

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
PEST CONTROL SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI HEALTH CARE
RFP # 24005
DUE DATE: AUGUST 17, 2023
TIME: 2:00 PM CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Kyla Rogers
Sr. Business Services Consultant
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: JULY 13, 2023

RFP # 24005

PEST CONTROL SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Pest Control Services, **RFP #24005** which will be received by the undersigned at UM Supply Chain, until **AUGUST 17, 2023, at 2:00 PM CDT. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

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:

Kyla Rogers
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
573-882-8212
rogersk@umsystem.edu

All questions regarding the RFP must be received no later than 12:00 PM CDT on August 9, 2023.

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:
Kyla Rogers
Sr. Business Services Consultant
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

UNIVERSITY OF MISSOURI/MU HEALTH CARE GENERAL TERMS AND CONDITIONS

Except as otherwise specifically provided herein:

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the person or entity that is responding to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Governing Laws and Regulations:** Any Contract issued as a result of this Solicitation shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles. Any action to enforce the provisions of a Contract issued as a result of this Solicitation shall be brought in a court of competent jurisdiction and proper venue in the State of Missouri. Additionally, the Supplier shall comply with all local, state, and federal laws, ordinances and regulations related to the performance of the Contract to the extent that the same may be applicable.
2. **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.
3. **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). Neither the issuance of this Solicitation, resulting Contract nor any other conduct, action or inaction of any University representative relating to the Solicitation and any resulting Contract is a waiver of sovereign immunity by the University. Any indemnity language in proposed terms and conditions will be modified to conform to language acceptable to the University.
4. **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 Respondent 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.
5. **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 the awarded Contract, the University reserves the right to cancel the Contract with 30 days' notice.

6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services as a result of this Solicitation, the Supplier and all subcontractors shall not discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, national origin, ancestry, religion, sex, pregnancy, sexual orientation, gender identity, gender expression, age, disability, protected veteran status, or any other status protected by applicable state or federal law. The Supplier 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, certain veterans and based on sexual orientation and gender identity, and shall comply with such laws, rules and regulations as each may be amended from time to time. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government and/or State of Missouri. Accordingly, the provider of goods and/or services shall comply with federal and state 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), certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507), and work authorization programs including E-Verify (Immigration Reform and Control Act of 1986). Supplier shall comply with contract clauses required by the Government in such circumstances, and such clauses are incorporated herein by reference.

8. **OSHA requirements:** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth at the time of submission of the response. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the Supplier is awarded the Contract hereunder, the Supplier must notify UM Procurement immediately in writing.

9. **Anti-Discrimination Against Israel Act:** If the Contract resulting from this Solicitation 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 the Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

10. **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.

- 11. Applicable Health Related Laws and Regulations:** If these specifications or any resulting Contract involves health care services or products, then the following provisions apply: (i) 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 any other regulatory agency; (ii) Supplier represents that it is not excluded from participating in federal health care programs including Medicare and Medicaid, and is not debarred or suspended or listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs; Supplier will notify University if it becomes excluded, debarred, or suspended during the term of the resulting Contract, Supplier will correct any breach of warranty at Supplier's sole expense. University does not waive any warranty by acceptance of goods, services or payment, and reserves all rights and remedies; and (iii) If the Supplier should be deemed a subcontractor of the University subject to the disclosure requirements of 42 U.S.C. § 1395x(v)(1), Supplier shall, until the expiration of four years after the furnishing of services pursuant to the resulting Contract, make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the resulting Contract and the books, documents and records of services that are necessary to certify the nature and extent of the costs incurred under this resulting Contract by Supplier. If services or any duties of the resulting Contract are through a subcontractor with a value or cost of \$10,000 or more over a 12-month period with a third party, such subcontract shall contain a clause to the effect that should the third party be deemed a related organization, until the expiration of four years after the furnishing of services pursuant to such subcontract, the third party shall make available upon request to the Secretary, U.S. Department of Health and Human Services, and the U. S. Comptroller General, or any of their duly authorized representatives, a copy of the subcontract and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this resulting Contract by Supplier. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by either Party as a result of this resulting Contract; (iv) In relation to and for purposes of compliance with the "Stark" law, 42 U.S.C. § 1395nn, Supplier represents and warrants that: (i) it is not

a physician owned distributor or “POD”, (ii) it is not owned by one or more providers or physicians (as defined by the Stark law), and (iii) there are no physicians or providers with investment interests in the Supplier, in the case of (ii) and (iii) where any such ownership or investment interest would cause this arrangement to create a financial relationship between a “DHS entity” and a physician (hereinafter a “Stark Entity”). In the event the above representation and warranty changes so that it is inaccurate, Supplier will provide University with prompt written notice and the parties will negotiate any amendments to this Agreement necessary to ensure compliance with the Stark law.

12. **Excluded Individuals/Entities:** 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):** Supplier will monitor and comply with CDC and other federal, state, and local guidance related to any pandemic or global health concern; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
14. **Inventions, Patents, and Copyrights:** The Supplier 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 Supplier shall indemnify, 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 Supplier’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 Supplier shall execute such documents as the University may require for the perfection thereof.
15. **Gifts:** Any Respondent to this Solicitation or Supplier shall refrain from 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. **Third Party Software:** If the resulting Contract contemplates or requires the use of third-party software, Supplier represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of the resulting Contract or that it has authority to modify such third-party software’s terms and conditions to be subordinate to the resulting Contract. Supplier shall indemnify and defend University against all claims resulting from an assertion that any such third-party terms and conditions are not in accord with, or subordinate to, the resulting Contract.
17. **University Premises:** If this resulting Contract requires Supplier’s presence on University’s premises or in University’s facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and

policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

18. **Use of University Marks:** Supplier shall not use the name or indicia of the University, nor of any of University's employees, in any manner of publicity, advertising, or news releases without prior written approval of the University.
19. **Debarment and Suspension Certification:** The Supplier certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
20. **Cooperative Purchasing:** The intended coverage of this Solicitation, and any Agreement resulting from this Solicitation, shall be for the use by any MU Health Care location. It shall also be available for use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, as applicable. MU Health Care has various affiliates and is also a member of a collaborative called Health Network of Missouri.

MU Health Care (MUHC) seeks to make the terms and prices of this Contract available to MUHC's affiliates and Health Network of Missouri members. Unless specifically included in the scope of this Solicitation, extension of the terms and prices to any or all affiliates and/or Health Network of Missouri members is at the discretion of Supplier and shall not be considered in the award of this Contract. The contractor shall further understand and agree that participation by affiliates and/or Health Network of Missouri members is discretionary on the part of these institutions, and MU Health Care bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

21. **Contract Assignment:** 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.
22. **Contract Termination for Cause:** In the event the Supplier violates any provisions of the resulting Contract, the University may serve written notice upon Supplier 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 Supplier; but the liability of Supplier and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
23. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the resulting Contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
24. **Force Majeure:** University shall not be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of University. Such causes shall include, without limitation, war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil

commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies, and the like.

25. **Warranty and Acceptance:** The Supplier expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the Solicitation, (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 Supplier upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.

26. **Accounting Practices:** The Supplier 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 Supplier 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. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.

27. **Personal Information:** If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

UNIVERSITY OF MISSOURI/MU HEALTH CARE INSTRUCTIONS TO RESPONDENTS

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the organization that is interested in or responds to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Solicitation Document:** Respondents are expected to examine the complete Solicitation document and all attachments including, but not limited to, drawings, specifications, and instructions. Failure to do so is at Respondents’ risk. It is Respondents’ responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the Solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the Solicitation to a single source.

Any and all communications from Respondents regarding specifications, requirements, or the Solicitation process should be directed to the University buyer of record referenced.

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

2. **Preparation of Solicitations:** All Solicitation responses must be submitted in the format as specified in the detailed specifications. To receive consideration, Solicitation responses must be received prior to the due date and time stated.

Unless otherwise specifically stated in the Solicitation, all specifications and requirements constitute minimum requirements. All Solicitation responses 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 Solicitation clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Solicitation, all pricing submitted in response to this Solicitation 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 solicitation financial form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at Supplier's expense, all items that are furnished which are not acceptable as equals to items specified and Supplier agrees to replace such items with satisfactory items at the original proposed price.

Time will be of the essence for any orders placed as a result of this Solicitation. 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 Suppliers response and accepted by the University. Unless otherwise specified in the detailed specifications or financial form, pricing shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed. Risk of loss damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.

- 3. Submission of Solicitation:** Respondent shall furnish information required by the Solicitation in the form requested. All Solicitation responses shall be submitted by a duly authorized representative of Respondent's organization.

By submitting a response to this Solicitation, Respondent agrees to provide the specified equipment, supplies and/or services in the Solicitation, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, Respondent certifies that: (1) the Solicitation response 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) Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham response to this Solicitation; (3) Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) Respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with the University and providing such information for that purpose. The University will treat such personal information in accord with §105.1500, RSMo. Respondent acknowledges that the University (1) is not requesting such personal information be submitted by Respondent in response to the Solicitation, (2) it does need Respondent's personal information, and (3) should Respondent choose to submit personal information in its response, it must be clearly marked.

- 4. Withdrawal of Solicitation Response:** Prior to the date and time designated for receipt of Solicitation response, Respondent may withdraw their response by providing written notification from a duly authorized representative of the Respondent and received at the designated location prior to the date and time set for the solicitation closing. Solicitation responses may be withdrawn in person before the solicitation closing upon presentation of proper identification. Respondent may not withdraw its response for a period of ninety calendar days after the time designated for receipt of Solicitation responses, unless the response contains an obvious and documented error for which it would be a manifest injustice to require Supplier to perform pursuant to such terms.
- 5. Open Records & Confidentiality:** All submissions, information, and materials received by the University in connection with a Solicitation response shall be deemed open records pursuant to 610.021 RSMo. If Respondent believes any of the information contained in Respondent's response is exempt from

610.021 RSMo, 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.

6. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University before Contract award. Upon discovering an apparent clerical error, the University shall contact Respondent and request clarification of the intended submission. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of Respondent's response in order to verify the intent. 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 Solicitation and whose submission 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 Respondent to perform as required; whether Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of Respondent; the quality of past performance by Respondent; the previous and existing compliance by Respondent with related laws and regulations; the sufficiency of Respondent's financial resources; the availability, quality and adaptability of Respondent's equipment, supplies and/or services to the required use; the ability of Respondent to provide future maintenance, service and parts.

The University reserves the right to make multiple awards, to accept or reject any or all responses, and to waive any technicality or informality in response to the Solicitation at the University's sole discretion.

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 of Management Services, UM System shall be final and binding upon all parties.

7. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a Contract with the University in a form approved by the University. The Contract Documents shall include, unless otherwise specified in the resulting Contract, the Advertisement for Solicitation, Specifications and Addenda, Exhibits, Solicitation Form and Terms and Conditions, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.
8. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered, but they will not be considered in determination of award unless specifically stated in the line attributes or attached Detailed 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 or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

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

The University encourages Respondents 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 Respondents who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

9. Shipments shall be marked as directed on the resulting Purchase Order or Contract.
10. The University shall not be responsible for articles or services furnished without a Purchase Order.
11. All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.

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

1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri Health Care (hereinafter referred to as "University") with an organization (hereinafter referred to as "Consultant"), to provide a Pest Control services as described herein. The awarded vendor will make the services accessible to any current and/or future affiliates the contract awarded as a result of this RFP, if desired.

The University of Missouri Hospital anticipates the completion of a new 323,000 square foot Women's and Children's tower by June 2024. This location will be considered a future add-on to this contract.

2. SCOPE

University of Missouri Health Care seeking proposals from experienced pest control companies to provide scheduled interior and exterior pest management services for the University of Missouri Healthcare system.

The University of Missouri Healthcare reserves the right to add or removed buildings from the list below, as well as the ability to add or remove similar, related services to/from this contract as needed.

General Requirements

- The successful Contractor shall provide interior and exterior extermination services for the term of the contract, for roaches, ticks, fleas, ants, silverfish, spiders, bed bugs and other flying and crawling insects; as well as mice and rats. The University may request the Contractor perform assessments to determine if any pest are present and then take the appropriate measures to address the pest issue.

- Routine treatments, calls backs and service requests as needed shall be made to guarantee control of pests for the contract period at the locations listed below:

CURRENT ROUTINE SERVICE LOCATIONS (Timeframe April-October):

NOTE: Proposal must include exterior treatments for facilities below

*NOTE: Facilities with ** include kitchen and require weekly kitchen drain treatments*

**University of Missouri Hospital and Clinics (UHC)	1 Hospital Drive, Columbia, MO
**Women's Hospital (WH)	404 Keene Street, Columbia, MO
Women's Hospital Health Pavilion (WH HP)	404 Keene Street, Columbia, MO
**Missouri Orthopaedic Institute (MOI)	1100 Virginia Avenue, Columbia, MO
University Physicians Medical Building (UPMB)	1020 Hitt Street, Columbia, MO

Fairview Digestive Health & Internal Medicine Clinic	101 S Fairview Road, Columbia, MO
South Providence Medical Building (SPMB)	551 E Southampton Drive, Columbia, MO
Skin and Dermatology Center	4230 Discovery Ridge Drive
Smiley Lane Internal Medicine & OB/GYN Clinic	2325 Smiley Lane, Columbia, MO
Quarterdeck Office Complex/Building (QD)	2401 LeMone Industrial, Columbia, MO

SITE TOUR

A MANDATORY tour to view the site has been scheduled for AUGUST 03, 2023, at 9:00 AM CDT. Please notify KYLA ROGERS by email at rogersk@umsystem.edu before AUGUST 02, 2023, AT 4:00 PM CDT.

The purpose of the tour is to allow potential respondents the opportunity to inspect the area. Each respondent is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities and/or another 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.

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, 28,000 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.

MU HEALTH CARE. As part of the state's premier academic health system, University of Missouri Health Care offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri's 114 counties are served by approximately 640 faculty physicians, an additional 200 healthcare providers. The full complement of clinical staff includes a total of 6,000 physicians, nurses and health care professionals at MU Health Care. With initiatives such as the Culture of Yes and healthy lifestyle challenges, MU Health Care is a premier destination not only for patients, but also for job seekers.

MU Health Care is comprised of five hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, and Women's Hospital, as well as 58 outpatient clinics. The inpatient hospitals have a combined 595 beds. Affiliates of MU Health Care include Capital Region Medical Center, Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health Care also partners with Cerner Corporation, a Missouri based supplier of health information technology solutions, services, devices and hardware through the Tiger Institute for

Health Innovation. The Tiger Institute serves as MUHC's IT function along with working alongside MUHC clinicians and staff to develop innovative improvements to Cerner technology products. The health system is consistently ranked as a top performer in information technology advances. MU Health Care's Ellis Fischel Cancer Center is an affiliate of MD Anderson Cancer Network.® MU Health Care is one of only two tier-one safety net health systems in Missouri (the other being Truman Medical Center in Kansas City).

4. CONTRACT PERIOD

The contract period shall be from the November 1, 2023, for a one (1) year initial term with the option by the University to renew for four (4) additional annual terms.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Proposals must be submitted in the number and manner as specified below:

Volume I – Functional Section is to be submitted with two (2) total copies, one (1) original paper and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information and Supplier Diversity Participation Form.**

Volume II – Financial Section must be submitted in a separately sealed envelope with two (2) total copies, one (1) original paper, and one (1) electronic copy via flash drive (not password protected) in PDF format and must contain:

*Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response. All proposals must be enclosed in a sealed envelope plainly marked: **Request for Proposal #24005 for Pest Control Services, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Kyla Rogers.**

Responses to this document must address issues in the order provided.

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

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

7. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS –

Liability:

The Consultant agrees to define, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Consultant, its employees, or agents in performance of the work under this Agreement.

Insurance:

The Consultant shall provide and maintain, during the life of the Agreement, insurance acceptable to the University which will afford protection and coverage in accordance with the requirements set forth below:

Commercial General Liability Coverage comparable to Comprehensive General Liability coverage to protect the Consultant and any Sub-consultant performing work covered by this Agreement from claims for damages for personal injury, bodily injury (including wrongful death), and from claims for property damage which may arise from the operation under the Agreement. The coverage will provide protection for all operations by the Consultant or any Sub-consultant or by anyone directly or indirectly employed by either of them. In addition, the coverage is to include "The Curators of the University of Missouri" as "Additional Insured." The amount of the insurance shall not be less than a minimum of \$1,000,000 combined single limit, per occurrence and aggregate, for both bodily injury and property damage combined.

In lieu of the "Additional Insured" endorsement, an Owners-Contractors-Protective policy may be provided evidencing "The Curators of the University of Missouri" as the Named Insured.

Professional Liability Insurance will be provided by the Consultant to cover any claims, including but not limited to errors and omissions, which may arise from the work performed by the Consultant, Sub-consultant, or anyone directly or indirectly employed by them. The coverage provided will not be less than \$1,000,000 per occurrence and aggregate.

All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and all coverage placed are subject to the University's approval as to form and content, as well as Carrier. All required coverage shall be obtained and paid for by the Consultant.

The Consultant shall furnish the University with certificates, policies or binders which indicate the Consultant and/or the University and other Consultants (where required) are covered by the required insurance showing type, amount, class of operations covered, effective dates and dates of expiration of policies prior to the University issuing a Notice to Proceed.

8. VENDOR VETTING VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS

MUHC uses a vendor registration company, “Reptrax” to track required vendor and vendors’ representative credentials. Vendors must complete an on-line registration and receive notification of an “approved” vendor status before visiting any department or location outside of the check-in area. It is the vendor’s responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by MUHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various MUHC sites near the general entrances for this purpose.

BACKGROUND AND HEALTH SCREENING REQUIREMENTS ON SITE, NON-CLINICAL CONTRACT PERSONNEL UNIVERSITY OF MISSOURI HEALTH CARE

The following terms and conditions apply to any “Vendor” providing non-clinical services within University of Missouri Health Care (customer) and their personnel, when the work assignment period is thirty days or longer. Vendors’ assigned personnel, hereinafter referred to as “Staff” must comply with minimum requirements in order to work on site. University of Missouri Health Care reserves the sole discretion to waive or modify any requirements detailed below.

Indemnification of Customer.

Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, its Officers, Agents, Employees, and Volunteers (Customer) from and against all loss or expense from any cause of action arising from Vendor’s operations. Vendor 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 Vendor, or at the option of the Customer, agrees to pay to or reimburse the Customer for the defense costs incurred by the Customer in Connection any such liability claims, or demands.

The parties hereto understand and agree that the Customer 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 Customer, or its officers, employees, agents, or volunteers.

Vendor and Vendor’s Staff

Before any Staff may perform any Services, in the discretion of the Customer, Vendor must thoroughly investigate the Staff’s background and work history at no additional charge. At a minimum, Vendor must:

- a. Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven years immediately preceding the staffing assignment. Investigation must include a verification of U.S. General Service Administration (GSA) - System for Award Management (SAM). Vendor must provide Customer with results dated within thirty (30) days of staffing assignment start date;

- b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date;
- c. Perform and provide satisfactory result of the following background checks on staff assigned to Customer. The checks must be performed on an annual basis and always current, having been checked within previous thirty (30) days.

**Office of Inspector General – Exclusion and Debarment Listing
Disqualification Listing
Missouri Department of Health and Senior Services**

- d. Acknowledge and agree that Customer may additionally perform background screenings for those individuals. If the employee has a criminal record, Customer will decide if the convictions are relevant to the position for which they are being considered and either accept or deny assignment.
- e. Administer an 8-panel drug screen within thirty (30) days of staffing assignment start date. Agency must provide Customer with results prior to assignment start date; Vendor acknowledges that MUHC has implemented a policy requiring an **eight-panel** drug and alcohol test for all staff (1) initially, at the time that the staff member is conditionally offered employment as a member of the workforce of MUHC; and (2) when there is reasonable cause to believe that a member of staff is under the influence of such substances while on MUHC premises.

In accordance with this policy, Vendor agrees that prior to placing any staff for assignment MUHC, the Vendor shall advise the staff member(s) of the existence of MUHC's policy and the staff member (1) will be required to submit to a **eight panel** drug and alcohol testing at the time of the assignment to MUHC; and (2) when there is reasonable cause to believe that a staff member is under the influence of such substances while on MUHC premises, the staff member will be required to submit to a **eight panel** drug and alcohol testing. Vendor agrees to bear the total expense of the initial testing of their staff members and any subsequent testing that may be required by the University as stipulated in (2) above. Any failure on behalf of the Vendor or Vendor's staff to comply with the policy will result in immediate removal of staff member from MUHC and may result in immediate cancellation of the contract.

- f. Obtain and provide to customer at least two performance references from the staff's most recent employment (no older than 12 months). The reference must be from an actual work supervisor or manager and that person must indicate that staff would be eligible for re-hire by them;
- g. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the staff and any other work permit documentation for the staff as required by federal law or regulation. Copies of actual documentation must be provided to customer prior to staffing assignment start date;
- h. Verify staff's identity by examining staff's current photo identification or a copy of current photo identification and provide this to customer; photos should be ideally be in a .jpeg format and taken in front of a neutral background, shoulders and above.
- i. Verify the staff's current resume or application and ensure it contains all work history and personal contact information, resume must be provided to customer prior to placing any staff for assignment at UMHC.

- j. Ensure that a copy of the staff's current job description and staff have completed the appropriate skills checklists and those are provided to customer prior to interview;
- k. Ensure that staff have completed and signed Customer Access and Confidentiality Agreement, Culture of Yes Agreement, and ID Badge Authorization Form and those are provided to Customer;
- l. If needed to perform job requirements Customer must obtain primary source verification of licensure, registration, certification, and/or education;
- m. Staff must complete the Non-Clinical Courtesy Appointment Orientation Form. Form should be returned within 10 days to Human Resources for inclusion in Staff member's file; Vendor must complete the health and background screening attestation to this Agreement warranting that: (a) Vendor has completed a background check and health screening for each Staff in accordance with the requirements set forth in this agreement; (b) there has been no break in service of the Staff with the Vendor since conducting these background checks and health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customer under this Agreement; or (ii) otherwise impact patient health or safety.

Immunizations and Health Screening Requirements

Immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of Missouri Healthcare (MUHC). Agencies, independent contractors, and Contractors with patient contact are required to provide documents to MUHC Staff Health Services showing the following immunizations and Tb screening(s) prior to starting their work assignment at MUHC. For individuals from these groups, the records must be accessible to MUHC Staff Health Services prior to starting work. Records must be available within twenty-four hours of formal requests **any time** during the assignment if not given by Staff Health Services.

Requirements:

- a. Documentation of immunity to Measles (also known as Rubeola), by **two** doses of live Measles vaccine after the first birthday, or a blood test record showing Measles disease history. Any person born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.
- b. Documentation of immunity to Mumps by **two** doses of live Mumps vaccine or a blood test showing Mumps disease history. Those born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.
- c. Documentation of Rubella immunity by **one** vaccination or blood test showing disease history.
- d. MMR administered **twice** after 1st Birthday, at least 28 days apart and at least once after 1980.
- e. Documentation of immunity to Chickenpox (also known as Varicella), by **two** vaccinations or a blood test showing Chickenpox disease history.
- f. Documentation of two Tb skin tests, with one in the past twenty-four months, and a second one within **three** months of starting your MUHC assignment.
- g. If no records are available for the Tb testing, a 2-step Tb skin test or QFT (at nurse's discretion) is required.
- h. Annually, during your birth month, Tb testing must be updated (1 or 2-step skin test or QFT, at nurse's discretion).

- i. Each fall between October 1st and mid-November, a flu vaccine is required. This can be completed at a Staff Health Services Flu Shot Clinic or elsewhere. If completed elsewhere, it is the staff member's responsibility to provide documentation to Staff Health Services.
- j. Acceptable immunizations/tests documentation could include:
 - 1. A copy of immunization booklets signed by a physician.
 - 2. A copy of records from a physician's office, hospital, county health department, or school, showing dates of immunizations, blood tests, or Tb skin test results.
- k. Documentation of COVID-19 vaccination. Either one dose of the Johnson and Johnson vaccination, or two doses of the Pfizer or Moderna vaccination. Vaccination from another manufacturer will be evaluated by our Staff Health Services Department.

If agency, Contractor, or contract staff have not completed their immunizations/testing or cannot provide proper documents, they will be required to have their vaccinations/testing completed at MUHC Staff Health Services. The agency, Contractor, or independent contractor agrees to pay MUHC the following amounts if vaccinations/testing of these individuals occurs at MUHC Staff Health Services. Immunizations and testing records received at outside medical facilities must be available on hire and within twenty- four hours anytime during the assignment.

The **current** costs of Tb skin tests, vaccinations, and testing at MUHC Staff Health are listed below.

<u>*VACCINATIONS</u>	<u>COST</u>
MMR (series of 2 vaccines)	\$65.00/each
Tuberculin (TB Skin test)	\$5.00/each test
QFT (TB blood test)	\$26.00/each test
Chickenpox (series of 2 vaccines)	\$110.00/each
Hepatitis B (series of 3 vaccines)	\$55.00/each
Tetanus/diphtheria/pertussis (one vaccine)	\$50.00/each
Annual Flu vaccine	\$00.00/each

<u>*BLOOD VERIFICATION OF DISEASE</u>	<u>COST</u>
Chickenpox titer	\$25.00
Measles titer	\$20.00
Mumps titer	\$15.00
Rubella titer	\$15.00
Quantitative Hepatitis B antibody	\$15.00

Performed only for those with positive Tb skin tests:

*Chest x-ray (confirms no active Tb)	\$296.00
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*Costs are subject to market changes without prior notice.

An updated staff roster from the Contractor must be provided to the Manager of the Contract on a monthly, no exceptions basis.

9. BUSINESS ASSOCIATE REQUIREMENTS

If the services requested by MUHC via this RFP require the respondents to use and/or disclose protected health information (PHI), a "Business Associate" relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

1. Names;
2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
4. Telephone number;
5. Fax number;
6. Electronic mail addresses;
7. Social Security Number (SSN);
8. Medical record number;
9. Health plan numbers;
10. Account numbers;
11. Certificate or license numbers;
12. Vehicle identification/serial numbers, including license plate numbers;
13. Device identification/serial numbers;
14. Universal resource locators (URL's);
15. Internet protocol (IP) addresses;
16. Biometric identifiers;
17. Full face photographs and comparable images;
18. Genetic information; or
19. Any other unique identifying number, characteristic or code

If a Business Associate relationship is determined to exist, the awarded supplier will be required to sign the University's Business Associate Agreement at the time of contract execution.

10. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. It is mandatory that the respondent must have at least five (5) year's experience in pest control and at least two years being healthcare related or comparable. **Confirm Compliance YES OR NO**
2. It is mandatory that the respondent must inspect the sites of the proposed work, and shall inform themselves fully as to the conditions under which the work is to be done. By responding to this Request for Proposal, the Contractor agrees/understands all the required obligations, and the scope of the work, and the Contractor shall not make any claim for cancellation of relief. **Confirm Compliance: YES or NO**

3. It is mandatory that the respondent provide three (3) current large client references, (with at least one being healthcare related or comparable and number of years services provided) by institutional name, contact person's name and phone number who are able to provide information to support your ability to perform this contract. **Confirm Compliance: YES or NO**
4. It is mandatory that the successful Contractor shall plan and maintain each facility listed in the Detail Specifications & Special Conditions under the General Requirements Section. **Confirm Compliance: YES or NO**
5. It is mandatory that the respondent provide Pest Management Log Books to be furnished and maintained by Contractor, one logbook per facility. Logbooks will consist of the following information: **Confirm Compliance: YES or NO**
 - Description of Pest Management Program
 - Labels and Material Safety Data Sheets for materials used
 - Service Technicians Log Reports
 - Map of multi – catch and bait station and insect light trap locations. Indicate how you will identify where these are.
 - Treatment Provided/Service Reports
6. It is mandatory that you describe your treatment plans in detail, including how treatments are delivered (i.e. preventative treatment for bugs and pests) and any modern technologies or innovations used that would provide an additional quality of service. All regulatory standards (Federal and State) must be met for all eradication services performed throughout the contract period. An exterior map location of rodent boxes must also be provided. **Confirm Compliance: YES or NO**
7. It is mandatory that services provided be inspected internally by Contractor for quality assurance. **Confirm Compliance: YES or NO**
8. It is mandatory that Contractor respond to service request within 24 hours (including weekends, holidays, and after business hours). You must provide MUHC with emergency contact information for the account manager as well as the service technician. **Confirm Compliance: YES or NO**
9. It is mandatory that you are able to provide services when requested to MUHC clinics and support buildings not currently listed on the "Current Routine Service Locations" in the Columbia, MO area as well as several MUHC clinics, support buildings and ambulance bases in surrounding areas: Fulton MO, Jefferson City MO, Ashland MO, Boonville MO, Fayette, MO, and others that may be added as MUHC adds locations. **Confirm Compliance: YES or NO**
10. It is mandatory that Contractor is able to provide Gilbert Insect Control Light management. **Confirm Compliance: YES or NO**
11. It is mandatory that the work shall be done by certified commercial application personnel. Contractor must provide copy of current Missouri State Pest Control employee's license with the Request for Proposal response. Contractor must also provide copies of any new employee's license before work is performed on MUHC owned property or buildings. **Confirm Compliance: YES or NO**

11. DESIRABLE CRITERIA

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

1. Disclose general information about your organization including a brief history and scope of services offered as it relates to this project.
2. Describe your service schedule hours in full detail and how calls are handled on the weekend, after hours, and holidays.
3. What will be your expected time frame in responding to an emergency request?
4. Describe your internal inspection policy including inspection frequency, procedure and measures.
5. It is desirable that the respondents provide the highest quality of Services Technicians. Describe your screening and training process of any personnel for this contract, as well as qualification of key staff. Include current certifications or licenses and dates for next renewal.
6. It is desirable that the respondent have Health Care (Hospital) experience. Describe in full extent and detail.
7. It is desirable for the respondent to provide a recommend a routine scope of services to be performed at the facilities identified on the pricing spreadsheet, include the following information:
 - i. Specific routine service plan by facility
 - a. A service timeline for treatment by facility.
 - b. Describe the recommended treatment methods by facility.
 - c. List any additional services that would be recommended outside the routine service for any of the locations.
8. It is desired that the respondent has experience with various pest, please include a full listing of pest you are experienced with. Also include a list of type of wildlife animal control/removal service you can provide (ie: snakes, bats, other wild animal) and the treatment process for pest services. Include all mandatory requirements, plus any and all services to meet, or exceed expectations for pest control management and describe methods especially sensitive to our environment.
9. It is desired that the respondent provide a detailed description of your methodology for the treatment of bed bugs.

10. It is desirable that respondents have the ability and flexibility to service any added spaces or other changes that reflect a growing organization. Describe how you would manage any changes to the Current Routine Service Locations list and any new locations added during the course of this contract.

REQUEST FOR PROPOSAL FORM

**REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
PEST CONTROL SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
UNIVERSITY OF MISSOURI HEALTH CARE
RFP # 24005
DUE DATE: AUGUST 17, 2023
TIME: 2:00 PM CDT**

Pricing

Provide a detailed price list for all services offered by your organization. Please include any value-added services offered by your organization. If addition fee(s), indicate additional fee amount separately.

- Provide pricing for the Gilbert Insect Control Light Maintenance below under Added Value Services.

	SINGLE	DOUBLE	OWN (Y or N)	LOCATION
GILBERT	0	5	Y	WH
GILBERT	0	3	Y	UMHC
VECTOR	8	2	Y	MOI

- Provide monthly pricing based on the recommended service plan submitted for question 7, on the attached Pest Control Service Location Pricing spreadsheet.

Below provide pricing options for and Value Added Services outside the monthly service pricing.

1. Bed Bug Service (Heat) _____
2. Bed Bug Service (Chemical) _____
3. Gilbert Lights/Vector Light Service _____
4. _____
5. _____
6. _____
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 because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

1. Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.

- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 - Supplier's Total Revenues: \$10,000,000
 - Revenues from University \$: \$ 4,000,000
 - University % of Total Revenues: 40% (#2 divided by #1)
 - Total MBE Dollars \$: \$ 150,000
 - Total WBE Dollars \$: \$ 150,000
 - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
 - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
 - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
 - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): _____

2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? _____

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

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

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

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

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

SMALL BUSINESS CONCERN: Yes No

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

WOMAN OWNED BUSINESS (WBE): Yes No

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

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

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

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

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization, which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer (M)
- Distributor/Wholesaler (D)
- Manufacturer's Representative (F)
- Service (S)
- Retail (R)
- Contractor (C)
- Other (O)

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____