

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
PROFESSIONAL COMMUNICATION SERVICES  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
UNIVERSITY RELATIONS  
ON BEHALF OF  
THE CURATORS OF THE UNIVERSITY OF MISSOURI

RFP #16-3017-AL-C

OPENING DATE: WEDNESDAY, MARCH 23, 2016  
TIME: 11:00 AM, CDT

Prepared by:

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Dated: February 26, 2016

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**Article I.      NOTICE TO RESPONDENTS**

**The University of Missouri System requests proposals for the furnishing and delivery of RFP #16-3017-AL-C, which will be received by the undersigned at the University System Supply Chain, St. Louis Campus, 209 Woods Hall, One University Boulevard, St. Louis, Missouri 63121 until 11:00 a.m., Wednesday, March 23, 2016. Proposals will be opened and identified starting at 11:05 a.m., CT.**

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UNIVERSITY Supply Chain Operations web site at <http://www.pmm.missouri.edu> by selecting bid information. Any subsequent Addenda to this proposal can be found at the same sight. SUPPLIER(s) are strongly encouraged to check the site periodically in the event addenda are issued. It is the responsibility of the bidder, proposer, SUPPLIER(s) to check for any addendum to this proposal.

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.

**Questions shall be submitted no later than Friday, March 4, 2016.**

The UNIVERSITY reserves the right to waive any informality in bids and proposals and to reject any or all bids and proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By:

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Amanda M. La Brier  
Strategic Sourcing Specialist  
University of Missouri System Supply Chain  
St. Louis Campus  
One University Boulevard  
209 Woods Hall  
St. Louis, MO 63121

Dated: February 26, 2016

# **UNIVERSITY OF MISSOURI REQUEST FOR PROPOSAL (RFP)**

## **Article II. GENERAL TERMS AND CONDITIONS**

### **Section 2.01 Purpose**

The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.

### **Section 2.02 Governing Laws and Regulations**

Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the SUPPLIER(s) 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.

### **Section 2.03 Taxes**

The SUPPLIER(s) 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.

### **Section 2.04 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.

### **Section 2.05 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.

### **Section 2.06 Equal Opportunity and Non-Discrimination:**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the SUPPLIER(s) and all subSUPPLIER(s) 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 SUPPLIER(s) shall comply with federal laws, rules and regulations applicable to subSUPPLIER(s) 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.

## **Section 2.07 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.

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 from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A 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).

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:

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.

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.

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.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2<sup>nd</sup> Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment B). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the

participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

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.

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 or the Chief Procurement Officer for any new diverse supplier. Additionally, if the 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.

## **Section 2.08 Applicable Laws and Regulations**

The UNIVERSITY serves from time to time as a SUPPLIER(s) for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subSUPPLIER(s)s of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

## **Section 2.09 Appropriation**

The Curators of the UNIVERSITY of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the UNIVERSITY determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the UNIVERSITY reserves the right to cancel this contract with 30 days notice.

## **Section 2.10 Applicable Health Related Laws and Regulations**

If these specifications or any resulting contract involves health care services or products, the SUPPLIER(s) agrees to maintain, and will further assure such compliance by its



employees or subSUPPLIER(s), the confidential nature of all information which may come to SUPPLIER(s) 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 the UNIVERSITY Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with SUPPLIER(S). The SUPPLIER(s) 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. SUPPLIER(s) 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 Bidders/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.

### **Section 2.11 Inventions, Patents, and Copyrights**

The SUPPLIER(s) 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(s) shall defend, protect, and hold harmless the UNIVERSITY its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the 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(s) shall execute such documents as the UNIVERSITY may require for the perfection thereof.

### **Section 2.12 Insurance**

The SUPPLIER(s) shall purchase and maintain such insurance as will protect the SUPPLIER(s) and the UNIVERSITY against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the SUPPLIER(s) shall be required to procure and maintain the types and limits of insurance as specified.

### **Section 2.13 Performance Bond/Irrevocable Letter of Credit**

If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the SUPPLIER(s) 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 Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

## **Article III. INSTRUCTIONS TO RESPONDENTS**

### **Section 3.01 Request For Proposal (RFP) Document**

Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the UNIVERSITY if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the UNIVERSITY strategic sourcing specialist of record referenced in this RFP. Written communications can be mailed to UNIVERSITY of Missouri System Supply Chain & Procurement Services, St. Louis Campus, One UNIVERSITY Boulevard, 209 Woods Hall, St. Louis MO 63121 ATTN: Amanda M. La Brier, Strategic Sourcing Specialist or emailed to [labriera@umsystem.edu](mailto:labriera@umsystem.edu). 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 proposal opening date.

The terms and conditions as distributed by the UNIVERSITY or made available on a UNIVERSITY website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original UNIVERSITY terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the UNIVERSITY's discretion whether the exception shall be accepted or shall invalidate the proposal.

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

### **Section 3.02 Respondents Proposal**

The following information shall be included with the proposal submission:

- (a) Signed Form of Proposal (beginning with “Article IX. Proposal Form”) (included herein), and**
- (b) Standard legal agreements as applicable**

In order to be considered for selection, respondents must submit a complete response to this Request for Proposals that complies with all the mandatory requirements and which follows the

structure outlined herein. Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening.

### **Section 3.03 Preparation of Proposals**

All proposals must be complete and submitted, in one (1) original copy on 8.5 x 11 paper, with tabs marking the sections. Additionally, Respondents are required to provide an electronic version of the proposal response on a USB Flash Drive in pdf format. The proposal form accompanying these specifications must be enclosed in a sealed envelope plainly marked: **"Proposal for University of Missouri System RFP #16-3017-AL-C"** and addressed, mailed and/or delivered to UNIVERSITY of Missouri System, Supply Chain and Procurement Services, St. Louis Campus, One UNIVERSITY Boulevard, 209 Woods Hall St. Louis, MO 63121 ATTN: Amanda M. La Brier, Senior Business Operations Associate/Strategic Sourcing Specialist.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The UNIVERSITY will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal 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)'s expense, all items that are furnished which are not acceptable as equals to items specified and SUPPLIER(s) agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The UNIVERSITY reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondent and accepted by the UNIVERSITY. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

### **Section 3.01 Proposal Pricing, Costs and Supplier Financials**

Prices, costs and supplier financials must be submitted on a separate proposal form, as outlined in the Proposal Form of this RFP, “**Article XIII, PRICING & COSTS SEPARATE SEALED ENVELOPE**”, and in a sealed and separate envelope plainly marked, “**Sealed Proposal Pricing for University of Missouri RFP 16-3017-AL-C Services.**”

#### **(a) Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance starting on the due date for proposals.

#### **(b) Supplier Financials**

Provide a description of the financial strength of your company or sole proprietorship.

### **Section 3.02 Cost of Preparation**

The UNIVERSITY will not pay respondent costs associated with preparing or presenting any response to this request.

### **Section 3.03 Submission of Proposals**

Respondents shall furnish information required by the solicitation in the form requested. The UNIVERSITY reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the UNIVERSITY.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the UNIVERSITY in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a respondent believes any of the information contained in the respondent's response is exempt from 610.021 RSMo, then the respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the UNIVERSITY will treat all materials received as open records. The UNIVERSITY shall make the final determination as to what materials are or are not exempt.

#### **Section 3.04 Late Submissions**

Any responses received after the date and time specified will not be reviewed and will be returned unopened.

#### **Section 3.05 Multiple Submissions**

Respondents who wish to submit more than one proposal may do so, provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the UNIVERSITY reserves the right to select the most advantageous proposal to the UNIVERSITY.

#### **Section 3.06 Elaborate Proposal Submissions**

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support the sustainability efforts of the University we solicit your cooperation in this endeavor.

It is desirable that all responses meet the following requirements:

- All copies are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30% and indicate this information accordingly on the response.
- Unless absolutely necessary, all submittals and copies should minimize or eliminate use of non-recyclable or non-reusable materials.
- Materials should be submitted in a format which allows for easy removal and recycling of paper material.

#### **Section 3.07 Right to Submitted Materials**

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the SUPPLIER(s) shall become the property of The UNIVERSITY when received.

### **Section 3.08 Proposal Opening**

Only the name of the Respondent and the date/time of receipt are read aloud at the time of the Bid/Proposal opening. The reading does not determine award of the contract, responsibility of the Respondent, or responsiveness of the Proposal. Respondent attendance at Proposal opening is not required. No other information will be released until the contract is awarded.

### **Section 3.09 Proposal Opening RSVP**

The UNIVERSITY respectfully requests that SUPPLIER(s) who plan to attend the proposal opening notify the Senior Business Operations Associate/Strategic Sourcing Specialist of record in writing via email.

Email submission of notification to attend proposal opening should be sent a minimum of one week (5 working business days) in advance of the proposal opening; and shall include a list of company representatives who will be in attendance.

At the proposal opening SUPPLIER(s) is limited to a maximum of two (2) company representatives.

### **Section 3.10 Representatives**

SUPPLIER(s) shall submit the name, address, telephone number and email address of the person(s) with the authority to bind the SUPPLIER(s) and answer questions or provide clarification concerning the SUPPLIER(s)' proposal.

The SUPPLIER(s) shall appoint a maximum of two (2) members of its firm to represent the SUPPLIER(s) in dealings with the UNIVERSITY. Both representatives shall be full time employees of the SUPPLIER(s). The representatives shall be familiar with all aspects of SUPPLIER(s) operations and services. Only these individuals shall represent the SUPPLIER(s) regarding services for this contract unless otherwise specifically authorized by the UNIVERSITY Strategic Sourcing Specialist of record.

### **Section 3.11 Outsourcing**

The SUPPLIER(s) must detail the manner, in which it intends to utilize resources or workers located outside of the United States, and the UNIVERSITY will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal as deemed by the awarding authority to be in the best interest of the UNIVERSITY.

For any proposed or actual utilization or contract performance outside of the United States, the SUPPLIER(s) proposal must include:

- a) The location of work performed under a state and/or UNIVERSITY contract by the SUPPLIER(s), any subcontractors, employees, or other persons performing the contract.
- b) The corporate structure and location of corporate employees and activities of the SUPPLIER(s), its affiliates or any subcontractors.

### **Section 3.12 Disclosures**

The UNIVERSITY reserves the right to exclude a SUPPLIER(s) from participation in the proposal process and from contract award, if it is determined that the SUPPLIER(s) has refused to disclose or has falsified any information in its proposal.

### **Section 3.13 Most Favorable Terms and Clarification of Responses**

The UNIVERSITY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the SUPPLIER(s) can propose. The UNIVERSITY does reserve the right to contact a SUPPLIER(s) for clarification of its proposal during the evaluation process. In addition, if the SUPPLIER(s) is selected as the apparent successful SUPPLIER(s), the UNIVERSITY reserves the right to enter into contract negotiations with the apparent successful SUPPLIER(s), which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or the SUPPLIER(s) entire proposal. The SUPPLIER(s) should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

If additional information is required to make a final decision, Respondents may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes. The UNIVERSITY reserves the right to request a “best and final offer”.

If contract negotiation is unsuccessful or the highest ranking SUPPLIER(s) fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the UNIVERSITY may terminate negotiations and begin negotiations with the next highest ranking SUPPLIER(S).

### **Section 3.14 Evaluation and Award**

Any clerical errors, apparent on its face, may be corrected by the Strategic Sourcing Specialist of record before contract award. Upon discovering an apparent clerical error, the Strategic Sourcing Specialist shall contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The UNIVERSITY reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The UNIVERSITY reserves the right to make an award to the responsive and responsible respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the UNIVERSITY's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the



quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The UNIVERSITY has established formal protest procedures. For more information about these procedures, contact the Senior Buyer in MU Procurement Services.

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

### **Section 3.15 Live Presentations/Oral Explanations**

The UNIVERSITY at its option may request live oral presentations, or discussions with any or all SUPPLIER(s) for the purpose of clarification or to amplify the material presented in any part of the technical proposal. However, SUPPLIER(s) are cautioned that the University is not required to request clarification; therefore, all proposals should be complete and concise and reflect the most favorable terms available from the SUPPLIER(s). The UNIVERSITY shall not be bound by oral explanations or instructions given at any time during the competitive process prior to award.

### **Section 3.16 Right to Reject/Negotiate best and final offer**

The UNIVERSITY reserves the right to reject any and all bids. The UNIVERSITY may negotiate the terms of the contract, including the award amount, with the selected respondent(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring respondent(s), the University may negotiate a contract with the next highest scoring proposer.

### **Section 3.17 Contract Award and Assignment**

The successful respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the UNIVERSITY. The Contract Documents shall include the Notice to Respondents, Specifications and Addenda, Exhibits, Proposal Form, 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.

### **Section 3.18 Contract Award Attendance**

SUPPLIER(S) attendance at the scheduled RFP opening is not required to receive RFP award and contract. Winner's need not be present to win.

### **Section 3.19 Contract Termination for Cause**

In the event the SUPPLIER(s) violates any provisions of the contract, the UNIVERSITY may serve written notice upon SUPPLIER(s) 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(s); but the liability of SUPPLIER(s) and Surety for such violation; and for any and all damages resulting thereof, as well as from such termination, shall not be affected by any such termination.

### **Section 3.20 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 SUPPLIER(s) thirty (30) days prior to the effective date of such cancellation.

### **Section 3.21 Warranty and Acceptance**

The SUPPLIER(s) expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the UNIVERSITY, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the UNIVERSITY's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the UNIVERSITY pursuant to a contract shall be deemed accepted until the UNIVERSITY has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the SUPPLIER(s) upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

### **Section 3.22 Accounting Practices**

The SUPPLIER(s) 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(s) 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.

### **Section 3.23 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 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The UNIVERSITY may withhold payment or make such deductions as may be necessary to protect the UNIVERSITY from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the UNIVERSITY and receipt of correct invoice have occurred.

### **Section 3.24 Prices, Hourly Rates, and Overtime Charges**

All prices, hourly rates, and overtime charges established under this contract shall remain firm through the duration of the contract terms.

Price increases shall not exceed the SUPPLIER(s) guaranteed maximum annual increases.

Price adjustments and increases in excess of the guaranteed maximum allowable increase as proposed by SUPPLIER(s) will be considered only on an annual basis.

### **Section 3.25 Travel Expenses**

The UNIVERSITY reserves the right to accept or reject reimbursement of SUPPLIER(s) documented travel expenses arising under the performance of this agreement at the out-of-state rates set forth in Missouri law. SUPPLIER(s) personnel whose travel expenses are to be paid or reimbursed by UNIVERSITY funds are subject to UNIVERSITY travel regulations.

SUPPLIER(s) agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles, and to require employees to share rental vehicles whenever the services to be provided reasonably allow.

Unless otherwise agreed by the parties, all SUPPLIER(s)-incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt, and shall be paid by the UNIVERSITY within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the UNIVERSITY unless otherwise agreed by the parties. The UNIVERSITY may reimburse travel allowances only for days on which the SUPPLIER(s) is required to perform services for which it is necessary under this agreement.

### **Section 3.26 Price Adjustments Request**

Requests for price adjustments, accompanied by the required supporting justification documentation, must be received by the UNIVERSITY in writing no less a minimum of ninety (90) days prior to effective renewal date of the contract terms.

Price adjustment shall not exceed three (3) percent per annum.

The UNIVERSITY reserves the right to reject any and all price increases.

### **Section 3.27 Additional Costs**

Price adjustments and increases for additional costs in excess of the guaranteed maximum allowable increase as proposed by SUPPLIER(s) will be considered only on an annual basis; and will be permitted only when substantiated by supporting justification documentation.

### **Section 3.28 Delivery**

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. Each order shall be shipped on a separate bill of lading with packing list enclosed. The seller bears and pays the freight costs.

Proposal must detail the shipping (freight costs) as a separate line item on the proposal and invoices if awarded the UNIVERSITY Contract.

If SUPPLIER(s) includes shipping cost in the product unit cost, SUPPLIER(s) is required to deduct the amount for shipping and detail the cost for shipping in a separate line item in the proposal and invoices if awarded the UNIVERSITY Contract.

### **Section 3.29 Parking**

Visitors to any UNIVERSITY of Missouri campus, satellite locations and/or facility may park in designated visitor parking spaces with an authorized parking pass. Visitors should contact the designated Campus UNIVERSITY of Missouri Parking and Transportation Department or Police Department to assist with authorization about parking on campuses, at satellite locations and/or facilities owned and/or operated by and under The UNIVERSITY of Missouri.

It is the visitor's responsibility to contact the campus and/or satellite locations and facility for parking pass information and requirements.

Citations issued for parking violations on campus, at satellite locations and/or facilities owned and/or operated by and under The UNIVERSITY of Missouri System are the sole responsibility of the visitor.

## **Article IV. EVALUATION AND AWARD CRITERIA**

### **Section 4.01 Proposal Evaluation and Selection Process**

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

#### **(a) Selection Process**

The evaluation team will evaluate the written responses to the RFP and may request any additional information for clarification. Interviews with responding firms will be scheduled to address any clarifications in proposals. UNIVERSITY and the selected SUPPLIER(s) will enter into negotiations to reach a mutually acceptable contractual agreement. Should UNIVERSITY and the SUPPLIER(s) be unable to negotiate a mutually acceptable agreement in a timely manner, UNIVERSITY reserves the right to select another SUPPLIER(s) and enter into negotiations with that company.

#### **(b) Proposal Evaluation**

From the total information requested, determination will be made of the prospective SUPPLIER(s) ability to provide the products and services outlined to the UNIVERSITY. All information that is requested in this document should be included as a part of the Respondent's proposal. (See Form of Proposal)

#### **(c) Evaluation Strategy Overview**

The UNIVERSITY will evaluate proposals in three steps:

Step 1: Mandatory Requirements -The first step is a determination of whether a Respondent/SUPPLIER(s) meets the mandatory requirements. Mandatory requirements will be evaluated on a pass-fail basis. **Only those Respondents/SUPPLIER(s) that meet all mandatory requirements will be considered further.**

Step 2: Desirable Specifications / References - The second step consists of the review committee's evaluation of the Respondent's ability to meet the desirable specifications and functional/technical requirements. The Respondents should provide a complete response to each desirable specification as part of their proposals using the same numbering scheme used in the RFP. Additionally, Respondents should fully comply with the specification regarding references. Interviews with responding firms will be scheduled to address any clarifications in proposals.

Step 3: Financial Cost to the UNIVERSITY

**Note: The UNIVERSITY reserves the right to negotiate best and final terms with the respondent selected.**

## **Section 4.02 Qualitative Value**

An evaluation team will evaluate the proposals utilizing the following process.

- 1) **Competitive/Reasonable Chance**  
Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.
- 2) **Limited Communication for further consideration**  
The UNIVERSITY may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the UNIVERSITY'S understanding of proposal(s) and may be used to:
  - a) Validate or clarify the proposed pricing; and
  - b) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
  - c) Clarify relevant firm experience information.
- 3) **Right to determination**  
The UNIVERSITY reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the UNIVERSITY, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
- 4) **Right to discussions**  
The UNIVERSITY reserves the right and may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
  - a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
  - b) Verifying and identifying strengths and weaknesses which could affect work performance;
  - c) Verifying the validity of the respondent's proposed pricing; and
  - d) Assessing the proposed personnel and the respondent's capabilities for performing the work.
- 5) **Evaluation review & revision**  
After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.

6) Ratings

The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

#### **Section 4.03 Supplier Selection**

**(a) Notification**

The results of the final RFP evaluation will be approved by the appropriate authorized UNIVERSITY personnel and the Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.

**(b) Right to Reject**

The UNIVERSITY reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

## **Article V. HIGHER EDUCATION MISSOURI OVERVIEW**

### **Section 5.01 Coordinating Board for Higher Education**

The Coordinating Board for Higher Education was authorized by an amendment to the Missouri Constitution in 1972 and established by statute in the Omnibus State Reorganization Act of 1974. The nine board members, one from each congressional district and a member at large, are appointed by the governor and confirmed by the Senate. The term of appointment is six years. No more than five of the nine members may be affiliated with the same political party, and members serve without compensation

### **Section 5.02 CBHE Resources:**

- [CBHE Bylaws](#)
- [CBHE Policy on Open Records](#)
- [Coordinated Plan - Imperatives for Change](#)
- [Statutory Obligations](#)

### **Section 5.03 Missouri Department of Higher Education**

At the direction of the Coordinating Board for Higher Education (CBHE), the Missouri Department of Higher Education (MDHE) strives to coordinate higher education policy that fosters a quality postsecondary system, as well as to increase participation in Missouri's public institutions. The state system of higher education serves more than 450,000 students through 13 public four-year universities, 20 public two-year colleges, one public two-year technical college, 26 independent colleges and universities and more than 150 proprietary and private career schools.

### **Section 5.04 Primary Responsibilities**

- Identification of statewide planning for higher education (including independent institutions)
- Evaluation of student and institutional performance
- Review of institutional missions
- Development of specialization among institutions
- Submission of a unified budget request for public higher education to the governor and the Missouri General Assembly
- Administration of a statewide postsecondary technical education program
- Establishment of guidelines to promote student transfer among institutions
- Approval of new degree programs offered by public colleges and universities
- Administration of the Proprietary School Certification Program
- Policy setting for and administration of student financial assistance programs



## **Section 5.05 MDHE Resources**

- [FY 2015 Higher Education Budget Status](#)
- [Fiscal Year 2013 Annual Report](#)
- [Enrollment Report for Missouri Public & Comprehensive Independent Institutions](#)
- [FY16 MDHE Request for Public Institution Operating Appropriations | Attachment](#)
- [FY16 MDHE Request for Department Operating Appropriations](#)
- [High School Graduates Report](#)
- [Imperatives For Change: 2009 Baseline Report](#)
- [President's and Chancellor's Compensation Survey](#)
- [Statistical Summary of Missouri Higher Education](#)
- [Statistical Summary of Missouri Proprietary Postsecondary Education](#)
- [Tuition and Fees](#)
- [In-State Employment Outcomes for Graduates from Missouri's Public Higher Education Institutions: Wage Premiums by Degree Level and Field of Study](#)

## **Section 5.06 The Council on Public Higher Education in Missouri (COPHE)**

COPHE is a nonprofit association comprised of the presidents and chancellors of Missouri's 13 public four-year universities, and the president of the University of Missouri System. Each year, these institutions serve nearly 150,000 students, focusing on the delivery of excellent undergraduate and graduate education, research, and service to the citizens of Missouri. The primary mission of COPHE is to support and advance the mission of Missouri's public four-year universities, while increasing the understanding and appreciation of public higher education by state leaders and the public at-large.

For information on each higher education organization in the state, visit [http://www.sos.mo.gov/BlueBook/2013-2014/6\\_HigherEd.pdf#highed](http://www.sos.mo.gov/BlueBook/2013-2014/6_HigherEd.pdf#highed).

### **Trends and Challenges for Public Research**

Universities: <http://www.nsf.gov/nsb/sei/companion2/files/nsb1245.pdf>, US/Missouri comparison: <http://www.nsf.gov/nsb/sei/companion2/files/StateFacts/NSBPublicResearchUniversityFacts-MO.pdf>

# Missouri's Public Four-Year Institutions

Institution	Location	Year Founded	Fall 2012 Enrollment	Highest Degree Offered
<b>Four-year Institutions</b>				
Harris-Stowe State University	St. Louis	1857	1,484	Baccalaureate
Lincoln University	Jefferson City	1866	3,205	Master's
Missouri Southern State University	Joplin	1965	5,417	Master's
Missouri State University	Springfield	1905	20,628	Doctorate
Missouri Western State University	St. Joseph	1915	7,644	Master's
Northwest Missouri State University	Maryville	1905	6,830	Master's
Southeast Missouri State University	Cape Girardeau	1873	11,672	Master's
Truman State University	Kirkville	1867	6,226	Master's
University of Central Missouri	Warrensburg	1871	11,878	Master's
<b>University of Missouri System</b>				
University of Missouri-Columbia	Columbia	1839	34,704	Doctorate
University of Missouri-Kansas City	Kansas City	1933	15,990	Doctorate
Missouri University of Science and Technology	Rolla	1870	7,644	Doctorate
University of Missouri-St. Louis	St. Louis	1963	16,705	Doctorate

**Total enrollment, public four-year institutions** 148,439

Source: Enhanced Missouri Student Achievement Study

# Missouri's Public Two-Year Colleges

Institution	Location	Year Founded	Fall 2012 Enrollment	Highest Degree Offered
<b>Community colleges</b>				
Crowder College	Neosho	1963	5,575	Associate
East Central College	Union	1968	4,043	Associate
Jefferson College	Hillsboro	1963	5,494	Associate
Metropolitan Community College	Kansas City	1915	20,093	Associate
Mineral Area College	Park Hills	1922	3,775	Associate
Moberly Area Community College	Moberly	1927	5,857	Associate
MSU-West Plains	West Plains	1963	2,082	Associate
North Central Missouri College	Trenton	1925	1,769	Associate
Ozarks Technical Community College	Springfield	1990	15,123	Associate
St. Charles Community College	St. Peters	1986	7,642	Associate
St. Louis Community College	St. Louis City and County	1962	26,613	Associate
State Fair Community College	Sedalia	1966	5,114	Associate
Three Rivers Community College	Poplar Bluff	1966	4,651	Associate
<b>Technical college</b>				
Linn State Technical College	Linn	1996*	1,212	Associate

**Total enrollment, public two-year colleges** 109,043

Source: Enhanced Missouri Student Achievement Study

\*Linn State Technical College joined the state system of higher education in 1996.

Each public community college is governed by a locally elected board of trustees.

Funding for these colleges is provided by local district levies, student fees and state aid.

## **Article VI. UNIVERSITY OF MISSOURI SYSTEM BACKGROUND**

The University of Missouri has provided teaching, research and service to Missouri since its founding in Columbia, Missouri, in 1839. The university, the first publicly supported institution of higher education to be established in the Louisiana Purchase territory, was shaped in accordance with the ideals of Thomas Jefferson, an early proponent of higher education.

The university remained a single campus until the School of Mines and Metallurgy was established in Rolla in 1870. In the same year, an agricultural college was added in Columbia and the university assumed land-grant responsibilities of providing higher education opportunities for all citizens.

In 1963, the university again expanded to better serve Missouri by founding a new campus in St. Louis and acquiring the University of Kansas City, creating the present four-campus system. Today, the University of Missouri System is one of the nation's largest higher education institutions, with more than 77,000 students on four campuses, an extension program with activities in every county of the state, and more than 32,000 employees.

A nine-member board of curators governs the university. Curators are appointed by the governor and confirmed by the Missouri Senate. The board selects the president of the university. Each campus is headed by a chancellor, who reports to the president.

### **Section 6.01 Significant Dates**

- 1839 - University established in Columbia.
- 1843 - First commencement. There were only two graduates, but the ceremony lasted three hours.
- 1862 - The Civil War and other difficulties forced the university to close for most of the year.
- 1867 - The state provided the first appropriation of \$10,000, to build a home for the president, repair war damages and establish a normal school.
- 1868 - Women admitted for the first time.
- 1870 - The university was accorded land-grant status under the Morrill Act of 1862, prompting the legislature to authorize a school of agriculture and mechanical arts in Columbia and a school of mines and metallurgy in Rolla (University of Missouri-Rolla).
- 1888 - The university established the Missouri Agricultural Experiment Station under the authority of the Hatch Act. Experiments were begun on Sanborn Field in Columbia, where they continue today.
- 1890 - The university played its first intercollegiate football game. The opponent was Washington University.
- 1892 - Academic Hall, the first and main building on the Columbia campus, was destroyed by fire. The building's famous columns remain on Francis Quadrangle.
- 1908 - The world's first school of journalism was founded on the Columbia campus.
- 1910 - The university established its extension division.
- 1911 - Correspondence study was offered for the first time.
- 1917 - The nation's first soil erosion experiment was carried out in Columbia. The project became the basis for the U.S. Soil Conservation Service's national erosion reduction program.
- 1950 - The university admitted its first black students.

- 1952 - The legislature appropriated funds to build a major medical center on the Columbia campus.
- 1963 - The university becomes a four-campus system, acquiring the University of Kansas City and creating a campus in St. Louis, known as the University of Missouri-Kansas City and the University of Missouri-St. Louis, respectively. .
- 1966 - The university's research reactor, a world-class facility, was completed.
- 1970 - The School of Optometry at UMSL was opened. It is the only optometry school in Missouri.
- 1971 - UMKC established a school of medicine with a unique six-year program, and, the UMKC dentistry school became the first to offer a three-year degree program.
- 1986 - Contracts were signed to begin the development of university research parks in Kansas City and St. Charles County.
- 2007 - The University of Missouri Board of Curators approved UMR's proposal to change the campus name to Missouri University of Science and Technology.
- 2013 - UMSL and UMKC celebrated their 50th anniversaries.
- 2014 - MU celebrated 175<sup>th</sup> anniversary, University of Missouri Extension celebration 100<sup>th</sup> anniversary.

## **Section 6.02 Our Mission**

The mission of the University of Missouri, as a land-grant university and Missouri's only public research and doctoral-level institution, is to discover, disseminate, preserve, and apply knowledge. The university promotes learning by its students and lifelong learning by Missouri's citizens, fosters innovation to support economic development, and advances the health, cultural, and social interests of the people of Missouri, the nation, and the world.

## **Section 6.03 UM System Resource Links:**

UM System Facts and Figures: <https://uminfopoint.umsystem.edu/media/president/Facts-2015.pdf>

Statewide Data: <https://uminfopoint.umsystem.edu/media/gr/datasheets/report-statewide-15.pdf>

Pride Points: <https://uminfopoint.umsystem.edu/media/about/UM-Pride-Points-2015.pdf>

Making Life Better for Missourians: <https://uminfopoint.umsystem.edu/media/about/UM-Making-Life-Better-for-Missourians-2015.pdf>

Legislative

Priorities: [https://uminfopoint.umsystem.edu/media/gr/UM\\_Legislative\\_Priorities\\_2015.pdf](https://uminfopoint.umsystem.edu/media/gr/UM_Legislative_Priorities_2015.pdf)

Advancing MO video: <https://www.youtube.com/watch?v=wkudIkmqcpU>

## **Section 6.04 Statewide Reach**

**The University of Missouri System touches every person in the state, every day and is a driving force in the economic health and well-being of the state of Missouri.**

- We educate the state's workforce. With four university campuses and more than 77,000 students, we educate nearly half of all undergraduate students at public four-year institutions in the state as well as the majority of graduate students and professional school students.
- We are your doctors, your dentists, your nurses, your pharmacists and medical researchers. In addition to our pharmacy and dental schools, more Missouri doctors receive their medical degree from one of our campuses than any other university and our nursing alumni are in every county across the state.
- We are driving innovation. As part of our commitment to advancing Missouri's economy, we have 10 research parks and incubators, and we are investing in moving faculty innovations to the marketplace.
- We enhance and protect our state's food supply. Our 19 agricultural experiment stations are advancing our understanding of the best farming practices and ensure the safety and bounty of our food supply.
- We are your animal care providers. We offer the only doctor of veterinary medicine degree program in the state. Each year, our Veterinary Medical Teaching Hospital cares for about 17,000 hospitalized animals and thousands more on farms. In addition, the Research Center for Human-Animal Interaction focuses on the benefits of human-animal interaction.
- We help Missouri small businesses thrive. We have 39 small business and technology development centers throughout the state. These centers provide expert guidance to small businesses, creating thousands of jobs every year.
- We deliver technology. MOREnet, the Missouri Research and Education Network, provides Internet connectivity, video conferencing, network security and training to nearly 800 Missouri schools, colleges and universities, public libraries, health care organizations and state governments.
- We deliver health care to the underserved. The Missouri Telehealth Network delivers medical information and health care through the use of telecommunications. At 200 locations in 56 Missouri counties, patients can have a live, real-time interaction with a University of Missouri health specialist, almost as if they are in the same room.
- We deliver experts in nearly every subject. With experts working throughout all 114 counties in the state, every year more than a million Missourians turn to University of Missouri Extension to gain knowledge, from earning a high school diploma online to law enforcement training; and from community emergency management to disaster preparedness.

### **(a) University of Missouri System**

Throughout its history, the University of Missouri has been the state's partner in the education of Missouri's citizens and the growth of its economy. The University of Missouri was established as the first public university west of the Mississippi River in 1839. Built by proud Missouri citizens determined to leave a legacy for their children and the generations to come, the University of Missouri grew from the very roots of the state. Today, the University of Missouri is one of the nation's largest higher education institutions, with more than 77,200 students on

four campuses and an Extension program with activities in every county of the state. The University of Missouri continues to impact Missouri and its citizens in every county, every day.

**(b) Campuses**

As our flagship campus, the University of Missouri-Columbia was founded in 1839 as the first public university west of the Mississippi River. Founded in 1870 as Missouri School of Mines, Missouri University of Science and Technology in Rolla is one of the nation's top technological research universities. Chartered as the University of Kansas City in 1929, the University of Missouri-Kansas City joined the UM System in 1963. The university is one of few in the nation to have all four major health science schools: medicine, nursing, pharmacy and dentistry, located on one campus. Also founded in 1963, the University of Missouri-St. Louis is the largest university in the St. Louis region and third largest in Missouri.

**(c) Research Parks/Business Incubators**

The University of Missouri has a statewide network of 10 research parks and business incubators, each designed to help faculty, entrepreneurs and businesses collaborate to move innovative research to the marketplace.

**(d) Agricultural Experiment Stations**

Missouri Agricultural Experiment Station (AES), sponsored by MU's College of Agriculture, Food and Natural Resources (CAFNR), conducts research in agriculture, forestry, animal science and natural resources at farms, laboratories and forests throughout the state. Research conducted at AES and CAFNR facilities is geared to making the most effective use possible of the state's natural resource base, including its people resources, in an increasingly global society. Citizens throughout the state benefit from new knowledge, discoveries and university expertise through AES.

**(e) Health Centers/ Affiliates**

The University of Missouri Health System has a vast network of hospitals, clinics and outreach services. Additionally, we offer health education paths at all four campuses, including medicine, nursing, pre-medicine, dentistry, pharmacy, psychology and the allied health professions.

University of Missouri Health Care is home to the state's only public academic medical center, which provides care to people from every county in Missouri. In addition to providing access to clinical trials and myriad specialists, each year MU Health Care provides millions of dollars in uncompensated and charity care.

The UM System's health outreach efforts are statewide. Some examples include UMSL's Mobile Eye Center, which provides eye care to thousands of children and adults. Residents in rural Missouri have access to Ellis Fischel Cancer Center's mobile mammography van, which visits more than a dozen communities quarterly. And, in Kansas City—home to the state's only dental school—underserved children and adults receive dental care through Partnership for Smiles. All of our campuses also facilitate various health screenings, checking areas such as blood glucose levels and blood pressure.

We are also a leader in the adoption of medical technology. The Telehealth Network provides those with limited health care access, especially rural residents, with access to MU Health Care's wealth of specialists.

Additionally, the Tiger Institute for Health Innovation has become a model of how private businesses and public universities can partner to advance community health. Established in 2009, the Tiger Institute is facilitating a statewide alliance of health care organizations that can improve health care through health information technology and collaborative innovations with MU Health Care physicians, students and researchers. It's estimated the innovations from this partnership will provide up to \$1 billion in annual economic benefit to the state. Already, MU Health Care has been named one of the nation's "Most Wired" Hospitals—the only facility in mid-Missouri making the list.

**(f) Telehealth Network**

Through the advanced technology of the Missouri Telehealth Network, the expertise of University of Missouri physicians is made available in underserved areas throughout Missouri. Telehealth is a means of delivering medical information and health care through the use of telecommunication technologies. Through videoconferencing, a patient can have a live, real-time interaction with a University of Missouri specialist, almost as if they are in the same room. The physician is able to obtain sufficient examinations of patients by questioning them about their symptoms, and by using electronic diagnostic equipment and other peripheral cameras. The Missouri Telehealth Network began in 1994 as a 10 site network; today, there are over 200 endpoints in 56 Missouri counties.

**(g) Small Business & Technology Development Centers**

The UM System has the resources and expertise to move you forward and help you succeed. Sponsored by University of Missouri Extension, Missouri Small Business & Technology Development Centers are part of a statewide network of business experts uniquely qualified to help businesses develop and thrive. These centers provide expert business counseling, training and online resources that assist small business with questions about management, human resources marketing and sales, finance, technology development and commercialization, complying with regulations and saving money by using "green" practices.

**(h) MOREnet**

The Missouri Research and Education Network (MOREnet) provides Internet connectivity, access to Internet2, technical support, videoconferencing services, network security and training to nearly 800 Missouri schools, colleges and universities, public libraries, health care organizations, state government, and other affiliated organizations. The comprehensive service includes the MOREnet KnowledgeBase, a collection of more than 125,000 technical knowledgebase articles across more than 200 software titles that is available to all member faculty, staff, students and end users. Established in 1991, MOREnet is committed to supporting and enabling its members' missions through the use of technology to enhance opportunities for public access, learning and research.

### **(i) Extension Centers**

Every year, more than 2.5 million Missourians turn to University of Missouri Extension to gain practical knowledge, solve problems, adapt to change and make informed decisions. The MU Extension program engages people, organizations and communities by connecting them to the knowledge base of the university, giving them a link to resources to manage issues of local concern and improve their quality of life.

Providing services to every county in the state, University of Missouri Extension has the capacity to adapt university programs and resources to very different local needs and aspirations. MU Extension provides relevant, credible and valued education and resources on agriculture, natural resources, business and industry, community development, 4-H and family development to citizens around the state.

MU Extension is Missouri's one-stop source for practical education on almost anything. Specialized learning programs include university-level evening and online courses and degrees. Students in grades three through 12 can take independent study courses and even earn a high school diploma online. MU Extension's Fire and Rescue Training Institute, Law Enforcement Training Institute, and Community Emergency Management Program provide education and technical assistance to individuals and families, local governments, businesses, schools and organizations in preparing and responding to natural and man-made disasters.

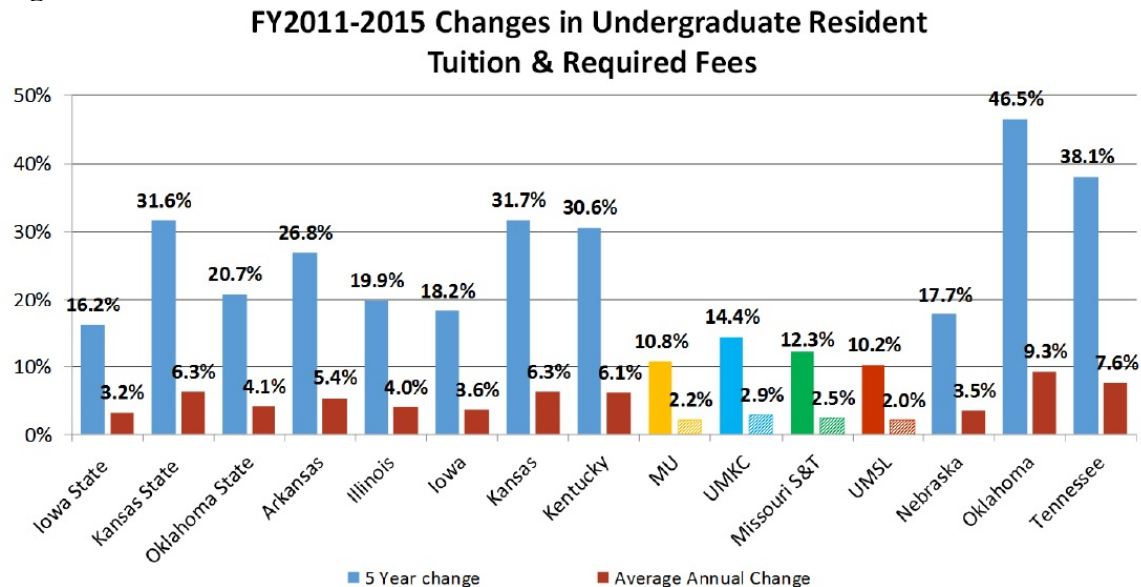
MU Extension information is available face to face or at your fingertips. And their "Ask an Expert" feature is your personal link to the university's vast body of knowledge.



## Section 6.05 University of Missouri System Statistics

*The University of Missouri continues to be an affordable option for Missouri students and families.*

**Figure 1.**



*The University of Missouri's resident undergraduate tuition and fees is below the national average.*

The average expense for tuition and fees nationally for public doctoral universities is \$10,075 compared to a national average of \$39,008 at private doctoral universities. The UM System average expense is slightly less than the national average for public doctoral universities at \$9,478 (FY 2015).

**Table 1.**

### Average Doctoral In-State Undergraduate Tuition and Fees Compared to UM

	Tuition & Required Fees			
	FY2014	FY2015	\$ Change	% Change
Private Doctoral - Nat'l Average	\$37,445	\$39,008	\$1,563	4.2%
Public Doctoral - Nat'l Average	\$9,805	\$10,075	\$270	2.8%
MU	\$9,415	\$9,433	\$18	0.2%
UMKC	\$9,456	\$9,476	\$20	0.2%
Missouri S&T	\$9,510	\$9,529	\$19	0.2%
UMSL	\$9,474	\$9,474	\$0	0.0%
UM Average	\$9,464	\$9,478	\$14	0.1%

## **Section 6.06 University of Missouri System Responsible Stewardship**

The University of Missouri System is steadfast in its commitment to be responsible stewards of university assets and resources.

UM System realized \$48 million in improved efficiencies and operating effectiveness measures in FY 2014: \$26.1 million came from the refinancing/restructuring of existing debt, sound management of the general pool enabled the issuance of a first-time \$9.6 million dividend, implementation of a physician-driven value analysis program to evaluate the use of medical and surgical supplies achieved a savings of \$9.3 million, and the adoption of an electronic Personnel Action Form saved \$2.5 million in annual costs. Since 2009, the university's cumulative savings and revenue enhancements have totaled nearly \$450 million.

These cost savings allow more resources for core mission areas and strategic priorities, including helping to keep the cost of education affordable and a college degree attainable for Missourians.

UM System's institutional support expenditures—which include general administrative services, executive management, legal and fiscal operations, public relations, development, and central operations for the physical plant—were 21 percent less than the national average of public doctoral universities.

In addition, while institutional support expenditures nationally declined 4 percent from 2008 to 2010, the university's expenditures declined by 9 percent. This data is based on an analysis of national statistics collected by the Integrated Postsecondary Education Data System

## **Section 6.07 Missouri's Public Universities: Adding to the State's Bottom Line**

The Council on Public Higher Education, comprised of Missouri's 13 public four-year universities, has issued a [publication](#) that explains how investing in Missouri's public universities creates opportunities and adds value to the state. Investing in Missouri's public universities creates opportunities and adds value to the state for four major reasons:

- Public universities develop the advanced workforce of the 21st century.
  - UM System granted 17,099 degrees in FY 2014 that prepared graduates to join Missouri's workforce in areas such as engineering, health, business, science and the arts.
- Public universities “teach the teachers.” Our graduates are educating the state's next generation of leaders, from preschool through doctoral programs.
  - In 2014, alumni of our four campuses represented 19.2% of all Missouri K-12 teachers and 28.1% of principals and administrators.

- Public universities fuel the economic engine of Missouri every day of every year.
  - With more than 32,000 faculty and staff, UM System was Missouri's 2nd largest employer in 2013. Last year, UM employees and retirees residing in the state paid \$50.9 million in Missouri state taxes.
  - Our network of 10 research parks and incubators, and dozens of small business and technology development centers, provides infrastructure to grow new companies.
  - We are investing in moving faculty innovations to the marketplace. Last year, the university licensed 66 technologies, and four startup businesses were created based on UM innovations.
  - University Extension helped create or retain more than 3,600 jobs through free business consulting in the last fiscal year.
- Public universities improve the quality of life in Missouri by providing public benefits, as well as personal benefits.
  - We have the state's broadest range of health education opportunities, from occupational therapy to optometry; from pharmacy to dentistry; and from nuclear medicine to public health.
  - Our vast network of hospitals, clinics and affiliates provides care to people in every Missouri county. Additionally, the Missouri Telehealth Network connects patients in rural and remote areas with expert care through video conferencing technologies.
  - Faculty, staff and students contribute to the state's vibrant arts culture, which makes our state a great place to live and work.

## **Article VII. DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

### **Section 7.01 Introduction**

It is the goal of the UNIVERSITY OF MISSOURI SYSTEM on behalf of the CURATORS OF THE UNIVERSITY OF MISSOURI to enter into an agreement for UNIVERSITY RELATIONS with the intent of contracting with a qualified firm or individual for the purpose of professional communications services, including crisis advice and management, to the UNIVERSITY'S full time external communications team, hereafter referred to as "UNIVERSITY", with a firm or individual, hereafter referred to as "SUPPLIER(S),"

Attached hereto is a Form of Proposal (beginning with "Article IX. Proposal Form") to be used for the submission of information requested herein. The Form of Proposal (beginning with "Article IX. Proposal Form") accompanying these specifications must be enclosed in a sealed envelope plainly marked: **"Proposal for University of Missouri RFP #16-3017-AL-C"** and addressed, mailed and/or delivered to UNIVERSITY OF MISSOURI SYSTEM SUPPLY CHAIN, St. Louis Campus, One University Boulevard, 209 Woods Hall St. Louis, MO 63121 ATTN: Amanda M. La Brier, Strategic Sourcing Specialist; and received no later than **Wednesday, March 23, 2016, at 11:00 a.m. CT.**

### **Section 7.02 Proposal Pricing, Costs and Supplier Financials**

Prices, costs and supplier financials must be submitted on a separate proposal form, as outlined in the Proposal Form of this RFP, **"Article XIII, PRICING & COSTS SEPARATE SEALED ENVELOPE"**, and in a sealed and separate envelope plainly marked, **"Sealed Proposal Pricing for University of Missouri RFP 16-3017-AL-C Services."**

#### **(a) Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance starting on the due date for proposals.

#### **(b) Supplier Financials**

Provide a description of the financial strength of your company or sole proprietorship.

**All proposals must be submitted, in one original copy. Additionally, Respondents are required to provide an electronic version of the proposal response on USB Flash Drive in pdf format.**

### **Section 7.03 Schedule**

The table below outlines the dates and times of the RFP schedule. While the UNIVERSITY intends and works to maintain the dates and times detailed in the table; the schedule is tentative and subject to change.

All efforts will be made to give ample advanced notice in schedule changes; however, it is the potential responder's responsibility to confirm schedule dates, times, locations and changes to the schedule.

In the event of inclement weather or unknown and unanticipated events that may alter the schedule it is the responsibility of the potential responder to confirm rescheduled dates, times and locations where applicable.

In the event there is a typographical error within this RFP, and/or on the detailed schedule table of this section and/or subsequent addenda the calendar date takes precedent over the day of the week.

The anticipated schedule and deadlines for this RFP and contract approval are projected as follows:

<b>RFP 16-3017-AL-C SCHEDULE</b> <b>(tentative and subject to change)</b>			
<b>RFP Event</b>	<b>Date</b>	<b>Time</b>	<b>Location</b>
Public Posting	Friday February 26, 2016	5:00 PM	<a href="http://www.umsystem.edu/apps/fa/procurement/bids/listview_Bids.php">http://www.umsystem.edu/apps/fa/procurement/bids/listview_Bids.php</a>
<b>Final Date for Clarification to RFP</b>	Friday March 4, 2016	5:00 PM	Potential responder submits in writing to <a href="mailto:labriera@umsystem.edu">labriera@umsystem.edu</a> .
University Response to Final Request for Clarification	Friday March 11, 2016	5:00 PM	<a href="http://www.umsystem.edu/apps/fa/procurement/bids/listview_Bids.php">http://www.umsystem.edu/apps/fa/procurement/bids/listview_Bids.php</a>
<b>Proposals Due</b>	Wednesday March 23, 2016	11:00 AM	UM System Supply Chain St. Louis Campus One University Boulevard 209 Woods Hall St. Louis, MO 63121
Proposal Evaluation	Wednesday March 23, 2016 through Wednesday April 8, 2016	8:00 AM through 5:00 PM	Committee Review
Live Presentations	TBD April 11 <sup>th</sup> , 12 <sup>th</sup> , and 13 <sup>th</sup> , 2016	TBD	TBD
Intent to Award	Friday April 15, 2016	5:00 PM	Award Letter and Contract Documents

#### **Section 7.04 Final date for Clarification**

The final date for a request to be accepted for clarification on RFP#16-3017-AL-C is **Friday, March 4, 2016 at 5:00pm**. Any questions and/or requests for clarification received after this date and time will NOT be acknowledged with a response.

#### **Section 7.05 Questions**

All questions and clarifications regarding this proposal should be emailed shall be emailed to the strategic sourcing specialist of records, Amanda M. La Brier at [labriera@umsystem.edu](mailto:labriera@umsystem.edu).

#### **Section 7.06 References**

Proposal must include three (3) references who can attest to professional experience with SUPPLIER(s) and services.

#### **Section 7.07 Contract**

The formal award is finalized into a contract which includes terms and conditions plus an understanding of work/product/equipment granted to the SUPPLIER(s) as a result of the RFP. This contract is based on the RFP, subsequent addenda, the proposal, bid, and live oral presentation(s) by the SUPPLIER(s) in response to the UNIVERSITY RFP. The contract could

require additional special terms and conditions as mutually worked out and agreed to by the parties. The UNIVERSITY reserves the right to clarify any contractual terms with the concurrence of the SUPPLIER(s). The contract shall contain the entire agreement between the UNIVERSITY and the SUPPLIER(s) relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

#### **Section 7.08 Contract documents**

Contract documents shall also include the RFP, attachments, exhibits, Letter of Award, UNIVERSITY Purchase Order and Performance Bond of Irrevocable letter of Credit if required.

#### **Section 7.09 Contract Period/Term of Agreement**

The contract period shall be mutually agreed upon between the successful respondent and the UNIVERSITY prior to contract award with the potential of a one (1) year contract and potential additional one (1) year annual renewals.

As with any mutually beneficial business relationship, the UNIVERSITY of Missouri expects to review its partnership agreements annually. This will include a review of any changes and issues that will allow both the UNIVERSITY and SUPPLIER(s) the opportunity to maintain the highest standards expected in this type of relationship.

#### **Section 7.10 Terms and Conditions Exceptions**

It is mutually agreed by and between the UNIVERSITY and the SUPPLIER(s) that the UNIVERSITY will be accepting the SUPPLIER(s) offer through issuance of one or more contracts that shall be an agreement between the parties thereto containing all specifications, and terms and conditions as stated in this sealed RFP Proposal.

The SUPPLIER(s) shall clearly state, on the RFP response, any exceptions to or deviations from the Terms and Conditions contained herein. Such exceptions or deviations may be considered in evaluating the responses received and may result in rejection of that response.

#### **Section 7.11 Award of Contract**

Proposals will be awarded based upon the criteria set forth in the Detailed Specifications and Special conditions.

#### **Section 7.12 Respondents Proposal**

The following information shall be included with the proposal submission:

- (a) Signed Form of Proposal (“PROPSAL FORM”) (included herein), and**
- (b) Standard legal agreements as applicable**

In order to be considered for selection, respondents must submit a complete response to this Request for Proposals that complies with all the mandatory requirements and which follows the structure outlined herein. Proposals shall remain open and subject to acceptance for 90 days from the date of proposal opening.

#### **Section 7.13 Delivery**

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight costs.

## **Article VIII. SPECIAL CONDITIONS & REQUIRED SCOPE OF WORK**

### **Section 8.01 Response format**

Responses to this RFP shall address the following and be provided in a word/excel format.

Proposals should be organized and sections tabbed in the order below. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

**TAB 1 – Firm/Individual Profile.** A brief profile of the agency, including a history of the company, corporate structure, ownership interest and the length of the company's existence. Provide name, address and phone number of the person(s) who will be responsible for this project and indicate an account executive. Provide experience, abilities and capabilities as defined in this document.

**TAB 2 – References.** List at least three (3) references where the agency performed work similar to that outlined in this document. Include current contact information for each reference.

**TAB 3 – Case Studies and Prior Work.** Submit samples of past work or execution from other projects that the agency feels best demonstrates the agency's abilities to address the six deliverables outlined in this proposal. Include any empirical data, case studies, or awards associated with the work that should be considered when the agency's past success is evaluated.

**TAB 4 – Differential Advantage.** In concise terms, restate or outline any new information that should be considered when comparing one proposal against another. Include any information about process, personnel, strategic alliances or intellectual property that should be considered.

#### **TAB 5 – Fee Structure - Sealed**

**(“See Form of Proposal Article XIII, PRICING & COSTS SEPARATE SEALED ENVELOPE”)**

Clearly indicate the monthly retainer for performing all services outlined in this document. For the purposes of this submittal, all agencies should assume a monthly retainer from April 2016 through March 2017. Outline typical fees or costs that will likely be incurred outside those listed within the service agreement. Outline an hourly fee for additional work that may be performed outside the scope of the monthly retainer. Note any work that will be outsourced and list subcontractors to be used and include hourly rates for services anticipated to be used not included in the monthly retainer.



## **Section 8.02 Scope of Services and Deliverables**

THE UNIVERSITY desires the most thoroughly developed and highest quality professional communication services, including crisis advice and management, available. The following specifications outline the minimum requirements for the proposed service. They are provided to assist participants in understanding the objectives of the UNIVERSITY and submitting a thorough response.

## **Section 8.03 Objective**

The UNIVERSITY requested this RFP in order to contract with a qualified SUPPLIER(s) who will be responsible for furnishing and delivery of professional communication services, including crisis advice and management, for the UNIVERSITY as described herein.

The SUPPLIER(S) will work closely with the UNIVERSITY OF MISSOURI SYTEM University Relations Communication Team and other members as designated, to provide professional communications services, including crisis advice and management, to the UNIVERSITY's Board of Curators members, UM System President, UM Campus Chancellors and designees as determined, including:

- At the onset, immediately establishing 24/7 processes and protocols to ensure rapid communications responses to key internal audiences/stakeholders and media;
- Developing a detailed messaging platform that responds to multiple questions in multiple scenarios, while continuously re-evaluating messaging as issues evolve;
- Establishing short and longer-term proactive and reactive communications strategies, with clearly delineated spokespersons;
- Contemplating every possible scenario, and crafting messaging strategy for each;
- Maintaining media message management with the UNIVERSITY Relations communications team;
- Developing individual communications plans for each stakeholder group, upon assessing level of reputational damage, and determining best relationship manager for each;
- Ensuring organization is clearly listening to audiences, including measuring perceptions both throughout and after immediate crisis has passed, and determining areas of weakness, vulnerability and opportunity;
- Continuously adapting/modifying strategy and messaging throughout the crisis cycle, and beyond;

The SUPPLIER(s) would also be responsible for guiding the UNIVERSITY in terms of crisis management, including quickly identifying reputational damage; containing the immediate aftermath of a crisis through establishment and management of a crisis response team; listening to key audiences, including communicating quickly with natural allies and building a strategy to connect to those in opposition; determining resources needed for damage control and restoration of credibility and simultaneously beginning development of a full restoration plan while still managing the immediate crisis.

This RFP specifically seeks a communications firm or individual that will become intimately familiar with all aspects of the UNIVERSITY OF MISSOURI SYSTEM, while developing a deep understanding of the many issues and challenges the UNIVERSITY faces, so as to be in a position to advise the UNIVERSITY'S Communications Team whenever needed on media/communications messaging and strategy. The UNIVERSITY would prefer to establish an agreement with a firm or individual that has at least some experience in addressing higher education issues. The UNIVERSITY would prefer to retain and maintain professional communication services on an annual agreement.

#### **Section 8.04 Detailed Deliverables**

1. Overall experience of the firm/individual in professional communications services; including crisis advice and management.
2. Specific examples of work performed for Higher Education.
3. Identification of individuals(s) who would be assigned to our account.
4. Availability to the UNIVERSITY Communications Team whenever needed.
5. Availability to conduct crisis media training to UM Leadership, including the UM Board of Curators members, UM System President, UM Campus Chancellors, and designees as determined, at least once annually.

#### **Section 8.05 Communication Services Experience**

The SUPPLIERS(s) must be able to meet each deliverable to be considered for the contract. Detailed, documented experience in handling professional communications services will be important in not only advising the UNIVERSITY Communications Team, but for the SUPPLIER(s) credibility to provide outside, independent advice on strategy and messaging to our four campuses and health care system when needed. It is also critical that the UNIVERSITY Communications Team has a SUPPLIER(s) that can be contacted and consulted at a moment's notice, that has an existing, vast knowledge of the UNIVERSITY so that there is no need for a learning curve when a crisis arises.

#### **Section 8.06 Budget**

Respondent/SUPPLIER(s) must provide a proposed total annual cost for professional communication services, including Respondent's/SUPPLIER(s)' not to exceed.

Respondent/SUPPLIER(s) shall present the total annual cost in a detailed monthly budget including the following:

1. Monthly budget for retained services with Respondent's/SUPPLIER(s)' not to exceed.
2. Monthly budget for estimated costs with Respondent's/SUPPLIER(s)' not to exceed.
3. Monthly budget for estimated travel expenses with Respondent's/SUPPLIER(s)' not to exceed.
4. Monthly budget for estimated monthly expenses with Respondent's/SUPPLIER(s)' not to exceed.

#### **Section 8.07 Live Presentations**

The UNIVERSITY may request respondents(s) submitting the best offers to give presentations explaining and clarifying their offering. A date for these presentations has been identified in

the RFP schedule. Changes in offers will not be permitted during these presentations. The UNIVERSITY expects the respondent(s) to be available for questions and clarifications and summarize their overall offerings regarding how they, as the UNIVERSITY's professional communication services partner, would attain the objectives outlined in the RFP.

**Article IX. PROPOSAL FORM**

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**(Name of firm or individual responding)**

Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
PROFESSIONAL COMMUNICATION SERVICES  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
UNIVERSITY RELATIONS  
ON BEHALF OF  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
RFP #16-3017-AL-C  
OPENING DATE: WEDNESDAY, MARCH 23, 2016  
TIME: 11:00 AM, CDT

**Article X.     AUTHORIZED RESPONDENT REPRESENTATION**

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the UNIVERSITY of Missouri. Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

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 (Sole Proprietorship)     Partnership     Corporation			
If a corporation, incorporated under the laws of the State of:			
Licensed to do business in the State of Missouri? Circle One:   YES/NO			

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

**Article XI.     RESPONDENTS CERTIFICATE**

The Respondent/SUPPLIER(s) hereby certifies:

That the proposal is genuine and is not made in the interest of or on behalf of an undisclosed person, or firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he or she has not directly induced or solicited any other respondent to put in a false or sham proposal;

That he or she has not solicited or induced any person, firm or corporation to refrain from responding, and;

That he or she has not sought by collusion or otherwise to obtain for himself any advantage over any other respondent or over UNIVERSITY of Missouri System (UM System), it's campuses, UNIVERSITY of Missouri – Columbia (MU), UNIVERSITY of Missouri - Kansas City (UMKC), UNIVERSITY of Missouri – St. Louis (UMSL) and Missouri Science and Technology (MS&T) or any of its affiliations, associations and subsidiaries including St. Louis Public Radio (SCE).

The UNIVERSITY System and its campuses, affiliations, associations, and subsidiaries from serves from time to time as a SUPPLIER(s)for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to sub SUPPLIER(s)s of Government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706) and Executive Order 11758, and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses by the Government in such circumstances are incorporated herein by reference.

By virtue of the policy of the UNIVERSITY of Missouri Board Of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of the policy of the Board of Curators, preference will also be given to all firms' corporations, or individuals doing business as Missouri firms, corporations, or individuals.

Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

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Authorized Respondents Signature

Date

## **Article XII. STATEMENT OF QUALIFICATIONS & FINANCIALS**

The Respondent/SUPPLIER(s) shall complete this form and following tables as a statement of Respondent/SUPPLIER(s) qualifications and financial strength. Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

**Table 1. Company or Sole Proprietorship Information**

<b>Qualifications</b>	<b>Response</b>
Number of Years in Business?	Years:
If not under present firm name, list previous firm names and types of organizations (i.e. LLC, Inc.).	

**Table 2. Company of Sole Proprietorship Contract Information**

<b>Contracts on Hand</b>					
<b>Item</b>	<b>Contract Name/#</b>	<b>Purchaser/Client</b>	<b>Contract Amount</b>	<b>Contract % Completed</b>	<b>Contract Default (Circle one)</b>
<b>1</b>			\$	%	Yes/No
<b>2</b>			\$	%	Yes/No
<b>3</b>			\$	%	Yes/No
<b>4</b>			\$	%	Yes/No
<b>5</b>			\$	%	Yes/No
<b>6</b>			\$	%	Yes/No
<b>7</b>			\$	%	Yes/No
<b>8</b>			\$	%	Yes/No
<b>9</b>			\$	%	Yes/No
<b>10</b>			\$	%	Yes/No

**Table 3. Company Sole Proprietorship Financial Information**

<b>Financial and Banking Qualifications</b>	<b>Circle one</b>
Do you have a current financial statement on file with the University?	Yes/No
If you do not have a current financial statement on file with the University the Respondent/Supplier(s) shall file a statement with this bid, sealed in a separate envelope and appropriately designated along with the pricing and costs for service requested here within.	

**Table 4. Company Sole Proprietorship Banking References**

<b>Bank Name</b>	<b>Account Contact Name</b>	<b>Contact Phone #</b>	<b>Account Type</b>

\_\_\_\_\_  
Authorized Respondents Signature

\_\_\_\_\_  
Date

**Article XIII. PRICING & COSTS SEPARATE SEALED ENVELOPE**

The Respondent/SUPPLIER(s) proposes to furnish the following items and/or services at the prices quoted in the following tables, and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the UNIVERSITY OF MISSOURI. Pricing includes and details all costs. In addition to completing Table 1. below Supplier is required to detail all pricing and costs on a separate sheet. Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

**Table 1. Professional Communication Services Price**

<b>Monthly Retainer &amp; Expenses</b>	<b>Price</b>
April 2016	\$
May 2016	\$
June 2016	\$
July 2016	\$
August 2016	\$
September 2016	\$
October 2016	\$
November 2016	\$
December 2017	\$
January 2017	\$
February 2017	\$
March 2017	\$
<b>Monthly Retainer Subtotal</b>	<b>\$</b>
Estimated Total Costs (April 2016 – March 2017)	\$
Estimated Total Travel Expenses (April 2016 – March 2017)	\$
Estimated Miscellaneous Expenses	\$
<b>Expenses Subtotal</b>	<b>\$</b>
Higher Education Discount	\$
<b>Grand Total</b>	<b>\$</b>



## Article XIV. REFERENCES

### Section 14.01 Prior Experience of Respondent Form

The Respondent/SUPPLIER(s) shall copy and complete this form for each reference (Required: Three (3) References for projects within the last five years) being submitted as demonstration of the Respondent/SUPPLIER(s) prior experience. Respondent/SUPPLIER(s) is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered. Respondent/SUPPLIER(s) is advised omission of this form may result in disqualification.

<b>Respondent/SUPPLIER(s) Name:</b>	
<b>Reference Information (Prior Services Performed For)</b>	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the University of Missouri System and its campuses, affiliates, subsidiaries, and associations for additional discussions regarding my company's association with the Respondent referenced above:

\_\_\_\_\_  
*Signature of Reference Contact Person*

\_\_\_\_\_  
*Date of Signature*

## **Article XV. SUPPLIER DIVERSITY PARTICIPATION FORM**

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2<sup>nd</sup> Tier spending:

- 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.
  - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2<sup>nd</sup> tier as the purchase is directly fulfilling the contractual obligation.
  - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2<sup>nd</sup> Tier. Dollars can be tracked and traced to fulfilling the contract.
- 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.
  - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
  - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2<sup>nd</sup> tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 <sup>st</sup> or 2 <sup>nd</sup> Tier
	%	
	%	
	%	
	%	
	%	

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

*This form is related to Section 7 of the General Terms and Conditions.*

## **Section 15.01 ATTACHMENT A - 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-mo.gov/slde](http://www.stlouis-mo.gov/slde)  
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  
314-231-5555  
[www.slmhc.org](http://www.slmhc.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

## Section 15.02 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

**Please include what organization your firm has secured certification from with a certification number and date it expires.** \_\_\_\_\_

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	<input type="checkbox"/> (M)
Distributor/Wholesaler	<input type="checkbox"/> (D)
Manufacturer's Representative	<input type="checkbox"/> (F)
Service	<input type="checkbox"/> (S)
Retail	<input type="checkbox"/> (R)
Contractor	<input type="checkbox"/> (C)
Other	<input type="checkbox"/> (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. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

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

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