

**REQUEST FOR PROPOSALS**  
**FOR**  
**FURNISHING AND DELIVERY**  
**OF**  
**CUSTODIAL SERVICES FOR VARIOUS BUILDINGS**  
**FOR**  
**THE CURATORS OF THE UNIVERSITY OF MISSOURI**  
**ON BEHALF OF**  
**UNIVERSITY OF MISSOURI – MU COLUMBIA CAMPUS**  
**RFP # 23027**  
**DUE DATE: NOVEMBER 18, 2022**  
**TIME: 2:00 PM CST**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Kristen Meade

Director of UM Procurement/CPO

University of Missouri Procurement

2910 LeMone Industrial Blvd.

Columbia, MO 65201

Date Issued: October 12, 2022

**RFP # 23027**

**CUSTODIAL SERVICES FOR VARIOUS BUILDINGS**

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## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **CUSTODIAL SERVICES FOR VARIOUS BUILDINGS, RFP #23027** which will be received by the undersigned at University of Missouri Procurement, until **November 18, 2022, at 2:00 p.m. CST. 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:

*Kristen Meade*  
*University of Missouri Procurement*  
*meadek@umsystem.edu*

**All questions regarding the RFP must be received no later than 5:00 p.m. CDT on Friday, November 4, 2022.**

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:  
Kristen Meade  
Director of UM Procurement/CPO  
University of Missouri Procurement  
2910 LeMone Industrial Blvd.  
Columbia, MO 65201

## OVERVIEW, INSTRUCTIONS TO RESPONDENTS & GENERAL TERMS AND CONDITIONS

### A. Overview

1. **OBJECTIVE:** The Curators of the University of Missouri, a public organization, propose to contract on behalf of University of Missouri – MU Columbia Campus (hereinafter referred to as “University”) with an organization (hereinafter referred to as "Supplier" or “Contractor”), to provide Custodial Services for Various Buildings as described herein.
2. **SCOPE:** University of Missouri – MU Columbia Campus is seeking proposals from qualified professional firms interested in providing Custodial Services for selected facilities located on the MU campus based on two options. Option one (1) includes the following buildings: Academic Support Center, Arts and Science Building, Arvarh E. Strickland Building, Ellis Library and Ellis Library Addition, Geological Sciences Building, and IDEXX (formerly called RADIL). These buildings equal 380,118 net cleanable square feet (580,914 gross square feet).

Option two (2) includes the buildings listed above in option 1, plus the following additional facilities: Crowder Hall, Fine Arts Building (Art), Fine Arts Building (Music & Dramatic Arts), Gentry Hall, Lowry Hall, Mathematical Sciences Building, McKee Gymnasium, Middlebush Hall, Student Success Center, and Whitten Hall. These buildings equal 188,477 net cleanable square feet (375,738 gross square feet).

The decision to award option 1 or option 2 will be made solely by the University as deemed to be in the best interest of the University. During the term of the contract, at the University’s discretion and with 30 days’ notice to awarded supplier, the University can revise the scope to reduce the cleanable square footage in a building, add and/or delete buildings as needed if the University requires assistance with buildings and/or buildings close.

The expectation for cleanliness is based on APPA (Association of Physical Plant Administrators) Custodial Staffing Guidelines for Educational Facilities for Level 2, Ordinary Tidiness. When classes are not in session, periodic work is performed that cannot be done during the normal school year. Refer to Exhibit B for the scope of cleaning services and their frequency.

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.
4. **INSPECTION OF PREMISES:** It is required that Respondents completely inspect the buildings that are part of this RFP prior to submitting proposals to determine all requirements associated with the contract. **A site tour is scheduled for Friday, October 28, 2022, starting at 8:30 a.m. CDT.**

Respondents can bring no more than two people for the site tour. **Please RSVP to Kristen Meade at [meadek@umsystem.edu](mailto:meadek@umsystem.edu) no later than Wednesday, October 26, 2022, by 5:00 p.m. CDT with the names of the individuals who will be in attendance. The site tour will begin at the General Services Building, 900 E. Stadium Blvd., Columbia, MO 65201, Conference Room #194A. No questions will be entertained during or following the tour. All questions, concerns or clarifications must be sent no later than November 4, 2022, at 5:00 p.m. CDT via email to Kristen Meade at [meadek@umsystem.edu](mailto:meadek@umsystem.edu).**

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

5. **CONTRACT PERIOD:** The initial contract period is anticipated to begin on January 1, 2023, for three (3) years with the option by the University to renew for seven (7) additional one-year periods.

Pricing shall remain firm for the initial contract period. Each respondent is required to state their maximum percent increase for services awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the square foot prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

6. **WORK PLAN:** Exhibit A contains a detailed listing of the buildings, including gross square footage, cleanable square footage and level of service needed, to be serviced as part of this RFP. The overall square footage by floor type is also noted.

As part of the proposal response, suppliers must provide a detailed work plan. In the plan, the supplier must provide a detailed method of performance that indicates the intended method of cleaning each of the buildings included herein. This method of performance must include a detailed description of services, equipment, and procedures, as well as any cleaning innovations that will be used to meet the specifications in each of the buildings included. The work plan must also include the scheduling and tracking methods the supplier will use to schedule, track, and ensure completion of periodic tasks. As part of the work plan, suppliers must complete Exhibit C, RFP Staffing Workbook.

Work plans will be evaluated using the same work loading tools the University uses in its own in-house operations to determine if proposed work loading and methods of performance are adequate and realistic to achieve APPA Level II standards at all times.

7. **MANDATORY REQUIREMENTS:** Respondents must meet all mandatory requirements in this section to be considered for further evaluation.

A. It is mandatory the Respondent must currently be working at or have previously completed work at similar higher education institutions/organizations or comparable nature containing 500,000 to 1 million sq. ft. or larger.

B. It is mandatory the Respondent must provide consistent onsite supervisory personnel with a minimum of five (5) years of verifiable experience managing custodial workforce, products, and equipment.

C. It is mandatory the Respondent understands and will comply with all the Contractor Responsibilities and Requirements listed herein.

D. It is mandatory the Respondent understands and will comply with the scope of cleaning services required per Exhibit B.

8. **DESIRABLE CRITERIA:**

A. Provide a detailed work plan, which includes a detailed description of services, equipment used and procedures to be used in providing custodial services to meet the scope and requirements of this RFP for the facilities listed in Exhibit A. Please complete the RFP staffing workbook (Exhibit C) as part of your work plan. Include a general breakdown of how the staffing levels were determined based on workload. Describe why your plan and the products you specify are best suited for providing services to the University.

B. Describe your management structure and program infrastructure to support the services required per Exhibit B.

C. Describe any systems and technology that would be utilized to support the services requested, including any work order systems and how communication is managed for management and supervisors, including the structure or process for providing 24/7 availability. Describe any training that would be provided to the University for any systems used.

D. Describe your experience working with higher education clients and provide a minimum of five (5) references that demonstrate your experience and qualifications of performing work were similar in nature and size to the scope of this RFP.

E. Describe your plan for incorporating green products into the cleaning process.

## **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.

All communication 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.

**Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Criteria outlined herein.** Respondents are required to **fully** respond with compliance statements to each of the mandatory criteria. Respondents are required to fully respond with a description of ability and how to meet the desirable criteria.

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 criteria are met. If "no response" or an 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. Do not include a sales pitch or unnecessary data. These are not valuable in the volume of information the evaluating team must review.

Please limit your proposal responses to no more than fifty (50) 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 #23027, Volume I. This section must be in PDF format, except Exhibit C (staffing workbook) should be remain as an excel spreadsheet and must contain **in this order:**

- Mandatory Requirements and supplier response
- Desirable Criteria and supplier response, including Work Plan & Staffing Workbook
- Response to Information for Respondents and General Terms & Conditions (only if taking any exceptions)
- 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 #23027, 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.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.
- Financial statements, if required.

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.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format as specified above and must be emailed to **Kristen Meade** at [meadek@umsystem.edu](mailto:meadek@umsystem.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. The University utilizes a scanning software that scans attachments for potential viruses on incoming emails, which can take a few minutes for emails to arrive. Please allow sufficient time when sending your email to allow for delivery before the submission deadline.**

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 specifications, 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 respondent's proposal and accepted by the University. Unless otherwise specified in the specifications, 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, 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.

### **C. 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.

- 16. Evaluation and Award:** Respondents must meet the mandatory requirements to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation. 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 reveal 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. The University could also elect to have Zoom presentations.

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

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.

17. **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 (if applicable) 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.

18. **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 terminations, shall not be affected by any such termination.
19. **Contract termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor ninety (90) days prior to the effective date of such cancellation.
20. **Contract Modification for Change in Scope:** In the event the University requires a change in the scope of the work due to renovations, building additions, closing of scheduled areas, opening new buildings, or the addition or removal of buildings to the contract as determined in the best interests of the University, which result in changes to the total number of square feet being serviced, the University will notify the Contractor in writing thirty (30) days in advance of the requested change. Such changes shall be valued upon the net cleanable square foot price quoted by the Contractor.
21. **Force Majeure:** If, because of riots, war, public emergency or calamity, epidemics or pandemics, fire, earthquake, act of God, government restrictions, labor disturbance or strike, business operations at the University shall be interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.
22. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each 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.



23. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with settlement by check will be net 30 days after the date of invoice. Cash discounts for prompt payment may be offered, but they will not be considered in the determination of award unless specifically stated in the specifications. 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, supplies or services 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.

24. **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.

25. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and believe 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. **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 seeks to make the terms and prices of this contract available to other higher education institutions and public entities. Extension of the terms and prices to any or all other 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 bears no financial responsibility for any payments due the contractor by such entities, nor with the University be responsible for contract administration for other institutions.

## CONTRACTOR RESPONSIBILITIES & REQUIREMENTS

### A. INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, and limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Auto Liability** (if required in service performance) Contractor agrees to maintain Business Automobile Liability, at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

#### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor is required to maintain coverages as stated and required to provide written notice of cancellation according to the policy provisions. The University reserves the right to request a copy of the policy. The University reserves

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

### **Indemnification**

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice. The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

### **B. USE OF UNIVERSITY SPACE**

Storage space for Contractor's cleaning materials and equipment shall be available in janitor closets or other designated rooms. It shall be the Contractor's responsibility to maintain the storage area in a neat and orderly manner. Toilet facilities in the buildings in which the services are to be performed will be available to the Contractor and their employees. Electrical power for custodial equipment operation may be obtained without cost to the Contractor from existing utilities within the building as directed by the University.

### **C. CLEANING OF PREMISES**

1. Unless specifically noted otherwise, the Contractor shall accomplish the cleaning of the buildings listed herein in a manner such that it shall not interfere with other scheduled activities, and they shall confine their equipment and the operation of their personnel to the location established by these specifications. Cleaning times may be adjusted at any time during the contract period based upon the operational needs of the University, providing the Contractor is notified in writing sixty (60) days prior to the date of the implementation.
2. The Contractor may determine the hours to clean to meet the specifications, however Ellis Library, Strickland and the Arts & Sciences buildings must be cleaned overnight based on

building access. Additional requirements for these three buildings are outlined in the next section. The hours for cleaning the remaining buildings are flexible and can be at the Contractor's choice with University approval.

3. The Contractor shall provide an emergency contact number that will be used in the event of a cleaning emergency such as may arise from broken pipes, vandals, weather, or other unforeseen events that may occur when there is no scheduled cleaning contract representative on campus. The Contractor will be expected to respond to such cleaning emergencies. Charges for such emergency call ins shall be based on the Hourly Rate for Special Request Services (see proposal form). Contractor agrees to have emergency help available within 2 hours of notification of such emergency or sooner based on the situation.
4. Special care shall be taken to prevent damage to the interior of the building in which they are working. The Contractor shall be responsible for the repair of damage to building interiors or exteriors which may be caused by workers or equipment being used during the period of this contract. All such repairs shall be made to meet University requirements and to the satisfaction of the University Contract Representative.
5. The Contractor shall inspect the quality of work performed on a monthly basis or more often for each building covered by the contract. This inspection shall be done independently, without the University Contract Representative's presence, using the task requirement and standards established in this proposal and a mutually agreed upon inspection software. Inspections shall be provided to the University's Contract Representative within 5 working days after the end of a month in which the inspection was done or before. If the Contractor fails to provide the University Contract Representative with required monthly inspection(s) within the time frame noted above, \$100 will be deducted from the monthly invoice for each required inspection not turned in.
6. The University's Contract Representative along with the Contractor will perform a separate quality assurance inspection of contract buildings monthly. It is expected that all building areas will pass the quality assurance inspection with a rating of "Acceptable." Deficiencies may still be noted by the inspection in areas rated as "Acceptable" and these deficiencies should be corrected within a month. If deficiencies are serious, numerous or long-standing in an area, an "Unacceptable" rating will be given to the area. When an area is rated as "Unacceptable," corrections will be completed within seven (7) calendar days, and the building will be re-inspected together by both the Supplier and the University Contract Representative. Some deficiencies may be judged by the University Contract Representative to require immediate correction especially if they have an impact on safety or building operations. In such cases, re-inspection will be done the following day. Should re-inspection of the area or other areas in the building yield another "Unacceptable" rating, the Contractor will be notified that inspection levels must be brought up to the "Acceptable" level in all areas with thirty (30) calendar days, and weekly joint inspections shall be done in that time period until the area is brought up to the "Acceptable" level. A penalty per building will be deducted from the monthly invoice for inspection scores below 85% for two consecutive

months. The penalties will be assessed as follows: 2% for scores below 85%, 5% for scores below 75%, and 10% for scores below 65%. A mutually agreed upon web-based quality assurance system/tool will be implemented prior to the start of this contract to track quality scores. Failure to comply may result in the termination of the contract within ninety (90) days of written notification.

7. More than three failed re-inspections in a building in a six-month period will also be seen as non-compliance and may result in the termination of the contract within ninety (90) days of written notification.
8. When buildings fail inspections, it is required that such buildings be brought up to passing standards without impacting performance standards in other buildings that may be covered by the same contract.
9. The University Representative may also perform other unannounced building inspections and regular “walk-throughs” to ensure quality of cleaning. Issues noted during these inspections and walk-throughs will be communicated to the Contractor. If issues are serious or numerous, additional joint inspections with the Contractor present may be scheduled.
10. The Contractor shall be responsible to the University Representative for all services pertaining to this work, and any questions or suggestions from either party of the contract shall be channeled through the University Representative.
11. Contractor shall report all stopped drains, broken or non-working fixtures, broken glass, and other building repair needs to the Maintenance Service Desk for prompt repair.
12. The Contractor shall complete and turn in work log sheets for carpet extraction and hard surface refinishing work completed in the month. These log sheets shall describe the work done in the month and shall be turned in by the 5<sup>th</sup> day of the following month. \$100 will be deducted from the monthly invoice for each work log not turned in on time.
13. The Contractor will be furnished keys and/or access cards to the buildings included in this contract and shall be held responsible for their use, or misuses. Upon termination of this contract, final payment will not be made until all keys and access cards have been returned to the University. The Contractor will be held liable for any replacement keys, including the cost of replacing locks for any such buildings as deemed necessary by the University. The minimum replacement cost per key will be \$5.00. Lock replacement costs will be at the prevailing market rate for labor and materials. The University's remedies hereunder are not exclusive and are in addition to any other remedies available as provided by law.

## **D. SPECIFIC BUILDING REQUIREMENTS FOR ARTS & SCIENCES BUILDING & STRICKLAND HALL**

### **1. Use of Facilities**

The Arts & Sciences Building and Strickland Hall are heavily used classroom buildings with rooms scheduled for use until as late as 10:00 p.m. and occasionally later. On Sunday – Thursday evenings, cleaning should not be started until after 10:30 p.m. The buildings must be clean by 7:00 a.m. Monday – Friday.

### **2. Day Custodial Service**

On Monday – Friday, at least one day custodian must be available between the hours of 8 a.m. and 5 p.m. for emergency cleanups, work as described in Exhibit B or below, special set ups, and other work which does not interfere with University operations. One function of the custodian will be to check restrooms every four hours, cleaning spills and splashes to sinks, floors, stools and urinals, and restocking supplies and pulling trash as necessary.

Day custodial staff used in the Arts & Sciences Building and Strickland Hall may be used in other facilities listed in the scope of this RFP.

Day custodial staff must be equipped with a cell phone so they may be easily contacted for emergency cleanups or special work.

### **3. Day Secure Office Area Cleaning (Arts & Sciences Building only)**

Office common areas belonging to the Department of Romance Language & Literature, will be cleaned between the hours of 8:00 a.m. and 5:00 p.m. according to the general schedule below. The cleaning can be done by the day porter or other assigned cleaning staff. If holidays or weather interfere with the schedule, the area shall be cleaned on the day following the scheduled day.

- a. 1<sup>st</sup> Floor South Office Area & Hallway: The hallway and small restroom shall be cleaned daily Monday – Friday. No keys will be used to enter offices.
- b. 2<sup>nd</sup> Floor Office Areas in Southeast Hallway (C200B): The hallway shall be cleaned daily Monday – Friday. No keys shall be used to enter offices.
- c. 3<sup>rd</sup> Floor South Office Areas: The south hallway itself (C300A) and small restroom in it may be cleaned by night staff. The offices on either side of the hallway shall be cleaned only by the day porter or other assigned day cleaning staff.

### **4. Sixth Day Service**

Sixth day cleaning is required for these two buildings and should not be started until after 10:30 p.m. on Friday evening. Cleaning of scheduled rooms will need to be completed

by 7:00 a.m. on Saturday morning, but other rooms may be cleaned later but before 10:00 a.m. on Saturday morning. Specific tasks that must be done are:

- a. Clean all classrooms on ground, 1<sup>st</sup> and 2<sup>nd</sup> floors. This includes cleaning chalkboards and damp mopping floors.
- b. Clean restrooms on ground, 1<sup>st</sup> and 2<sup>nd</sup> floors. Restock paper supplies and soap dispensers.
- c. Dust mop and spot mop hallways on ground, 1<sup>st</sup> and 2<sup>nd</sup> floors.
- d. Dust mop and spot mop entryways.

## 5. Entryways

Entryways to be cleaned include, but are not limited to, the following:

### Arts & Sciences Building

- a. Northwest and northeast entrances shall be cleaned to the crosswalk.
- b. Northeast basement entrance shall have the steps, concrete and the sidewalk cleaned to the crosswalk.
- c. Central west and east main entrances shall have the steps and sidewalks cleaned to the crosswalk.
- d. Southeast corner entrance shall be cleaned to the crosswalk.

### Strickland Hall

- a. Central east entrance shall be cleaned from the sidewalk in front of the entrance to the main sidewalk on the mall; the concrete on the north and south sides of entrance shall be cleaned; the steps shall be cleaned.
- b. South entrance shall be cleaned to the main sidewalk.
- c. Northeast entrance shall be cleaned to the crosswalk.
- d. North entrance shall be cleaned to a distance of 10 feet.

## 6. Classroom Cleaning Schedule

Arts & Science Building – Partial cleaning (complete damp mopping and chalkboard cleaning not required) to be done on Sunday night. Full cleaning to be done on Tuesday and Thursday nights and also on Friday night or Saturday morning on Ground, 1<sup>st</sup> and 2<sup>nd</sup> floors.

Strickland Hall – Partial cleaning (complete damp mopping and chalkboard cleaning not required) to be done on Sunday night. Full cleaning to be done on Monday and Wednesday nights and also on Friday night or Saturday morning on floors 1 through 3.

## E. SPECIFIC BUILDING REQUIREMENTS FOR ELLIS LIBRARY AND ADDITION

### 1. Use of Facility

Ellis Library and Addition includes the Museum of Art and Archeology. It is a heavily used, high profile building with rooms open for use currently until as late as 2:00 a.m. and occasionally later. On Sundays and weeknights, a limited amount of cleaning may be started on the upper two floors of Ellis Library or in the Museum of Art and Archeology after 10:00 p.m. Work may also be done after 10:00 p.m. in numerous office or staff work areas that are not being used. Such work must be done in a manner which does not interfere with library operations. Equipment may be used during these hours but should have sound levels of 60 decibels or less. In other areas of the building, cleaning in public areas cannot be started until after 2:00 a.m. The building should be clean by 7:00 a.m. Monday – Friday.

### 2. Day Custodial Service

On Monday – Thursday, a custodian must be available between the hours of 7:30 a.m. and midnight for emergency cleanups, work as described in Exhibit B or below, special set ups, and other work which does not interfere with University operations. One function of the custodians providing service between 8:00 a.m. and midnight will be to check restrooms on the ground, 1<sup>st</sup> and 2<sup>nd</sup> floors every four hours, cleaning spills and splashes to floors, stools, and urinals, and restocking supplies as necessary. Restrooms on the 3<sup>rd</sup> and 4<sup>th</sup> floors shall receive the same services every 8 hours in the same time period. Restrooms in the Museum of Art & Archology shall receive the same services, once between the hours of 11:00 a.m. and 1:30 p.m.

Daily cleaning of a teleconference room will be done by day custodians. The day custodian will also be used for cleaning of other restricted areas as requested.

On Friday, a custodian to perform the jobs described above must be available between the hours of 7:30 a.m. and 4:00 p.m. The last restroom check and cleaning of the day must be done no earlier than 2:30 p.m.

On Sunday, a day custodian must be available between the hours of 1:00 and 9:00 p.m. for the general purposes as described above. Specific tasks that must be done by the Sunday day custodian are:

- a. Restrooms (with the exception of the three located within the Museum of Art and Archeology) will require complete cleaning, stocking and trash removal. After initial cleaning, the Sunday custodian will check restrooms every four hours, cleaning spills and splashes to floors, stools and urinals, and restocking supplies as needed.



- b. Public areas (including Room 21, Auditorium) will be policed and trash pulled at least once per day; litter will be picked up from the floor; and emergency spills will be cleaned up.
- c. The north main entrance shall be cleaned inside and outside to the bottom step on the mall.
- d. The west entrances shall be cleaned inside and outside from the building out to the sidewalk.

Day custodial staff may work on tasks described in Exhibit B or above so long as the work does not interfere with building operations.

Day custodial staff assigned to Ellis Library and Addition shall work only at Ellis Library and Addition, except by permission of the University Contract Representative.

Day custodial staff must be equipped with a cell phone so that they may be easily contacted for emergency cleanups or special work.

### 3. Entryways

Entryways to be cleaned include, but are not limited to, the following:

- a. North main entrance shall be cleaned inside and outside to the bottom step on the mall.
- b. North and east entrances to Museum of Art and Archeology shall be cleaned to a distance of 10 feet.
- c. West entrance going to Auditorium shall be cleaned inside and out to the sidewalk.
- d. West entrance to Ellis Addition entrance shall be cleaned inside and out to a distance of 10 feet.

### 4. Exceptions to Scope of Cleaning Services

- a. Entrance mats at the main north entrance and the west entrance to Ellis Addition will not require quarterly extraction cleaning.
- b. Low use areas: Some low use stack areas in Ellis receive only trash pickup and “as needed” floor care. These “low use” stacks are generally stack rooms that are locked to the general public.
- c. Dusting book shelving in library areas: Regarding the shelving in Ellis Library and Addition Stacks, the contractor is responsible for dusting shelving in stacks only when the shelf is empty. Full or partially full shelves need not be dusted.

## 5. Additions to Scope of Cleaning Services

- a. Additional Table Cleaning by request: For special event preparation or if a need is observed, library staff may request tabletops in various sections of the library to be damp wiped more than the monthly periodic wiping.
- b. Grit pads and stairs of the main staircases must be cleaned quarterly by scrubbing or other appropriate method. Any mops used on these stairs must be of a type that will not contribute to lint and particulates becoming caught in the grit pad. Additional scrubbing may be requested if needed on these stairs.
- c. On a quarterly basis, cigarette butts and other litter shall be removed from the landscaped areas adjacent to the building on each side of the main north entrance. Care shall be taken not to damage the landscaping.

## 6. Special Notes: East Staircase

This area, from the first-floor landing to the east exterior entrance, is governed by a security alarm. Therefore, it will be necessary to contact the library security guard to disengage the alarm during cleaning.

## **F. EMPLOYEES**

The contractor shall comply with the following requirements and any deviation from them must have University approval:

1. The Contractor is required to conduct a national criminal background check at its own expense on each individual that will be assigned to perform services on site at the University pursuant to this RFP and prior to such individual beginning assignment. This background check shall include criminal history, verification of employment and education, and driving record. In addition, successful respondent shall verify whether such individual is registered pursuant to sections 589.400 to 589.425 RSMo (Missouri Sex Offender Registry). The results of such background checks shall be provided to the University's Human Resource Services prior to such individual commencing assignment, and the University reserves the right to refuse assignment of any individual that has a relevant duty-related conviction or guilty plea as determined by the University in its sole discretion. The Contractor shall further be required to advise University's Human Resource Services within five (5) days of any individuals who pleads guilty to or are convicted of a criminal violation after they commence performing services on site at the University, and the University reserves the right to require termination of such individual(s)' assignment to the University when the conviction or guilty pleas is deemed relevant by the University in its sole discretion.

In performing criminal background checks, Successful respondent warrants that its activities shall comply with all applicable laws and regulations, including any requirements of the Fair Credit Reporting Act, and it shall indemnify and hold harmless the University from and against all liabilities, obligations, claims, damages, penalties, causes of action,

reasonable costs and expenses (including without limitation, attorney's fees) arising or occurring as a result of its failure to comply with the requirements of this provision.

2. The Contractor's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other areas for break and lunch periods.
3. Employees will comply with all University smoking and tobacco policies. Smoking is prohibited on the University campus, including parking lots, grounds, and buildings.
4. The Contractor shall insure their employees do not use any office equipment, radios, televisions, telephones, computers, or other equipment located in the facilities.
5. The Contractor shall insure that all University Fire, Safety and Security procedures are followed by their employees. Procedures will be supplied to Contractor by the University Representative.
6. Included in the above safety procedures shall be the appropriate use of wet floor signs to clearly mark the end of each hall and intersection with other halls when floors are wet.
7. The Contractor's employees shall be neat and clean in appearance and shall wear a uniform and a clearly visible identification badge. The uniform must clearly exhibit the contract company's name. It is the Contractor's responsibility to obtain such identification and maintain the badge in good repair. The badge shall have the employee's name, photograph, and company name on the face of the badge.
8. The Contractor shall maintain control of their employees while on the campus. The University reserves the right, when any employee whose work performance or conduct is objectionable, to request that they be immediately removed from the University premises and replaced at no additional cost to the University.
9. Contract employees dismissed from their jobs for disciplinary reasons are not to be reassigned to any other University building. The Contractor shall notify the University Contract Representative in writing of all employees dismissed from the University of Missouri contracted buildings for disciplinary reasons, including full name, social security number, and the reason for dismissal.
10. The Contractor must provide full staffing levels throughout the term of the contract based on the number of FTE's quoted on the pricing workbook. If square footage required to be cleaned changes, the Contractor and University will mutually agree on the number of FTE's required. The Contractor shall, on a **monthly** basis, supply the University Contract Representative with a complete list of employees, supervisors, and management (including their social security numbers) by assigned work areas. If full staffing levels are not maintained and/or if monthly roster list is not submitted on or before the last day of the month, the following penalties will be deducted from the monthly invoice:

1% penalty for failure to provide monthly employee roster to University  
5% penalty if staffing vacancies fall below 90% of quoted FTE's for two consecutive months  
10% penalty if staffing vacancies fall below 80% of quoted FTE's for two consecutive months  
25% penalty if staffing vacancies fall below 70% of quoted FTE's for two consecutive months

## **G. SECURITY OF BUILDINGS**

1. Contractor will be provided keys and/or encoded swipe cards for access to the buildings. No unauthorized personnel will be allowed in the facilities by the Contractor. The Contractor shall lock and unlock doors in accordance with the University master locking and unlocking schedule.
2. Office or other doors shall be unlocked or opened only during the time that cleaning is actually being performed and shall be relocked immediately after the service has been completed.
3. Contract personnel shall not relinquish control of building keys or swipe cards to anyone and shall not leave key rings in janitor closets or laying in custodial carts.
4. In areas where mechanical rooms are used for storage of equipment or supplies, Contract personnel shall take steps to restrict unauthorized persons from entering the mechanical room. Mechanical room doors shall be locked except when working in the room. Contractors will store items in only designated areas of mechanical rooms.
5. Unauthorized persons found in the building after it is closed will be asked to leave. If they refuse, contract staff shall notify the University of Missouri Police Department.
6. Lost items found by cleaning staff shall be taken to the office of the designated building coordinator for the specific building in which the item was found. An exception to this rule will be made for items which may be the result of criminal activity, such as billfolds found discarded in trash containers. Such items should be reported promptly to the University of Missouri Police Department. Lost and found items shall not be stored in custodial closets.
7. Any instance of non-compliance regarding the security items noted above shall be taken seriously by the Contractor and thoroughly investigated so that action is taken to ensure repeated incidents do not occur. Serious or repeated instances may result in termination of the contract and criminal prosecution.

## **H. ENERGY CONSERVATION**

The contractor will turn off all applicable interior and exterior lights in areas in which they work. Windows will be kept closed and locked in air-conditioned buildings, and lights turned out in

unoccupied rooms. At the end of each shift, all windows will be closed, and locked and interior/exterior lights will be turned off.

#### **I. PERSONNEL, EMPLOYMENT PRACTICES, STAFFING & SCHEDULING**

1. In connection with the performance of work under this contract, the Contractor shall follow all applicable government regulations pertaining to employment and agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religions, sex, sexual orientation, national origin, age, disability or veteran status. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Provisions shall be made, however, due to the need for building security, to preclude employment if misrepresentation should be found in the applicant's employment record or references or if the applicant has a misdemeanor or felony conviction for theft, burglary, or other types of violent crime.
2. The Contractor further agrees to take affirmative action to provide equal employment opportunities with reasonable accommodations, when appropriate, to qualified applicants and employees with disabilities. The Contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the University setting forth the provisions of the non-discrimination clause.
3. Personnel relations of employees on the contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to hiring practices, employment compensation and payment of personnel.
4. Personnel of the Contractor shall observe all regulations of the University.
5. Contractor shall give priority when hiring to any existing University employee who might be in a layoff status and who meets minimum qualifications for the position.

#### **J. PARKING ON CAMPUS**

Parking permits are required to park in campus parking lots and garages during certain hours. Parking restrictions differ from lot to lot, but many do not require a permit between the hours of 5:00 p.m. and 7:00 a.m. Service vehicle permits may be purchased for Contractor's service vehicles from Parking Operations with approval of the Director of Parking and Transportation. A service vehicle permit will allow parking of service vehicles near buildings when necessary. Current cost of vendor or service parking permits is \$60/month payable in advance. The University reserves the right to raise parking rates as it deems necessary.

## **K. EQUIPMENT AND CLEANING SUPPLIES**

1. The Contractor shall furnish and maintain all equipment and cleaning supplies required to do the custodial work. Any equipment unsuitable for use shall be removed from the University's premises.
2. All Contractor furnished equipment shall be engraved or otherwise permanently identified, so that ownership can be readily determined.
3. All battery-operated equipment shall have Gel or AGM batteries. If lead acid wet cell batteries are required in some equipment, prior approval must be obtained from the Director of Facility Operations. If approved, batteries shall be charged only in areas with adequate ventilation and with no ignition sources. Such batteries should be charged only with "smart chargers" designed to prevent over-charging. An eyewash station, supplied by the Contractor, must be present within 15 feet of charging areas, and the areas must be posted with appropriate safety warning signs supplied by the Contractor. Damaged and leaking batteries should be removed from University premises.
4. Equipment used indoors shall not be powered by propane fuel or other flammable fuels.
5. All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.
6. Equipment shall not be left out and unattended in public areas during hours when buildings are open to the public.
7. It is the responsibility of the Contractor to provide ladders as necessary for cleaning. Such ladders must meet or exceed all OSHA requirements for the class of work being performed. Work from ladders shall be limited to cleaning items 14 feet or less from floor level.
8. At least one 15 gallon or more wet vacuum machine with wand and hose must be kept on premises for quick response to leak and flood emergencies.
9. If the weight of equipment is seen to cause damage to floors or floor tiles, it shall not continue to be used.
10. Vacuums should be equipped with working dust filtration systems to prevent dispersal of soil particulates into the air and shall not have a negative effect of indoor air quality. Vacuums shall have a CRI Seal of Approval/Green Label certification for commercial cleaning.

## **L. CHEMICALS FURNISHED BY CONTRACTOR**

It is the responsibility of the Contractor to provide all cleaning chemicals and support materials for

compliance with this proposal. It is the Contractor's responsibility to comply with the following policies in the purchase, storage and use of chemicals.

1. Comply with all federal, state and local regulations for the storage, use and disposition.
2. Empty chemical containers or unused chemicals provided by the Contractor must be disposed of in accordance with federal, state and local regulations. Should University policy or governmental regulations apply that prohibit the disposal of a chemical or container into the University waste stream, it is the responsibility of the Contractor to arrange for independent removal of the chemical or container. Storm sewers shall not be used for disposal of used cleaning solutions or other unwanted liquids.
3. Up-to-date Material Safety Data Sheets (MSDS) for all chemicals are to be on file in the Contractor's on-site office. A copy of each MSDS must be on file with the Custodial and Special Services Department and Environmental Health and Safety. It is the responsibility of the Contractor to keep all MSDS up to date and on file.
4. Primary and secondary containers must be properly labeled and meet all federal, state, and local requirements. Under no circumstances will secondary containers be used without clear and concise labeling as required by the University's hazardous materials guidelines and OSHA.
5. Chemicals used will be the least hazardous available for the environment, the employees and staff of the University and contract employees. Preferably green seal approved chemicals only.
6. Chemicals used must provide the least offense as possible for each class; therefore, chemicals with an offensive odor will be minimized. Ammoniated products, bleach or products with high vapors or volatility are not acceptable.
7. The successful vendor, at start of contract period, and yearly thereafter, must provide the University with an inventory of all chemicals on hand indicating locations and quantities.
8. All floor finishes must be UL listed as to slip resistance.
9. Preference shall be given to use of certified green chemicals and floor care products.

#### **M. MATERIALS FURNISHED BY CONTRACTOR**

1. The contractor shall provide all hand soap, hand sanitizer, paper towels, chalk, erasers, toilet tissue, and trash can liners for use in building waste receptacles, as well as ice melt for all entrances. It shall be the Contractor's responsibility to keep dispensers filled, cleaned and batteries replaced. Any broken or dysfunctional dispensers must be reported immediately so University maintenance crews can replace the unit. Dispensers shall be provided by

contractor as needed. Supplies shall be stored in custodial closets and other designated storage areas. Paper goods shall be stored off the floor.

2. The University will provide entrance mats and trash containers based on our existing styles and standards for public use areas. Replacements or needs will be discussed and agreed upon by a University representative.

## **N. FLOOR MAINTENANCE PROGRAM SPECIFICATIONS**

1. **Frequency of floor project work:** Floor project work is done once in all common use space except for areas designated as departmental offices. In departmental office areas, floor project work is done by request for an additional cost. The frequency of scrubbing/recoating and stripping/refinishing may be decreased with approval of the University liaison. Scrubbing/recoating may be used instead of stripping/refinishing with approval of the University liaison. In general, stripping will be determined as necessary when uneven layering of floor finish has become pronounced, or soils embedded in the floor finish cannot be removed by scrubbing alone. In keeping with green cleaning principles, service providers are encouraged to properly maintain finished floors so that scrubbing/recoating can be used instead of stripping/refinishing.
2. **General description of work to be done:**
  - a. Floor project work in classroom buildings is preferred to be accomplished during summer break prior to the first day of the fall semester, during the winter break prior to the first day of the spring semester, or overnight. If overnight work is done, Contractor must ensure rooms are ready for use by 7:00 am. Changes to this general time schedule can be made with approval of the University liaison.
  - b. For stripping, the contractor shall wet strip the floors and baseboards of all previous layers of floor finish and sealer. For scrubbing, the contractor shall remove top layers of finish and ground-in soil. Care shall be taken with either operation to prevent water damage to the floor and other parts of the building.
  - c. Stripped floors shall be re-finished with at least 5 coats of finish with preference given to certified green finishes. (If high solids finishes are used, fewer coats may be allowed with approval of the University liaison.) Reapplied finish not to be put on baseboards.
  - d. Baseboards shall be scrubbed when stripping or scrubbing operations are done. Baseboards shall not be re-coated with either sealer or finish.
  - e. Baseboards, kick plates, door frames, furniture and walls will be thoroughly cleaned of mop water and stripper splashes.
  - f. No hallway floors will be left bare overnight; finishes will be applied prior to the shift end.
  - g. Furniture will not be left in the halls overnight without the prior approval of the University Liaison and/or Building Coordinator.
  - h. Within 72 hours after the application of finish, the floors shall be burnished with a UHS non-propane burnisher and a natural-hair pad or other pad appropriate for the finish.
  - i. Special care will be taken while performing floor cleaning and maintenance procedures



as the contractor is liable for any damage caused by the floor cleaning and maintenance operation. Due to the age and architectural differences in buildings certain floor surfaces may need differing treatment other than that stated above. Due to the various types and applications of hard floors, it will be necessary to determine in advance how a particular floor is to be cleaned or finished. The method of cleaning and finishing should be approved in advance by the University representative.

3. **Products and equipment to be used:** Floor care products to be used must be approved by the University and should meet the general requirements noted below.
  - a. The stripper used shall be a non-ammoniated stripper suitable for use on and not be harmful to any type of hard, resilient flooring (when used as directed). It shall not discolor or soften floor tiles. It shall have no harmful or objectionable odors associated with it nor shall it develop objectionable odors when mixed with water. Product pH shall be between 12 – 14. Preference shall be given to certified green stripping products.
  - b. The finish shall be products intended for use on resilient tile flooring. They shall be non-yellowing. The film from the products shall have adequate flexibility and adhesion so that it adheres to the floor surface without checking, cracking or peeling. The film from the products shall be water and detergent resistant—it shall show no permanent whitening and no more than minimal temporary dulling from water or detergent mopping solution. The sealer and finish must be compatible products. The sealer and finish must meet or exceed industry requirement for slip resistance in accordance with CSMA and ASTM slip resistance standards of a minimum 0.5 static coefficient of friction as determined by ASTM D-2047, or equivalent certification. Preference shall be given to certified green finishes.
  - c. The finish shall be a blend of modified acrylic polymers, waxes and resins. It shall have optimum gloss retention, scuff resistance, and black mark resistance. It shall contain a minimum of 16% solids. The film resulting from the product shall be capable of being buffed and maintained with a 1500-2000 rpm burnisher and a hog-hair burnishing pad.
  - d. No propane powered equipment shall be used.
4. **Quality of Workmanship:** All work shall be quality work performed according to industry standards and to the complete satisfaction of the University. Work will be inspected by the University Representative as it is done or when work log sheets are turned in. Work must pass a quality assurance inspection before it is considered completed. Work which fails to pass inspection shall be repaired or redone so that it meets the quality standard as described in the Floor Work Standards below.

#### **Floor Work Standards**

- **All surfaces:** Furniture, walls, doors, door frames and other surfaces adjacent to or within the areas being worked on shall be kept or cleaned free of splashed stripping solution. The contractor shall be responsible for any damage caused by stripper splashing.
- **Baseboards and corners:** Baseboards and corners shall be stripped and cleaned

of dirt, grit and old finish.

- **Door frames:** Dirt built up on door frames next to the floor shall be removed.
  - **Floor preparation:** All old coats of sealer and finish shall be stripped from the floor and the floor shall be cleaned to provide a clean, dust and grit-free surface on which to apply new sealer and finish. The floor shall be adequately rinsed prior to applying sealer or finish so that all cleaning solutions are removed.
  - **Proper use of stripper:** Stripper shall be used in accordance to manufacturer's directions. Stripper shall be tested in an inconspicuous area of the floor to assure that floor tile will not be damaged or discolored. Excessive set time of stripping solution can damage floor tiles and floor tile adhesive and shall be avoided. Contractor shall be responsible for any damage resulting from the improper use of stripper.
  - **Application:** New finish shall be applied to provide a clean, smooth, streak-free finish. A minimum of five (5) coats of finish are required (unless an approved high solids finish is used).
  - **Floor shine:** Floors shall have a clear high-gloss shine free of dirt; any dusts created by burnishing shall be picked up and removed.
5. **Personnel Qualifications:** Personnel used for the performance of floor work shall be properly trained and qualified for work of this type. Personnel of the contractor shall observe all regulations of the University. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly, or otherwise unable to perform assigned work.

## O. CARPET CARE SPECIFICATIONS

Except in departmental office spaces, carpet shampooing is done at least annually. Exhibit B indicates the established minimum cleaning schedule for carpets. This may be increased subject to weather conditions and traffic patterns within the buildings.

1. **Extraction:** Carpet extraction (with a pre-spray followed by rinse and extraction) is the approved carpet cleaning method for annual carpet cleaning. It is the responsibility of the contractor to operate equipment correctly. Carpet damaged due to improper extraction methods is the liability of the contractor.

Frequency will be determined by weather conditions and the appearance of the carpet; however, the unit price shall prevail if frequency is considered excessive.

- The **extraction** method will be used when cleaning. Chemicals shall be applied via pre-spray, allowed a set time, and then be followed by clean water rinse and extraction.
- Carpet extraction shall be documented through the work order system. Extraction shall be inspected after work log sheets are turned in. Should inspection determine poor quality work, repeated shampooing at no extra charge will be requested.
- Walls, furniture and other surfaces will be wiped clean of any splashes when complete.
- The furniture moved during extraction will be replaced to the original order.

- Waterproof material will be placed under the legs and bases of furniture until carpet is dry, and then it shall be removed.
  - Carpet cleaning will be set up with individual buildings contacts and schedules as to not interfere with campus operation or business.
2. **Frequencies and Schedule of Work:** All rooms on the schedule are entitled to be extracted at least once annually at no charge. Should more extractions be required, the unit price will prevail and may require departmental funding; however, this is subject to prior approval.

**P. MAT CARE**

Entry mats shall be extracted thoroughly during and after winter as necessary to prevent ice melt residues from being transferred to other floors in the buildings. Mats may need to be extracted at other times of the year, depending on use and condition.

**Q. SNOW REMOVAL**

Snow removal for the buildings included in this RFP must be completed for 7:00 a.m. opening and at the end of the shift if it continues to snow or if there is drifting. The stairs and handicap ramps will be cleaned in their entirety. Sidewalks will be cleaned away from the buildings as far as necessary to where the grounds equipment can take care of it. Ice melt or a fertilizer product will be used. Products must be approved by University liaison. These compounds will be provided by Contractor. Snow/Ice removal takes priority and is considered a safety issue. Snow/Ice will be removed whenever needed 24 hours a day, seven days a week, unless specified by the University. All entrances will be cleared a minimum of **10 feet radius from center of door** of building entrances, or to where landscape service equipment can access.

A penalty of 1% will be deducted from the monthly invoices for each snow event if snow removal is not performed as specified above.



Carpet extraction:

\_\_\_\_\_cents per square foot plus \_\_\_\_\_set-up fee.

Set-up fee will be waived for scheduled work of more than \_\_\_\_\_sq. feet  
or, check here \_\_\_\_\_, if set-up fee is for all jobs no matter how large.

Floor restoration (strip, seal and re-finish):

\_\_\_\_\_cents per square foot plus \_\_\_\_\_set-up fee.

Set-up fee will be waived for scheduled work of more than \_\_\_\_\_sq. feet  
or, check here \_\_\_\_\_, if set-up fee is for all jobs no matter how large.

State any applicable maximum price increases for renewal years after initial term:

Renewal Year 1: \_\_\_\_\_%

Renewal Year 2: \_\_\_\_\_%

Renewal Year 3: \_\_\_\_\_%

Renewal Year 4: \_\_\_\_\_%

Renewal Year 5: \_\_\_\_\_%

Renewal Year 6: \_\_\_\_\_%

Renewal Year 7: \_\_\_\_\_%

**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 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 Minority 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 Minority and Diverse owned Dollars: \$ 400,000
  - 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 firm subcontracting, publicize contract 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 Minority and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Minority 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 at [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: \_\_\_\_\_