



# University of Missouri (UM) Procurement

**BID REQUEST NO.: 22026**  
**TITLE: LED Greenhouse Light Fixtures**  
**ISSUE DATE: September 16, 2021**

**SOURCING CONTACT: James E. Shatto**  
**PHONE NO.: 816-235-1397**  
**E-MAIL: [shattoj@umsystem.edu](mailto:shattoj@umsystem.edu)**

**BID DUE DATE: September 28, 2021 AT 2:00 PM CT**

**BID PREPARED BY: University of Missouri Procurement**  
**James E. Shatto – Strategic Sourcing Specialist**  
**615 E. 52<sup>nd</sup> St, School of Education Bldg, Room 024**  
**Kansas City, MO 64110**

**Bids must be submitted in a PDF format electronically via email to [shattoj@umsystem.edu](mailto:shattoj@umsystem.edu) with the subject line labeled and identified as RFB #22026. Please allow transmittal time to ensure your bid is received no later than the time stated above. The University assumes no responsibility for any bidder's on-time receipt of their bid response.**

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

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

If you have any questions regarding the RFB, please send them by email to:  
James E. Shatto – Strategic Sourcing Specialist  
University of Missouri Procurement  
615 E. 52<sup>nd</sup> St, School of Education Bldg, Room 024  
Kansas City, MO 64110  
Email Address: [shattoj@umsystem.edu](mailto:shattoj@umsystem.edu)

**All questions regarding this RFB must be received no later than Tuesday, 09/21/2021 at 2:00 PM CT.**

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

**AUTHORIZED BIDDER 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 bid.**

## **BID REQUEST AND BID CONDITIONS**

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

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

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
21. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
25. Bidder 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).
26. If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid 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 Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
27. If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded 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.
28. Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded 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.
29. 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.

- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, 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.
- 31.** Due to the changing nature of the COVID-19 pandemic, awarded 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.
- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** 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. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract 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 bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder 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 supplier by such entities, nor will the University be responsible for contract administration other institutions.

## UNIVERSITY OF MISSOURI SPECIAL CONDITIONS & DETAILED SPECIFICATIONS

University of Missouri Procurement is requesting bids for the purchase of **LED Greenhouse Light Fixtures** for the University of Missouri – Columbia Campus for UM Campus per the following.

Bids are to be submitted per the same. Labor and Installation are not required.

**No Substitutions will be allowed on this bid. The product specified has been determined to meet the needs of the University of Missouri and must match existing equipment already in UM facilities.**

### **AWARD:**

The award will be based on responsive bidders meeting all specifications.

**Note:** The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

### **CONTRACT TERM:**

The award for this bid will be for a One-Time Purchase.

## **SPECIAL CONDITIONS**

### **1. PAYMENT FOR SERVICES**

The 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 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The successful bidder will make application for payment by furnishing the University with an original invoice setting forth the quantity and total value of each delivery.

Invoices properly prepared and executed by the successful bidder are to be sent to the University of Missouri-Columbia, MO to the address that will be specified on the University Purchase Order. **All invoices must include Purchase Order Number assigned, if applicable.**

### **2. CANCELLATION FOR NONCOMPLIANCE OF CONTRACT AND CONVENIENCE**

- a. 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.
- b. 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.

### **3. FREIGHT**

Freight is FOB Destination – University of Missouri – Columbia, Missouri.

The University wants to ensure it receives the absolute lowest bid on all actual items being purchased. Therefore, effective immediately, without exception all bidders must show the shipping costs (freight) as a separate line item on the bid responses and invoices. If shipping costs are being included in the product unit cost, deduct the amount added for shipping and break it out as a separate line item. Freight terms to be FOB Destination.

**Delivery:**

University of Missouri  
917 E Campus Drive  
Columbia, MO 65211

Delivery time is important and may be figured into award of this bid. Delivery notification is required. A contact person/number will be advised upon award of the bid. You must contact that person at least 48 hours before delivery is made. Equipment manuals for all pieces of equipment, if available, are to be included when the delivery is made.

**4. WARRANTY**

Please State your Warranty Terms and Conditions for equipment on this bid:

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**5. STATE CALENDAR DAYS DELIVERY INFORMATION**

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## DETAILED SPECIFICATIONS

The following product numbers and/or descriptions are that of P.L. Light Systems, Inc.

Bids are to be submitted per the same. No substitutions will be allowed. Labor and Installation are not required.

### **Bid List:**

- 1) 192 EA, P.L. Light Systems, Inc. HortiLED Top 2.0 Daylight Dim
- 2) 64 EA, P.L. Light Systems, Inc. Cord 6FT – RST 5P TRQ Female to Whip End
- 3) 64 EA, P.L. Light Systems, Inc. Cord 10FT – RST 5P TRQ Female to Whip End
- 4) 64 EA, P.L. Light Systems, Inc. Cord 15FT – RST 5P TRQ Female to Whip End
- 5) Freight and Delivery cost for the above

Equipment manuals for all pieces of equipment, if available, are to be included when the delivery is made.

**No Substitutions will be allowed on this bid. The product specified has been determined to meet the needs of the University of Missouri and must match existing equipment already in UM facilities.**

**BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.**

**PRICING:**

<b>Item</b>	<b>QTY</b>	<b>Description</b>	<b>\$ Each</b>	<b>\$ Extended</b>
1)	192 EA,	P.L. Light Systems, Inc. HortiLED Top 2.0 Daylight Dim Fixture	_____	_____
2)	64 EA,	P.L. Light Systems, Inc. Cord 6FT – RST 5P TRQ Female to Whip End	_____	_____
3)	64 EA,	P.L. Light Systems, Inc. Cord 10FT – RST 5P TRQ Female to Whip End	_____	_____
4)	64 EA,	P.L. Light Systems, Inc. Cord 15FT – RST 5P TRQ Female to Whip End	_____	_____
5)	1 EA,	Freight and Delivery cost for the above		_____
TOTAL \$				_____

In submitting this bid, it is agreed that it may not be withdrawn for the period of 30 days provided and it is understood that the right is reserved by the University to waive informalities and reject any and all bids.

It is understood and agreed that all prices given herein include all taxes payable by virtue of the furnishing and delivery of the item(s) included within the bid.

Attached hereto and made a part of this bid is all information required by or requested in the contract documents.

**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 Minority 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:
  1. Supplier's Total Revenues: \$10,000,000
  2. Revenues from University \$: \$ 4,000,000
  3. University % of Total Revenues: 40% (#2 divided by #1)
  4. Total Minority and Diverse owned Dollars \$: \$ 400,000
  5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) 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 Minority 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. 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).

**ATTACHMENT B**

## SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN:  Yes  No

NOTE: 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

NOTE: 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

NOTE: 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.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

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.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

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.

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.

VETERAN BUSINESS ENTERPRISE  Yes  No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE  Yes  No

NOTE: 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

NOTE: 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 Form: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_