

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
FOR  
LANDSCAPE AND GROUND MAINTENANCE  
ON THE BEHALF OF  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
RFP 31152  
DUE DATE: DECEMBER 15, 2023 3:00PM**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI  
Prepared By:**

**Marissa Johnson  
Strategic Sourcing Specialist  
University of Missouri System Supply Chain  
2401 LeMone Industrial Blvd  
Columbia, MO 65201**

**RFP 31152**

**LANDSCAPE AND GROUND MAINTENANCE**

**INDEX**

**CONTENTS**

Notice to Respondents.....	Below General Terms and
Conditions & Instructions to Respondents_____	Page 4
Detailed Specifications and Special Conditions _____	Page 14
Attachment A Supplier Diversity Participation Form _____	Page 31
Attachment B Supplier Registration Information _____	Page 36
Exhibit 1	Page 38

## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of a **Landscape and Ground Maintenance, RFP 31152** which will be received by the undersigned at the University of Missouri Supply Chain, until **December 15, 2023 at 3:00 PM CST. The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

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: <https://www.umsystem.edu/ums/fa/procurement/bids> or from the Buyer of record 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. **All questions regarding the RFP must be received no later than 3:00 p.m. CST on 12/01/2023.**

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: Marissa Johnson

Strategic Sourcing Specialist

University of Missouri System Supply Chain

2401 LeMone Industrial Blvd

Columbia, MO 65201

**UNIVERSITY OF MISSOURI**  
**REQUEST FOR PROPOSAL (RFP)**  
**GENERAL TERMS AND CONDITIONS**  
**AND**  
**INSTRUCTIONS TO BIDDERS AND RESPONDENTS**

**A. General Terms and Conditions**

1. **Purpose:** The purpose of the solicitation 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 RFB/RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor 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 contractor 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 and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.

6. **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.

7. **Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.
8. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified by a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. The Supplier Diversity Participation Form located at [www.umsystem.edu/media/fa/procurement/Supplier\\_Diversity\\_Participation\\_Form.d\\_ocx](http://www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.d_ocx) provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African- American, Hispanic, Native- American Asian Indian/Pacific), Women (WBE), Veterans (VBE- Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).
9. **Second Tier Diverse Supplier Spending and Reporting:** The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2<sup>nd</sup> Tier spending. There are two ways this can be accomplished:
  10. **Direct 2<sup>nd</sup> Tier spending:** This is diverse supplier spending by a first tier supplier of goods and/or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2<sup>nd</sup> tier spending.
  11. **Example:** Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2<sup>nd</sup> Tier. Dollars that can be tracked and traced to fulfilling the contract.
  12. **Indirect 2<sup>nd</sup> Tier spending:** Calculates the 2<sup>nd</sup> Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
  13. **Example:** Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue.
  14. Company B can report \$20,000 to UMSSC as indirect 2<sup>nd</sup> Tier spending.

15. The Director of Supplier Diversity and Small Business Development can provide more detail.
16. Bidders/Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form located at [www.umsystem.edu/media/fa/procurement/Supplier Diversity Participation Form.d ocx](http://www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.d_ocx). The Bidder/Respondent must describe what suppliers and/or how the Bidder/Respondent will achieve the Supplier Diversity goals. Evaluation of bids/proposals shall include the proposed level of Supplier Diversity participation.
17. Bids/Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during bid/proposal review.
  
18. Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.
  
19. The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/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 contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.
  
20. If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Bidder/Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.
  
21. **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

22. 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.
23. **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, 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.
24. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor 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).
25. Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor 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. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
26. 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 Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C.
27. §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.
28. **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 inequity



29. resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.
30. 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.
31. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the bid/proposal specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
32. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the bid/proposal specifications, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the bid/proposal specifications as surety for faithful performance under the terms and conditions of the contract.
  
33. **Vendor 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 Business Policy Vendor Gifts, section 3:110.

## **B. Instructions to Bidders/Respondents**

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

Any and all communications from Bidder/Respondent regarding specifications, requirements, competitive process, etc., should be directed to the University buyer of record referenced in the RFB/RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the RFB/RFP opening date.

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

**2. Preparation of Request for Proposal:** All Request for Proposal must be submitted in the format and number of copies as specified in the detailed specifications. All proposals must be submitted via electronic mail to Marissa Johnson at [mljgnc@health.missouri.edu](mailto:mljgnc@health.missouri.edu)

Unless otherwise specifically stated in the RFB/RFP, all specifications and requirements constitute minimum requirements. All Requests for Bids/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 RFB/RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the bid/proposal specifications, all pricing submitted in response to this RFB/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. Bids/Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids/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 Bid/Proposal, 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 RFB/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 bidder's Bid/respondent's Proposal and accepted by the University. Unless otherwise specified in the RFB/RFP specifications, all bids/proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

**3. Submission of Proposals:** Bidder/Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids/proposals with incomplete information or which are presented on a different form. Submission of the bid/proposal certifies that the Bidder/Respondent has read and fully understands all RFB/RFP specifications, plans, and terms and conditions.

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

Bids/Proposals, once submitted, may be modified in the system prior to the exact date and time set for the RFB/RFP closing. Bids/Proposals may not be modified after the RFB/RFP closing time and date. Telephone and facsimile modifications are not permitted.

Bids/Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location of the buyer of record prior to the date and time set for RFB/RFP closing. Bids/Proposals may not be resubmitted after the scheduled closing time for the receipt of the bids/proposals.

All bids/proposals, information, and materials received by the University in connection with an RFB/RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Bidder/Respondent believes any of the information contained in the Bidder's bid/Respondent's response is exempt from 610.021 RSMo, the Bidder's bid/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. It is understood that all proposals shall remain firm for a period of at least 120 calendar days from submission.

**4. Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before the contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Bidder/Respondent and request clarification of the intended bid/proposal.

The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Bidder's bid/Respondent's response in order to verify the intent. The Bidder/Respondent is cautioned, however, that its bid/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 Bidder/Respondent whose product or service meets the terms, conditions, and specifications of the RFB/RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder/Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the bidder/respondent to perform as required; whether the bidder/respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder/respondent; the quality of past performance by the Bidder/Respondent; the previous and existing compliance by the Bidder/Respondent with related laws and regulations; the sufficiency of the Bidder's/Respondent's financial resources; the availability, quality and adaptability of the Bidder's/Respondent's equipment, supplies and/or services to the required use; the ability of the bidder/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 Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all bids/proposals and to waive any technicality or informality.

**5. Contract Award and Assignment:** The successful Bidder(s)/Respondent(s) shall, within fifteen (15) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Specifications and Addenda, Exhibits, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

**6. Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon the 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 therefrom, as well as from such termination, shall not be affected by any such termination.

**7. Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**8. Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such a warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

**9. Delivery:** Delivery shall be made FOB University of Missouri, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the bidder.

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

**11. Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

**12. Cooperative Purchasing:** The intended coverage of this RFB/RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care and their affiliates. For more information, see <http://www.umsystem.edu/ums/about/facts/>.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri as well as any affiliates of The University of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions or affiliates is at the discretion of bidders/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 or affiliates is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any

payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

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

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (hereinafter referred to as "University") on behalf of University of Missouri Health Care and its affiliates with an organization or individual (hereinafter referred to as "Contractor"), to provide a **landscape and grounds maintenance** as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. Proposals are to be submitted in (1) electronic copy via email (not password protected). If there is a vendor-related contract that must be signed as part of doing business, it should be included with the proposal response. Subject line of email to read

**"LANDSCAPE AND GROUNDS MAINTENANCE" RFP 31152"** and received no later than **12/15/2023. 3:00 PM CDT.**

**Questions shall be submitted no later than 12/1/2023.**

**All questions must be addressed to: *\*\*Please submit all questions via email to Marissa Johnson at***  
**[mljgnc@health.missouri.edu](mailto:mljgnc@health.missouri.edu)**

**Marissa Johnson**  
**University of Missouri HealthCare**  
**Supply Chain**  
**2401 LeMone Industrial Blvd**  
**Columbia, Missouri 65201**  
**573-882-1546**

**SCOPE OF CONTRACT**

The University of Missouri Health Care is requesting proposals for lawn care services to include landscaping of plants, shrubs, and flowers mowing, trimming, raking, maintaining, and edging the grass at the facilities of the University of Missouri Health Care as needed between January 1<sup>st</sup> and December 31<sup>st</sup>. The specific areas involved are listed as Exhibit 1 with pictures, which are incorporated in this document. The University of Missouri reserves the right to add additional facilities at our discretion as well as the addition of upkeep of plants and trees to maintain a "Four seasons of color" face at specified facilities.

The University of Missouri Health Care reserves the right to make multiple awards and/or to reject any and all respondents. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

**This contract can be utilized by any of the University of Missouri and its affiliates.**

## SITE TOUR

A MANDATORY tour to view the site has been scheduled for (11/28/23) at (10:00 AM) and (11/29/23) at (10:00 AM). Please meet in the main entrance of Capital Region Medical Center located at 1125 Madison St. Jefferson City MO on 11/28/2023 and on 11/29/2023 please meet in the main entrance of South Providence Medical Building. If you desire to tour the site, please notify (Marissa Johnson)

At [mjgnc@health.missouri.edu](mailto:mjgnc@health.missouri.edu) before 5 PM (11/27/23).

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 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.



**Warranty Period:**

The bidder shall provide a complete description of any and all warranties, including the period, offered as part of the bid. Installation agency shall fully guarantee all work and materials for a period of one (1) year from date of acceptance. Should any defects in work or materials appear within the above-mentioned time, the Contractor agrees to repair or replace same without cost to the owner, as directed, immediately upon written notice of such defect from the owner. Trips to the job site shall be made without charge to the owner provided the trips relate to a specific problem related to a defect in equipment or improper installation.

**Financial Disclosure:**

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and UMHC faculty and staff.

**Missouri Contract:**

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

**Contract Period**

The contract period shall be effective **January 1, 2024 through December 31, 2024** with the option by the University to renew for four (4) additional annual terms.

Note: The University would be willing to consider a contract period beyond the initial period noted above if it was financially beneficial to the University to do so.

**Instructions for Proposal Response**

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. **Not responding to each Mandatory specification can and will result in the vendor response being rejected for further consideration.** Respondents are required to fully respond with a 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 Technical Section is to be submitted in the form one (1) electronic copy, and must contain:

- Response to Information for Respondents and General Conditions, Response to Information Technology Standards and Requirements Questionnaire, Mandatory Specifications and vendor responses, and Evaluation Questions 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.**
- 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, and the Business Associate Agreement. Financial statements that may be required are also to be included in this section.

The vendor **must complete and return the University form proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.**

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."

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

Proposals will be awarded based upon the pricing and functional/technical evaluation.

Respondents must meet the mandatory requirements to be "qualified" for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified remaining Respondents will be scored on their ability to meet scored criteria/ evaluation questions, which includes qualitatively,

how specifications are met. A team of University individuals will evaluate and assign points to vendor's responses to the evaluation questions. Financial responses will not be shared with the committee or evaluated until after the scoring of the functional evaluation has been completed by the evaluation team. Procurement will then score the financial proposals. The financial scores will then be combined with the committee's functional scoring to identify the rank of responses. 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.

This solicitation does not commit the University to make any award or to contract for the goods and services described in the solicitation. The University reserves the right to negotiate terms and conditions with the high scoring correspondent. The University intends to award this solicitation to one respondent unless the University deems it to be in their best interest to make the award to a smaller or larger number of respondents. The University will have sole discretion over this decision.

### **PAYMENT TERMS AND CONDITIONS**

The University reserves the right to withhold a portion of the payment until the solution has been fully implemented. The final invoice will be paid thirty (30) days after user acceptance, as defined by the University. Payment terms shall be mutually agreed upon between the successful respondent and the University prior to contract award. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University. A payment schedule may be negotiated with the successful respondent in alignment with implementation milestones.

### **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, 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 University as an 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.

**Note:** Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

**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/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. 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 and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

**Applicable Health Related Laws and Regulations:**

If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor 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, are regulated under federal or state laws with regard to contracting with vendors. The Contractor 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. The contractor 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.

**Consignment**

Requested consignment levels are listed for each item. If consignment agreements other than this document are required, the respondent must submit copies of the agreements with the proposal response. Failure to submit required consignment documents could result in rejection of proposal. All consigned products shall be removed from the premises at the end of the contract period.

**Compensating Controls and Descriptions**

All statements and questions on the spreadsheet are mandatory unless they are not applicable. The Respondent must clearly explain why a given question is not applicable. For all other questions, if a requirement cannot be met, the Respondent still has an opportunity to meet the requirement by the use of compensating controls. In some instances, the University has requested that the Respondent provide a description to accompany their response to a particular statement or question. Descriptions are requested when a "Meets or Exceeds" answer alone could be deceptive without further detail. Compensating controls must be described in full in the appropriate column. When more room is needed to fully explain the compensating control or provide a complete description, attachments can be included in the proposal response so long as such attachments are labeled and cross-referenced in the "Comments, Descriptions or Explanations of Compensating Controls" column. In such circumstances, the vendor must provide a full explanation of the compensating control including an explanation of how the control meets the intent of the original question. The University has the sole right to determine if a proposed compensating control is an acceptable solution and if the details provided describe a solution that truly meets or exceeds the University's needs.

## **MANDATORY SPECIFICATIONS**

1. It is mandatory that the respondent have at least three (3) years of commercial lawn care experience. Confirm Compliance **YES or NO**
2. It is mandatory that the respondent provide three (3) current or within the most recent 24 months, references by institutional name, contact person's name, and phone number who are able to provide information to support your ability to perform this contact. Confirm Compliance **YES or NO**
3. It is mandatory that the successful respondent shall plan, and maintain each facility as described in the above specification. Confirm Compliance **YES or NO**
4. It is mandatory that the vendor mow the grass and keep maintenance weekly, with a maximum mowing height of four inches, but realizes that weather may be a factor requiring variances in the frequency. Lawn will be inspected weekly during any growing season. To increase the frequency of mowing more than weekly, the vendor must obtain approval from MUHC Engineering Services Department Supervisor. Confirm Compliance **YES or NO**
5. It is mandatory that the vendor agrees to present a variety of planting options to the supervisors of the site they are servicing for approval. This includes the variety of colors for flowers, plants and trees that will be planted on the property. **YES or NO**
6. It is mandatory that the vendor will fulfill all of the services listed for each site within the attached excel sheet. **YES or NO**
7. It is mandatory the respondent utilize weed eaters and hand mowers as necessary to trim around signs, islands, posts, drainage structures, trees, mailboxes, driveways, curbs, utility poles and other miscellaneous obstructions. Areas under construction will be cut as much as possible and upon completion of the construction, the contractor will complete the mowing/trimming required in the construction area. Confirm Compliance **YES or NO**
8. It is mandatory the respondent shall perform the work on any day(s) of the week between the hours of 6:00A.M. and 9:00 P.M., and anytime on Saturday and Sunday. All weed eating and mowing around parking areas must be performed after 6:00 A.M. Monday thru Friday and anytime on Saturday and Sunday. Confirm Compliance **YES or NO**
9. It is mandatory that UMHC Engineering Services Manager or the authorized site representative as well as CRMC Director of Facilities and the contractor must mutually understand work priorities, maintenance methods, and management techniques. Upon request and /or necessity, an authorized UMHC Engineering Services representative or CRMC Facilities representative will accompany the contractor to work area to further clarify or describe maintenance methods and procedures. All work described shall be performed under the guidance of the UMHC Engineering Services Manager/the authorized representative and CRMC Director of Facilities or the authorized representative are subject to their approval. Confirm Compliance **YES or NO**
10. It is mandatory the respondent shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Engineering Services Manager/the authorized representative and CRMC Director of Facilities may require the contractor to discontinue hazardous work practices upon written notice. It is required that the contractor keep the necessary

guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property. Written notice of any accidents is required within 24 hours. Confirm Compliance **YES or NO**

- 11.** It is mandatory the vendor exercise good judgment, regarding damage to ground; leaving ruts, during mowing. Failure to perform services specified; may result in non-payment. Confirm Compliance **YES or NO**



## **Desirable Criteria**

1. It is desirable that the respondent have extensive commercial Lawn Care experience, of the type and scope as described in the detailed specifications at the facilities of equal size to UMHC and CRMC. Name facilities and when served. Explain the duration and extent of experience in detail.
2. Provide 3 professional references as stated in the mandatory specification. The quality of references checked will be factored into the non-financial award criteria.
3. It is desirable that the respondents provide the highest quality of service staff. Describe your screening and training process of any personnel for the contract.
4. It is desirable that the respondent provide documents in regard to training and safety program certifications.
5. It is desirable that the respondent provide well-maintained equipment that will provide a neat and professionally groomed lawn/landscape. Describe your equipment maintenance program.

## **SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS**

If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, the University will ignore the alteration, and our specifications and general conditions will be the prevailing document.

Photo documentation of sites available upon request. Please email [MIjgnc@health.missouri.edu](mailto:MIjgnc@health.missouri.edu) for more information.

**REQUEST FOR PROPOSAL FORM**  
**RFP # 31152**

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

Provide a budgetary estimate for each location listed below by service request.

**AUTHORIZED RESPONDENT REPRESENTATION**

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
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	

**This signature sheet must be returned with your proposal.**

**ATTACHMENT A  
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

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

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

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

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2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

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

Supplier Name	% of Contract	Specify Direct or Indirect

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

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

## Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity

P.O. Box 809, Harry S. Truman office Building Room 630, 301 W. High Street

Jefferson City, MO. 65102 573-751-8130

[www.oeo.mo.gov](http://www.oeo.mo.gov)

Missouri M/WBE Certification and database

State of Missouri Office of Administration Division of Purchasing & Materials Management

P.O. Box 809

Jefferson City, MO 65102 573-751-3273

[www.oa.mo.gov/purchasing-materials-management](http://www.oa.mo.gov/purchasing-materials-management) Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce M/WBE and DBE Department

1000 S.W. Jackson St. Suite 100

Topeka, KS. 60612 785-296-3425

[www.kansascommerce.com](http://www.kansascommerce.com)

Kansas M/WBE and DBE database and certification

Missouri Department of Transportation External Civil Rights

1017 Missouri Blvd Jefferson City, MO. 65102 573-526-2978

[www.modot.org/ecr](http://www.modot.org/ecr)

Missouri DBE database and certification

Lambert St. Louis International Airport 4610 N. Lindbergh, Suite 240

Bridgeton, MO 63044 314-551-5000

[www.mwdbbe.org](http://www.mwdbbe.org)

St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri MBE/WBE Division  
414 E. 12<sup>th</sup> St  
Kansas City, MO. 64106 816-513-1313  
Kansas City M/W/DBE database and certification [www.kcmo.gov/humanrelations/resources](http://www.kcmo.gov/humanrelations/resources)

St. Louis Development Corporation 1520 Market St. Suite 2000  
St. Louis, MO. 63103 314-657-3700  
[www.stlouis-0mo.gov/sldc](http://www.stlouis-0mo.gov/sldc)  
Certification help for M/WBE suppliers in St. Louis area.  
Mid-States Minority Supplier Development Council 317 N. 11<sup>th</sup> St. Suite 502  
St. Louis, MO. 63101 314-436-8877  
[www.midstatesmsdc.org](http://www.midstatesmsdc.org)  
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council 777 Admiral Blvd.  
Kansas City, MO. 64106 816-221-4200  
[www.mpmsdc.org](http://www.mpmsdc.org)  
MBE certification for Kansas City based corporations/database available for a fee  
U.S. Small Business Administration-Kansas City 1000 Walnut Suite 500  
Kansas City, MO. 66106 816-426-4900  
<http://www.sba.gov/about-offices-content/2/3123> Kansas City SBA Office. Info for Federal Gov. Certification  
U.S. Small Business Administration-St. Louis 1222 Spruce St. Suite 10.103  
St. Louis, MO. 63103 314-539-6600  
<http://www.sba.gov/about-offices-content/2/3124>  
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration  
Veteran and Service Disabled Veteran Database and verification [www.vetbiz.gov](http://www.vetbiz.gov)  
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council 308 N. 21<sup>st</sup> St, 7<sup>th</sup> floor  
St. Louis, MO. 63101 314-241-1143  
[www.slmbc.org](http://www.slmbc.org)  
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago 8 S. Michigan Ave Suite 400  
Chicago, Illinois 60603 312-853-3477  
[www.wbdc.org](http://www.wbdc.org)  
Certification for WBE's in the Missouri area

**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 proposing. 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.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

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

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

**ATTACHMENT C  
PHYSICIAN SELF-REFERRAL QUESTIONNAIRE**

**Section I – Company Ownership**

1. Is your company a publicly traded stock company with more than \$75 million in stockholder equity?  
NO\_\_\_\_ YES\_\_\_\_
  
2. Is your company a public agency? NO\_\_\_\_ YES\_\_\_\_

**Section II – Physician Relationship**

For purpose of answering these questions, the term “immediate family member” means the following individuals: husband or wife; natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, grandparent or grandchild, and spouse of a grandparent or grandchild.

1. Is your company owned or governed in whole or part by a physician (or an immediate family member of a physician) who may refer patients or treat patients at a MU Health Care facility? NO\_\_\_\_ YES\_\_\_\_
  
2. Is your company owned or governed in whole or part by any person (other than a physician or immediate family member of a physician) who may refer patients to a MU Health Care facility? NO\_\_ YES
  
3. Does your company employ or contract with a physician (or an immediate family member of a physician) who may refer patients or treat patients at a MU Health Care facility? NO\_\_\_\_ YES\_\_\_\_
  
4. Does your company have compensation arrangements with a physician (or an immediate family member of a physician) that vary with or take into account the volume or value of referrals or other business generated by the physician for a MU Health care facility? NO\_\_\_\_ YES\_\_\_\_

If you answered “Yes” to any of the questions 1-4 of Section II, please provide the applicable physician name(s), the person(s) who refers patients to the health care facilities, the name(s) of the health care facilities, and if applicable, the name(s) of the immediate family members of the physicians or other person.

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I represent the answers provided herein are truthful and accurate as of the date of my signature below. I agree to immediately notify the Director of MUHC Supply Chain Operations at 2910 LeMone Industrial Blvd., Columbia, MO 65201 of any changes in the above disclosed information.

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Company Name

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Signature

Date

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Print Name

Title