

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
NATURAL GAS  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
COLUMBIA CAMPUS  
RFP # 21121  
DUE DATE: MAY 24, 2021  
TIME: 2:00 P.M. CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:  
Wade A. Jadwin  
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University of Missouri Procurement  
1201 North State Street – Suite G5C  
Rolla, MO 65409

Date Issued: April 20, 2021

**RFP # 21121**

**NATURAL GAS – COLUMBIA CAMPUS**

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## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of NATURAL GAS, **RFP #21121** which will be received by the undersigned at University of Missouri Procurement, until **MAY 24, 2021 at 2:00 p.m. CDT** **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:

*Wade A. Jadwin  
University of Missouri Procurement  
1201 North State – Suite G5C  
Rolla, Missouri 65409  
jadwinw@mst.edu*

**All questions regarding the RFP must be received no later than 2:00 P.M. CDT on APRIL 30, 2021.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

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**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 #21121 for NATURAL GAS, email to [jadwinw@mst.edu](mailto:jadwinw@mst.edu).**

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.

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

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
  
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri Columbia Campus (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **NATURAL GAS** as described herein.

**2. SCOPE**

University of Missouri Columbia Campus is seeking proposals from qualified professional firms interested in providing the following: **NATURAL GAS**.

The University intends to procure natural gas supply for its existing on-campus combined heat and power energy facility (CHP Facility) in Columbia, Missouri as well as 27 campus buildings using transport gas. Natural gas supply will begin November 1, 2024 for the 27 campus locations and the CHP plant. Natural gas supply under this RFP may continue through October 31, 2026. Bids will be solicited for the 27 campus locations and CHP plant individually.

**3. BACKGROUND UNIVERSITY INFORMATION**

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 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.

**Overview**

The University owns and operates a 66 MW combined heat and power (CHP facility) plant to provide the campus' energy needs. Currently, the plant utilizes natural gas as an input fuel for two gas-fired combustion turbine generators with steam heat recovery, a gas fired boiler, and start up fuel for a biomass fired boiler.

**Annual Volumes**

**27 Campus Meters:**

Month	Dth/Month
November	200,000
December	215,500
January	215,500
February	189,000
March	170,500
April	200,000
May	180,000
June	156,000
July	176,700
August	176,700
September	176,700
October	201,700
Total	2,258,300

**CHP Plant:**

Month	Dth/Month
November	11,162
December	13,097
January	15,925
February	14,794
March	12,591
April	9,385
May	7,242
June	6,430
July	5,682
August	6,116
September	6,758
October	8,842
Total	118,026

**Bid Pricing**

Overall Price will be evaluated by using the NYMEX futures price plus or minus the bidder’s basis. Bidder’s basis must include all costs associated with delivery of gas to the City Gate – Columbia, MO.

The pricing supplied to the University must be firm for 72 hours.

**Term**

The University requests that pricing for the two separate scenarios be returned with varying term lengths to end October 31<sup>st</sup> of each year. There needs to be an ability to commit to NYMEX forward pricing through October 31, 2026.

The University desires to keep the gas procurement schedules for the CHP plant and 27 campus transport meters aligned. The 27 campus meters will need term lengths of 12 and 24 months; while the CHP plant will require bids for 12 and 24 months separately.

If mutually agreed by both contracting parties, the term of the agreement may be extended for an additional 3 years. All preceding specifications would continue to be applied.

## Contracts

Terms and conditions per the current North American Energy Standards Board (NAESB) natural gas sales contract with the supplier and the Curators of the University of Missouri will prevail. Bidders should have an executed NAESB contract in place with Curators of the University of Missouri prior to responding to this RFB. If one does not exist, the University will work with bidders to execute a NAESB contract during the request for bid period. At a minimum, a draft NAESB with all pertinent supplier information completed must be submitted with the bids. Additionally, if there is no NAESB in place, bidder must provide a template of the Exhibit/Confirmation/Attachment that would be used for contracting this specific deal in this specific market. If private entity, bidder must be willing to provide financials upon request within 5 business days.

## Level of Service

Natural gas is sourced through the Panhandle Eastern Pipeline Company and delivered under a transportation agreement from the pipeline to the University CHP plant through Ameren UE's local distribution network.

The natural gas supply for the CHP plant shall be firm transportation. The natural gas supply for the campus 27 transport meters shall be firm transportation. Bidders should expect and be able to accommodate additional campus transport meters in the future due to normal University expansion. University will provide as much notification as possible before the new meter goes into service.

Bidders must be able to supply additional spot sales of natural gas as requested by the University for the CHP plant at market prices for volumes up to an additional 3,000 MMBtu per day throughout the term of this agreement. This shall include advance spot quotation, intra-day quotation, and emergency (market closed) quotation.

Bidders shall be able to propose two spot sale methods as follows:

- **Method 1)** Gas Daily Midpoint for PEPL plus proposed fixed basis.
- **Method 2)** Quoted gas at nominated volumes delivered to City Gate with all-in costs included.

## Swing Pricing

In the event that the University of Missouri has fixed 100% of the Contract Quantities for a given month, then price for all volumes, in such given month, greater than 100%, but not greater than 110% of the Contract Quantity will be based upon the weighted average cost of the contract price of all Fixed Volumes for the Facility: University of Missouri CHP Site. The price for all volumes, in such given month, less than 100%, but not less than 90% of the Contract Quantity will be based upon the weighted average cost of the contract price of all Fixed Volumes for the Facility: University of Missouri CHP Site.



### **Sell Back**

The successful Bidder must sell back unwanted gas for the University into market if the University chooses not to use all or a portion of the committed gas. The successful Bidder will credit or invoice the University for appropriate gas based on the market sale less their fees stated in this bid for resale.

### **Balancing**

The gas Bidder will be responsible for the daily and monthly balancing of the Buyer's gas volumes.

The Contractor shall provide daily gas balancing on the pipeline per Panhandle Eastern Pipeline's Tariff and as defined in the NAESB contract. For reference the University CHP plant's meter number is 09506 and is balanced individually.

### **Scheduling and Nominating**

Bidder is responsible for daily and monthly nominations. The Bidder shall make nominations to the applicable pipeline(s) to ensure delivery of scheduled volumes. This will be done as often as necessary to stay in compliance with utility and pipeline operating procedures and tariff requirements.

The ability to nominate daily volumes based on the campus loads and plant operation is very important to the University. Thus, daily nominations during the week may vary due to campus energy requirements. Please provide the following confirmations as to:

- Any constraints regarding delivery volumes for Monday – Friday delivery on non-holiday weeks.
- Any constraints regarding delivery volumes for weekend and/or holiday delivery.
- Ability to handle/nominate emergency gas after normal business hours.
- Willingness to sell additional NYMEX volumes or block purchases by mutual agreement.
- Bidder must state their acceptable use tolerance (+/-) on nominated volumes before alternate pricing is used or penalties applied.

### **Lock in Provisions**

The University will notify the successful bidder of the time(s) to lock in a NYMEX Futures Price for all, or any part of the remaining portion or (volume), of the contract. This notification may occur at any time during the term of the contract. The NYMEX at Henry Hub Futures Price at the time of lock in will be used to determine the final price plus gas basis for the gas delivered. The University may elect to lock partial volumes as a percentage of the volumes under different trigger prices. Any volumes not locked in will be priced using the NYMEX last day settlement for the applicable month.

## Credit

Credit must be available to the University of Missouri for the full length of the term. University of Missouri requires ability to purchase up to 100% of forecasted gas through October 2026.

## **Section 1. Buyer Information**

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Contracting Party	The Curators of the University of Missouri
Invoice Address	<b>Please provide invoices by meter to the following address:</b>  The Curators of the University of Missouri Attn: Energy Management 417 South Fifth Street Columbia, MO 65211 candrlj@missouri.edu jooss@missouri.edu
Service Address	See Attachment A
Utility	See Attachment A
Account No.	See Attachment A
Meter No.	See Attachment A
Delivery Point	Ameren Missouri Citygate

## **Section 2. Term and Pricing**

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Terms	Nov24-Oct25 (12 Months) Nov24-Oct26 (24 Months)
Contract Price	NYMEX Last Day Settle (LDS), provide a citygate basis offer Note 1: Please provide separate offers for the CHP Plant account and the Campus Meter accounts. Note 2: Pricing must be firm for 72 hours upon receipt.
Swing Tolerance	10%
Excess/Shortfall Price	Excess/Shortfall quantities are defined as the difference between actual usage and the monthly Contract Volume. Identify how Excess/Shortfall quantities will be priced. Buyer preference is to tie such pricing to a published daily index instead of at an undefined market price. If pricing will be tied to a published index, please identify which of the following will be used: <ol style="list-style-type: none"><li>1. <b>Gas Daily Average:</b> A flat monthly average of the Gas Daily price for the selected index.</li><li>2. <b>Each Day's Gas Daily:</b> Each day's excess/shortfall quantity will be multiplied by that day's Gas Daily price for the selected index.</li><li>3. <b>Other:</b> Please describe</li></ol>

Hedging	Please address the following questions: <ol style="list-style-type: none"> <li>1. Does the proposal allow the buyer to fix the commodity price during the term of the contract?</li> <li>2. Does the seller charge any fees for hedging?</li> <li>3. Are there any minimum volumes required to hedge?</li> <li>4. Is the buyer limited to a maximum number of hedges per month or contract term?</li> <li>5. What type of premium does seller charge when a Buyer fixes the commodity price (relative to market pricing)?</li> </ol>
Fuel	Pipeline fuel should be <b>included</b> in the pricing Utility fuel should be <b>excluded</b> from the pricing
Service Level Requested	Firm
Tax	Please provide pricing excluding tax

### Section 3. Contract Quantities (in Dth)

Month	CHP Plant	Campus Meters	Total
November	200,000	11,162	211,162
December	215,500	13,097	228,597
January	215,500	15,925	231,425
February	189,000	14,794	203,794
March	170,500	12,591	183,091
April	200,000	9,385	209,385
May	180,000	7,242	187,242
June	156,000	6,430	162,430
July	176,700	5,682	182,382
August	176,700	6,116	182,816
September	176,700	6,758	183,458
October	201,700	8,842	210,542
Total	2,258,300	118,026	2,376,326

## Section 4. Nominations and Balancing

Nomination Expectation	Seller is responsible for daily and monthly nominations. The Seller shall make nominations to the applicable pipeline(s) to ensure delivery of scheduled volumes. This will be done as often as necessary to stay in compliance with utility and pipeline operating procedures and tariff requirements.
Nomination Approach	<p>Please describe how Seller will approach nominating natural gas to the account(s).</p> <p>1. <b>Load-Following Nomination:</b> Seller will set an initially daily nomination based on the monthly Contract Volume divided by the number of days in the month. Periodically through the month, Seller will adjust the nominated quantity so that:</p> <ol style="list-style-type: none"> <li>a. The account stays within daily/monthly balancing tolerances defined by the utility and/or pipeline and;</li> <li>b. The sum of the nominated quantity for the month approximates usage as closely as possible.</li> </ol> <p>Seller will invoice buyer for the Contract Volume at the Contract Price; the difference between the final nominated quantity and the Contract Volume will be invoiced at the Excess/Shortfall Price described above.</p> <p>2. <b>Flat Daily Nomination:</b> Seller will divide the monthly Contract Volume by the number of days in the month and nominate a flat quantity each day.</p> <p>Seller will invoice Buyer for the sum of the flat daily quantity at the defined Contract Price. The difference between usage and the monthly Contract Volume will be invoiced at either:</p> <ol style="list-style-type: none"> <li>a. The Excess/Shortfall Price or;</li> <li>b. Through the utility cashout mechanism.</li> </ol> <p>3. <b>Other:</b> Please describe</p> <p>Buyer preference is for a Load-Following Nomination.</p>
Monthly Contract Quantity Adjustment	<p>Please identify if:</p> <ul style="list-style-type: none"> <li>• The contract provides the Buyer with the ability to adjust monthly contract quantities prior to month start; is this offered on either product structure or only on the monthly index product.</li> <li>• If the Buyer changes the quantity, identify if the adjustment will be priced at the existing Contract Rate defined in Section 2 or at then-current market prices.</li> <li>• Please identify the number of days' notice required to change contract quantities (e.g., 10 days prior to the start of the applicable month). This request excludes contract quantities for fixed price gas.</li> </ul>
Balancing	The gas Seller will be responsible for the daily and monthly balancing of the Buyer's gas volumes.
Telemetry	Buyer will provide access to its metered natural gas usage to the Seller where available.

## Section 5. Special Provisions

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Pooling	Please indicate whether Buyer will be in a pool. If applicable, please identify the approximate load served on the utility system.
Other Charges	Please identify any additional charges (e.g., state and local taxes, Gross Receipts taxes) that are not included in the Contract Price and will be passed through to Buyer as incurred.
Penalties	Identify what, if any penalties may be billed to Company by either the Seller or the utility.

## Section 6. Credit and Contracts (Buyer)

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Credit	The University of Missouri is a publicly traded entity. For more information, visit <a href="https://www.umsystem.edu/ums/fa/treasurer/investor_information">https://www.umsystem.edu/ums/fa/treasurer/investor_information</a>
Tax ID No.	43-6003859
DUNS No.	153890272

## Section 7. Credit and Contracts (Seller)

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Contract	If Seller has a contract in place with Buyer please indicate so in the proposal.  If Seller does not already have a contract in place with Company, please send a NAESB agreement and applicable special provisions to begin the review process.
Sample Contract	Please provide a template of the Exhibit/Confirmation/Attachment that would be used for contracting this specific deal in this specific market.
Website	Please identify if Seller provides a website for Buyer and their agents to obtain bills, commodity locks, etc. Identify the data available at this site and if a demonstration site is available.

## Section 8. Schedule and Contact Information

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Proposal Due Date	Proposals are due by 2:00 pm Central Prevailing Time (CPT) on May 24, 2021. Pricing must be firm for 72 hours upon receipt.
The Curators of the University of Missouri Contact	Wade Jadwin, Strategic Sourcing Specialist The Curators of the University of Missouri F: (763) 543-4603 E: jadwinw@mst.edu

**Attachment A - Facility List**

**CHP PLANT**

	CHP Plant
Site Name	CHP Power Plant
Service Address	417 5th St. Power Plant Columbia, MO 65211
LDC Name	Ameren Missouri
Account No.	9251005915
Meter No.	00002271

**CAMPUS METERS**

	Campus Meter 1	Campus Meter 2	Campus Meter 3	Campus Meter 4	Campus Meter 5
Site Name	Capsule Pipeline/Pulsed Power	Manor House	South Providence Medical Park Building	Restaurants @ SW/Dobbs	Mizzou Arena
Service Address	1300 Carrie Franke Drive Columbia, MO 65211	306 Hitt St, Manor House Columbia, MO 65201	551 E Southhampton Dr. S Providence Medical Park Columbia, MO 65203	502 Kentucky Ave, Dobbs Hall Columbia, MO 65201	1 Champions Dr, Mizzou Arena Columbia, MO 65211
LDC Name	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri
Account No.	15008-12113	15210-06213	16800-66009	20431-71065	20581-51003
Meter No.	20750055	01919457	01329559	01564309	00332871

	Campus Meter 6	Campus Meter 7	Campus Meter 8	Campus Meter 9	Campus Meter 10
Site Name	1110 S College Ae	Plaza 900 Café	MATC	MU Student Center	Missouri Theater
Service Address	1110 S College, Old Conservation Bld Columbia, MO 65201	900 Virginia Ave, Plaza 900 Café Columbia, MO 65203	1101 S Providence, Training Complex Columbia, MO 65201	901 Rollins St, Student Center Columbia, MO 65203	203 S 9th St, Missouri Theater Columbia, MO 65201
LDC Name	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri
Account No.	22438-09123	22680-42010	25008-12112	27931-07019	32097-08134
Meter No.	20940133	20107383	21650160	00827535	00827517

	Campus Meter 11	Campus Meter 12	Campus Meter 13	Campus Meter 14	Campus Meter 15
Site Name	Gr. Indoor Tennis	Hitt St. Parking Garage	Reynolds Alum Ctr	Reg Bio Lab (LIDR)	MATC/Dutton-Brkfld
Service Address	2001 S Providence Rd, Indoor Tennis Columbia, MO 65203	307 Hitt St. Columbia, MO 65201	700 Conley Ave, Alumni Columbia, MO 65201	1817 E Campus Loop, Reg Bio Contain Lab Columbia, MO 65201	1101 S Providence Rd, Athletic Complex 2 Columbia, MO 65203
LDC Name	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri
Account No.	33081-18110	33097-07115	36898-05111	38831-12001	42008-12117
Meter No.	00110643	20750046	06460429	00738602	06821528

	Campus Meter 16	Campus Meter 17	Campus Meter 18	Campus Meter 19	Campus Meter 20
Site Name	New Incin (RRC)	Col. Prof Bldg	Mizzou North	Museum Support	Vet Diag Lab Incin
Service Address	1702 E Campus Loo, New Incinerator Columbia, MO 65201	909 University Ave, Columbia Prof Bldg Columbia, MO 65201	1450 Jewell Ave, Main Boiler Columbia, MO 65203	1411 Rock Quarry, Museum Support Columbia, MO 65211	2800 Maguire Blvd Ste G1, Printing Publication Columbia, MO 65201
LDC Name	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri
Account No.	44410-01010	45097-06110	52010-05022	52438-09111	64410-01116
Meter No.	01564311	00110642	09539110	06451125	00332935

	Campus Meter 21	Campus Meter 22	Campus Meter 23	Campus Meter 24	Campus Meter 25
Site Name	Mizzou North (Allton)	WCH	Mem Stad Press Box	RADIL 4011 Disc	University Hall
Service Address	1530 Jewell Ave, Allton Bldg Columbia, MO 65203	404 Keene St, Women Childrens Hosp Columbia, MO 65201	1100 S Providence Columbia, MO 65201	4011 Discovery Dr, Radil Bldg Columbia, MO 65201	1100 Carrie Francke Dr Columbia, MO 65211
LDC Name	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri	Ameren Missouri
Account No.	72736-03114	85510-05526	05008-12123	05881-59021	17201-53043
Meter No.	01053566	00961243	00117643	00716128	01736712

	Campus Meter 26	Campus Meter 27*
Site Name	Battle Medical Clinic	Middlebush Farm
Service Address	7115 E Saint Charles Rd Columbia, MO 65202	TBD
LDC Name	Ameren Missouri	Ameren Missouri
Account No.	01120-18012	TBD
Meter No.	20756177	TBD

\*The Middlebush Farm meter will be coming online in winter 2021 or spring 2022; expected usage is already factored into the aggregate volume forecast

#### 4. CONTRACT PERIOD

The contract period shall be from the date of award for two (2) years from **November 1, 2024 - October 31, 2026**.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. 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.

#### 5. 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.

Please limit your proposal responses to no more than ten (10) pages in response to the criteria. Proposals must be submitted in the number and manner as specified below:

**Volume I** – Functional Section **MUST** be submitted electronically via email with the subject line labeled and identified as RFP #21121, Volume I. This section must be in PDF format and 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 electronically via a separate email with the subject line labeled and identified as RFP #21121, Volume II. This section must be 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 #21121 for NATURAL GAS email to: jadwinw@mst.edu. Please allow transmittal time to ensure your response is received no later than the time stated on the RFP cover page.**

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."



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

Respondents must meet the mandatory/limiting criteria to be “qualified” for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to 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.

## **7. 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.

## **8. 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.

**REQUEST FOR PROPOSAL FORM**

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
NATURAL GAS  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
COLUMBIA CAMPUS  
RFP # 21121  
DUE DATE: MAY 24, 2021  
TIME: 2:00 P.M., CDT**

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

**AUTHORIZED RESPONDENT REPRESENTATION**

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		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. 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): \_\_\_\_\_

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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?

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

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

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

**ATTACHMENT B  
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN:  Yes  No

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

WOMAN OWNED BUSINESS (WBE):  Yes  No

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

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

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

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

