger Certification Program, are preferred.
4. No FDR will be obtained from any clearing operations unless either so prescribed in the written forest management plan for acceptable silvicultural reasons or deemed prudent as a result of a pest outbreak or natural disaster, and approved by a professional forester as accredited by the Society of American Foresters.
5. Each source of FDR will be documented by the supply contractor(s) and provided to MU, and must include the following minimum information:

- a) Description of the harvest site; i.e., section, range, and township or latitude and longitude coordinates;
 - b) Ownership name and contact information;
 - c) Date(s) of harvest;
 - d) Estimated amount of forest biomass removed.
 - e) Signed statement by an SAF-certified forester stipulating that all sustainability standards specified in this section were met
6. MU will work with the supply contractor(s) to develop a form for capturing, reporting, and certifying the above information.
- a) MU reserves the right to engage an independent Certified Forester as designated by the Society of American Foresters to conduct periodic audits of compliance with these minimum standards for FDR. The results of any such audits shall be provided in writing to both MU and the biomass fuel supply contractor(s). The contractor(s) shall facilitate any such inspections.
 - b) The fuel supply contractor(s) must agree to comply with the minimum standards set forth above. Failure to comply may serve as grounds for contract termination.

8. OPPORTUNITY FUELS

MU anticipates that from time to time there will be a short-term abundance of “opportunity” clean wood biomass, e.g., damaged timber from ice storms or other natural disasters. In many such instances, such material can be obtained at little or no cost delivered to the fuel supply contractor’s facility. Respondent shall state within the Proposal Form respondent’s price to MU for said opportunity fuel, reflecting respondents’ costs for receiving, processing, blending (as may be required to achieve fuel specifications requirements), storage, and delivery of this material to the CHP facility.

9. RESEARCH SUPPORT

As major research university with a forest department and MU’s focus on sustainable energy there may be opportunities to work with the biomass fuel supply contractor(s) to develop or research new biomass harvesting or processing methods. MU requests that respondent state his/her willingness to assist MU with such research or development activities.

10. PRICING FORMAT

A. Overview

1. MU will purchase all biomass fuel on an energy basis, which essentially means that the delivered price per ton of fuel will be adjusted to reflect the fuel’s delivered moisture content and that payments will be made on a \$/ton dry matter basis (dmb), reflecting an assumption that the energy content of biomass fuel—averaging at least 8,300 Btu per pound (dmb)—does not vary significantly, and that fuel prices will not be adjusted for energy content, provided the average energy content does not drop below 8,000 Btu/pound (dmb).
2. Respondent must provide a base price (\$/ton as delivered basis) with prices effective September 1, 2021, and further recognizing that future delivered fuel prices will be adjusted based on the formulas set forth herein or otherwise agreed to between MU and the fuel supply contractor(s).
3. Respondent must indicate acceptance of MU’s proposed pricing adjustment methodologies as discussed herein or respondent must propose a realistic and comprehensive alternate set of pricing adjustment methodologies.

B. Respondent’s proposed base pricing

MU requests that each respondent use the format below to establish the base price and conditions for respondent’s biomass fuels. Note that this form is included as part of the Proposal Form, on page 25.

	Biomass fuels
Base price	\$ _____ per ton as delivered
Average fuel moisture content	_____ % wet basis, +/- 5%
Minimum average fuel energy content	8,000 Btu/pound (dmb)
Average fuel energy content	At least 8,300 Btu /pound (dmb)

C. Proposed pricing adjustments

1. MU’s proposed adjustments for moisture content

- a) The price per ton as delivered will be adjusted to reflect the average moisture content of material delivered on a monthly basis, based on the sampling and testing protocols established and implemented by MU and the supply contractor and set forth in the supply contract. Pricing changes will be made so as to achieve a constant price for the energy value of the fuel (i.e., per MMBtu) across the acceptable moisture content spectrum, with pricing adjustments for the fuel applied in five percent (5%) increments of moisture content, as measured on a wet basis. Note if the contractor’s average moisture content on a monthly basis is less than 20% or greater than 50%, then the supply contractor(s) will be required to take all necessary steps to adjust its supply chain to ensure that the average moisture content of the fuel delivered to the CHP facility is within the required range.
- b) The following table and graph illustrate the adjusted prices for fuel as delivered, based on an illustrative assumption of a base price of \$35/ton as delivered, with an average fuel moisture content of 35% and an average fuel energy content of 8,300 Btu/pound (dmb). Note that the figures shown in the table are illustrative, and will be adjusted as necessary to reflect the actual base pricing conditions set forth in the fuel supply contract. Also note that the table below reflects moisture content ranges of 5%;

average moisture content			price / ton as delivered	equivalent price / ton @ 0% m.c.	equivalent price / MMBtu	adjusted price / ton as delivered
low	average	high				
20.1%	22.6%	25.0%		\$51.89	\$3.13	\$40.19
25.1%	27.6%	30.0%		\$51.89	\$3.13	\$37.59
30.1%	32.6%	35.0%	\$35.00	\$51.89	\$3.13	\$35.00
35.1%	37.6%	40.0%		\$51.89	\$3.13	\$32.41
40.1%	42.6%	45.0%		\$51.89	\$3.13	\$29.81
45.1%	47.6%	50.0%		\$51.89	\$3.13	\$27.22

**Based on an average energy content of 8,300 Btu/pound (dmb).*

- c) Respondent must agree to this pricing adjustment methodology for moisture content, or propose an alternate method that is realistic and comprehensive.
2. Adjustments for energy content
- a) The energy content of woody biomass typically ranges from about 8,000 Btu per pound (dmb) to about 8,600 Btu/pound (dmb), depending on species, bark content, contamination levels (e.g., from soil particles), and other factors. For the various clean woody biomass fuels to be provided to MU under this supply contract, MU anticipates that the average energy content of said biomass fuel will be at least 8,300 Btu per pound (dmb) and will not vary significantly.
 - b) Accordingly, MU does not intend to adjust the prices paid based on the fuel's energy content, provided that the energy content of the delivered material averages at least 8,000 Btu per pound (dmb). The average energy content will be determined from the results of on-going energy content tests by a third-party certified laboratory using samples taken by MU. Testing costs shall be borne by MU. If the fuel's energy content drops below the minimum level of 8,000 Btu/pound (dmb), then the supply contractor(s) will be required to take all necessary steps to adjust its supply chain to increase the energy content of the fuel delivered to the CHP facility to meet or exceed this required minimum level.
3. Non-diesel annual inflationary adjustments to base price
- a) Respondent may propose a periodic adjustment to his initial base price using a commonly accepted basis or index. For example, respondent may propose an adjustment to capture general inflation using the Department of Commerce's Consumer Price Index (CPI). MU suggests an annual price adjustment reflecting the CPI sub-index "All items less food and energy – Commodities less food and energy commodities".¹
 - b) The above referenced CPI sub-index is published on a monthly basis. The monthly report lags the actual time period by approximately six (6) weeks. MU proposes to average the previous three (3) month's CPI sub-index and apply this price adjustment to all Respondent non-diesel costs on a quarterly basis.
 - c) Since this price adjustment will apply only to non-diesel costs, Respondent is requested to provide a cost breakout of the Base Price to reflect non-diesel and diesel costs. This pricing shall be shown in the Proposal Form on Page 25.
 - d) The starting point for this adjustment will be June 2, 2021 for deliveries commencing September 1, 2021.
4. Inflationary adjustments to base price for diesel fuel price changes
- a) Respondent may propose a special adjustment(s) to his initial base price to reflect changes in diesel fuel costs using a commonly accepted basis or index.
 - b) MU suggests use of the "Weekly Retail On-Highway Diesel Prices" maintained by the U. S. Energy Information Agency (EIA)² for the Midwest region³ for diesel related price adjustments. Diesel price changes reflected by this index will be applied on a quarterly basis for diesel related Respondent costs.
 - c) The quarterly adjustment will be calculated based upon an average of the thirteen (13) weekly prices for the preceding quarter. All adjustments shall be calculated to three (3) decimal points and rounded to two (2) decimal points. If the third decimal place is "5", the preceding decimal place will be rounded up.

¹ <https://www.bls.gov/cpi>

² www.eia.gov/petroleum/gasdiesel/

³ DOE's Midwest region for this price index includes Missouri.

- d) The diesel fuel adjustment calculated for a given quarter will be used to adjust the Base Price for the diesel cost component for the following quarter.
- e) Since this price adjustment will apply only to diesel cost, Respondent is requested to provide a cost breakout of the Base Price to reflect non-diesel and diesel costs. This pricing shall be shown in the Proposal Form on Page 25.
- f) The starting point for this adjustment will be June 2, 2021 for deliveries commencing September 1, 2021.

11. TIMELINE

The following schedule represents the anticipated timeline for the evaluation, selection and contract award for the RFP.

Date	Activity
January 19, 2021	Proposal Date
February 11, 2021	Pre-Proposal Meeting/Site Tour
March 2, 2021	RFP response submission date
May 1, 2021	Evaluation, clarifications and initial selection process completed
June 1, 2021	Interviews, negotiations and award complete
September 1, 2021	Biomass fuel deliveries to begin

11. CONTRACT TERM AND RENEWAL.

The contract term shall be for a five (5) year period of September 1, 2021 through August 31, 2026. The contract term may be extended for two (2) additional three (3) year periods based upon the performance of the fuel supplier and mutually agreeable price terms.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

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.

A performance "evaluation" system shall be jointly established by the University and the supplier during the contract negotiations. This grading system shall provide MU with an on-going performance evaluation and also shall be used by MU to determine if the supplier performance falls below the terms of the contract. The evaluation criteria shall include items such as delivery performance, adherence to the specified moisture content, fuel quality, invoice procedures, etc. Periodic meetings with the supplier will be held to review the supplier performance.

12. INSTRUCTIONS FOR PROPOSAL RESPONSE

Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within. 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 and how to meet 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 both Mandatory and Desirable specifications are met. If “no response” or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier’s proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. 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 in a sealed envelope with one (1) paper copy and one (1) electronic copy via a non-password protected flash drive in PDF format and must contain **in this order**:

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

Volume II – Financial Section **MUST** be submitted in a separately sealed envelope with one (1) paper copy and one (1) electronic copy via a non-password protected flash drive in PDF format and contain **in this order**:

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- 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. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response. **All proposals must be plainly marked: Request for Proposal #21046 for BioMass Fuel Supplier, mailed and/or hand delivered to University of Missouri Procurement, 2910 Lemone Boulevard, Columbia, MO 65201, Attn: Teresa Vest. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

Any proposed exception or clarification by the Respondent to any language provided herein must be clearly shown in the Proposal Form. Respondent must provide proposed substitute language and a statement as to why the Respondent is requesting the modification. All modifications must be accepted, in writing, by UM Procurement. For those proposed modifications which are not accepted, the original wording of the RFP shall prevail.

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 Statutes 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."

13. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria identified in Section 15 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, identified in Section 16, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers' 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 suppliers 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 suppliers selected as finalists to come onsite to the University, at the supplier's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

14. 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.

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 \$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.

15. 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 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.**

- A. Respondents must be established in the business of sourcing, processing, and transporting wood residues for a minimum of five years.
- B. Respondents must be in stable financial position and licensed business in Missouri to provide and sell wood residue biomass to the University of Missouri.

16. 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. **Respondents must provide the following detailed information with their proposal.**

- A. Proposers Company Information:
 - 1. Provide information about proposing company, its history and organization
 - 2. Provide information about co-respondents and or any subcontractors, suppliers or transporters
 - 3. Provide a description and supporting financial documents to demonstrate your company's financial stability, including co-respondents and subcontractors.
- B. Wood Supply History:
 - 1. Provide previous biomass fuel, pulp chips, and or wood residue supply history.
 - 2. Provide information on supply agreements, including the entity name, term of contract, and contact details and related information, etc.
 - 3. Describe your experience in sourcing, processing, and transportation of biomass fuel, pulp chips, wood residue, or similar processed wood biomass.
- C. Sources of Wood:
 - 1. Provide a detailed listing of your sources of wood supply, including the quantity availability and the reliability of each source.
 - 2. Describe the type and characteristics of the wood residue biomass to be supplied.
 - 3. Describe the processing required from each supplier, to meet the material specification
 - 4. Provide typical moisture, bulk density, and particle sizing the biomass fuel.
- D. Processing, Storage and Logistics:
 - 1. Describe your plans to provide consistent delivery of biomass fuel for this supply agreement to ensure reliable delivery to MU's plant.
 - 2. Include information on any subcontracted satellite processing or storage facilities, including location, site size, available storage capacity, process and handling equipment, etc.
 - 3. Provide a description of all owned and operated wood residue process and storage facilities, including location, site size, available storage capacity, processing and handling equipment, etc.
 - 4. Describe your transportation logistics and whether the respondent intends to subcontract transportation or self-perform. Include available quantity or haul trucks and trailers, drivers, etc.
 - 5. Share your anticipated ramp up schedule necessary to service this supply agreement.
- E. Missouri and Forestry Products Related Work:
 - 1. Describe your current and past work history with the Missouri forest products industry.
 - 2. If planning to supply forest derived biomass, please share your sustainable harvesting guidelines, harvester certification programs, and other sustainability practices for this biomass fuel.
 - 3. Describe your previous work experience with agreements with state, public entities, colleges, universities

17. REFERENCES

- A. Provide at least 3 references to support the respondent's experience and responses to this RFP.
- B. Provide complete information for the respondent's point person, including current email address.
- C. The response will be evaluated based on the number and strength of the references provided, and any responses or additional information that may be obtained by MU from some/all of the references.

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
BIOMASS FUEL SUPPLIER
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI - COLUMBIA
RFP #21046
DUE DATE: MARCH 2, 2021
TIME: 1:00 PM, CT**

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

	BFB fuels	SB fuels
Base price	\$_____ per ton as delivered	\$_____ per ton as delivered
Average fuel moisture content	_____ % wet basis, +/- 5%	_____ % wet basis, +/- 5%
Minimum average fuel energy content	8,000 Btu/pound (dmb)	8,000 Btu/pound (dmb)
Average fuel energy content	At least 8,300 Btu /pound(dmb)	At least 8,300 Btu /pound (dmb)

Using the Base Price as established in Section B, Page 17, provide a breakout of your pricing for the following items. This pricing will be used for applying the adjustments described in Section C. on page 17.

Non-Diesel Cost:	_____ % of base price
Diesel Cost:	_____ % of base price

State maximum percent increase for the successive annual renewal periods. _____%

AUTHORIZED RESPONDENT REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

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.

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 (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.

- 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. If you are a non-diverse owned company, 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. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder.

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 RETURNED WITH YOUR RESPONSE -----

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

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)

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

VETERAN BUSINESS ENTERPRISE Yes No

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.

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.

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: _____