

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF A  
LANDSCAPE AND GROUND MAINTENANCE  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
UNIVERSITY OF MISSOURI HEALTH CARE  
RFP # 31042  
OPENING DATE: NOVEMBER 20, 2018  
TIME: 12:00 PM CST**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared By:

Kyla Rogers

Strategic Sourcing Specialist

University of Missouri System Supply Chain

2910 LeMone Industrial Blvd

Columbia, MO 65201

Dated: October 25, 2018

**RFP 31042**  
**LANDSCAPE AND GROUND MAINTENANCE**  
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**NOTICE TO RESPONDENTS**

The University of Missouri requests proposals for the Furnishing and Delivery of a **Landscape and Ground Maintenance, RFP 31042** which will be received by the undersigned at University of Missouri Supply Chain, until November 20, 2018 at Noon CST. **Request for Proposals will be opened and identified starting at 12:15 PM., CT. The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

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

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

**Questions shall be submitted no later than 11/14/18 if applicable.**

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI

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Columbia, MO 65201

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

**A. General Terms and Conditions**

1. **Purpose:** The purpose of the solicitation is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB/RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

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. The Supplier Diversity Participation Form located at [www.umsystem.edu/media/fa/procurement/Supplier\\_Diversity\\_Participation\\_Form.docx](http://www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.docx) 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.

Bidders/Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form located at [www.umsystem.edu/media/fa/procurement/Supplier\\_Diversity\\_Participation\\_Form.docx](http://www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.docx). The Bidder/Respondent must describe what suppliers and/or how the Bidder/Respondent will achieve the Supplier Diversity goals. Evaluation of bids/proposals shall include the proposed level of Supplier Diversity participation. Bids/Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during bid/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 of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Bidder/Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order

11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

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.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity

resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

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

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

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

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

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

**2. Preparation of Request for Bids/Proposals:** All bids must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of NAME OF BID, RFB#BID NUMBER." **If addressed and sent via standard USPS mail or sending by express delivery:** University of Missouri Supply Chain, 2910 Lemone Industrial Blvd, Columbia MO 65201. **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

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

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

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



Time will be of the essence for any orders placed as a result of this RFB/RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder'

Bid/respondent's Proposal and accepted by the University. Unless otherwise specified in the RFB/RFP specifications, all bids/proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

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

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

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

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

It is understood that all proposals shall remain firm for a period of at least 120 calendar days from submission.

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

The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Bidder's bid/Respondent's response in order to verify the intent. The Bidder/Respondent is cautioned, however, that its bid/response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Bidder/Respondent whose product or service meets the terms, conditions, and specifications of the RFB/RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder/Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the bidder/respondent to perform as required; whether the bidder/respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder/respondent; the quality of past performance by the Bidder/Respondent; the previous and existing compliance by the Bidder/Respondent with related laws and regulations; the sufficiency of the Bidder's/Respondent's financial resources; the availability, quality and adaptability of the Bidder's/Respondent's equipment, supplies and/or services to the required use; the ability of the bidder/respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

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

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

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

5. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
6. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

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

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

7. **Delivery:** Delivery shall be made FOB University of Missouri, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the bidder.
8. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

- 9. Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- 10. Cooperative Purchasing:** The intended coverage of this RFB/RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care and their affiliates. For more information, see <http://www.umsystem.edu/ums/about/facts/>.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri as well as any affiliates of The University of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions or affiliates is at the discretion of bidders/respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions or affiliates is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

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

**GENERAL**

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

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to University of Missouri System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, with a notation on the sealed envelope showing the contents to be a proposal for a **"LANDSCAPE AND GROUNDS MAINTENANCE" RFP 31042** and received no later than **11/20/18, 12:00 PM CDT**.

All proposals must be submitted, in one (1) original hard copy as well an electronic version on a CD or flash drive in PDF format. **Questions shall be submitted no later than 11/14/18.**

***All questions must be addressed to: \*\*Please submit all questions via email to Kyla Rogers at [rogersk@umsystem.edu](mailto:rogersk@umsystem.edu).***

***Kyla Rogers  
University of Missouri System Supply Chain  
2910 LeMone Industrial Blvd  
Columbia, Missouri 65201  
573-882-8212  
[rogersk@umsystem.edu](mailto:rogersk@umsystem.edu)***

**SCOPE OF CONTRACT**

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

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

**This contract can be utilized by any of the University of Missouri business units.**

**SITE TOUR**

A MANDATORY tour to view the site has been scheduled for (11/09/18) at (8:00 AM). Please meet in the Lobby area at South Providence Medical Building. If you desire to tour the site, please notify (Kyla

Rogers) at [rogersk@umsystem.edu](mailto:rogersk@umsystem.edu) before 5 PM (11/07/18).

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

#### **Warranty Period:**

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

#### **Financial Disclosure:**

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

#### **Missouri Contract:**

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

#### **Contract Period**

The contract period shall be effective January 1, 2019 through December 31, 2019, with the option by the University to renew for four (4) additional annual terms.

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

#### **Instructions for Proposal Response**

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. **Not responding to each Mandatory specification can and will result in the vendor response being rejected for further consideration.** Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If “no response” or insufficient response to substantiate compliance is provided,

the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

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

**Volume I** – Functional Technical Section is to be submitted in the form of one (1) original hard copy and one (1) electronic copy, and must contain:

- Response to Information for Respondents and General Conditions, Response to Information Technology Standards and Requirements Questionnaire, Mandatory Specifications and vendor responses, and Evaluation Questions and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

**Volume II** - Financial Response Section must be submitted in a separately sealed envelope in the form of one (1) original hard copy and one (1) electronic copy and contain:

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

**Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.**

Confidentiality of Information:

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

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

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

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

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

how specifications are met. A team of University individuals will evaluate and assign points to vendor's responses to the evaluation questions. Financial responses will not be shared with the committee or evaluated until after the scoring of the functional evaluation has been completed by the evaluation team. Procurement will then score the financial proposals. The financial scores will then be combined with the committee's functional scoring to identify the rank of responses. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

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

#### **PAYMENT TERMS AND CONDITIONS**

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

#### **VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS**

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

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

#### **INSURANCE**

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

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any



endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

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

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

### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**

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

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

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **BACKGROUND AND HEALTH SCREENING REQUIREMENTS ON SITE, NON-CLINICAL CONTRACT PERSONNEL**

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

### **i. Indemnification of Customer.**

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

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

### **ii. Vendor and Vendor’s Staff**

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

- a. Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven years immediately preceding the staffing assignment. Vendor must provide customer with results dated within thirty (30) days of staffing assignment start date;
- b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date

- c. perform and provide satisfactory result the following background checks on staff assigned to University. The checks must be performed on an annual basis and always current, having been checked within previous 12 months.

#### **Office of Inspector General – Exclusion and Debarment Listing**

##### **Employee Disqualification Listing – Missouri Department of Health and Senior Services**

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

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

- f. Obtain and provide to customer at least two performance references from the staff's most recent employment (no older than 12 months). The reference must be from an actual work supervisor or manager and that person must indicate that staff would be eligible for re-hire by them;
- g. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the staff and any other work permit documentation for the staff as required by federal law or regulation. Copies of actual documentation must be provided to customer prior to staffing assignment start date;
- h. Verify staff's identity by examining staff's current photo identification or a copy of current photo identification and provide this to customer;
- i. Verify the staff's current resume and ensure it contains all work history and personal contact information, resume must be provided to customer prior to interview;
- j. Ensure that staff have completed the appropriate skills checklists and those are provided to customer prior to interview;
- k. Vendor must complete the health and background screening attestation to this Agreement warranting that: (a) Vendor has completed a background check and health screening for each Staff in accordance

with the requirements set forth in this agreement; (b) there has been no break in service of the Staff with the Vendor since conducting these background checks and health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customer under this Agreement; or (ii) otherwise impact patient health or safety.

## ii. Immunizations and Health Screening Requirements

Proper immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of MO Healthcare (MUHC). Agencies, independent contractors, and vendors with potential patient contact are required to provide documentation to MUHC that the following immunizations and Tb screening have been completed prior to starting the assignment for all persons working at MUHC. For any group these records must be accessible to MUHC Staff Health Services prior to starting an assignment and within twenty four hours of formal requests **any time** during the assignment. Annual Tuberculosis (Tb) testing and Flu vaccination reminder notifications must be maintained and provided to staff by Booking Agency.

- a. Documentation of immunity to Measles, Mumps, and Rubella airborne diseases usually provided as MMR vaccines. Persons born after 1957 must provide documentation of: 1). Receipt of **two** doses of live Measles and Mumps vaccine after their first birthday (one dose should be **after** 1980) or 2). Physician diagnosed Measles or Mumps or 3). a blood test record showing Measles, Mumps, and Rubella immunity. If any of the blood tests show lack of immunity two MMR vaccines will be required. Those without a record showing immunity will be vaccinated as noted above. Any person born before 1957 without a documented history of disease must also be vaccinated without blood testing done.
- b. Documentation of Rubella immunity by **one** vaccination or blood test showing immunity. Rubella disease history is not accepted in lieu of vaccine or test.
- c. Documentation of immunity to Chickenpox, either by record of **two** vaccinations (given at least one month apart) or a blood test showing immunity. If the blood test doesn't show immunity, the person is required to obtain two Chickenpox immunizations as noted above.
- d. **Documentation of one Influenza vaccine annually is required for all staff to be completed by early November.**
- e. **Tuberculosis Screening** Agency must ensure that each Booked Staff has undergone Mantoux Tb skin testing within the three months immediately preceding any Staff Booking. If greater than twenty four months since the preceding Tb skin test then a two-step Tb test must be given at least seven days apart. If a positive Tb skin test occurs, then Booked Staff is required to obtain a chest x-ray to confirm there is no active Tb infection in lungs. If any Staff with a history of Tb exposure or positive Tb skin or QFT-Gold testing, which was previously followed with a negative chest x-ray, reports new respiratory symptoms of active Tb, the Agency must ensure that the Staff undergoes additional appropriate chest x-ray or other diagnostic lung testing as indicated, at no additional charge, and must ensure that (a) the results indicate that the Staff is free from active Tb, or (b) if the skin test or x-ray is positive for Tb, the Staff has completed a Tb consult form before continuing or reporting for any staffing assignment., Annually during the original hire month for those with positive Tb tests, Booked Staff must undergo a Tb symptom review to verify absence of active Tb symptoms and acknowledge understanding of active Tb symptoms which could occur. Annual Tuberculosis (Tb) testing and Flu vaccination reminder notifications must be maintained and provided to MUHC Staff Health by Booking Agency.

## iii. Immunization Records

Each Booked Staff member, prior to beginning any staffing assignment, or within the timeframe determined by the applicable Customer, must provide to Agency records that establish the following:

- a. The Staff is free of Tb or has had a Tb consult as set forth in Section III.2.
- b. For Booked Staff potentially exposed to blood during their assigned work, the Staff will be asked if they are immunized against Hepatitis B. If they have not received the Hepatitis B vaccine series previously and choose to decline, they will be asked to sign a declination. They will also be advised of the risks of declining the immunization as required under OSHA regulations and any applicable local laws or regulations. **This vaccine is reviewed annually if declined.** All Booked Staff working in departments with potential blood or blood product exposure must have signed declinations to Hepatitis B vaccination, or have documentation of a positive quantitative Hepatitis B titer, or proof of three Hepatitis B vaccinations.
- c. Acceptable documentation could include:
  1. A copy of immunization booklets signed by a physician.
  2. Copies of reports from a physician's office, hospital, or health departments, showing specific dates of immunizations, blood antibody tests, or Mantoux Tb skin tests results.

iv. **Staff Health Services Option**

If Agency, vendor, or contract staff have not completed their immunizations/testing or cannot provide proper documentation, they may, with approval from the Chief Human Resources Officer, be vaccinated and tested at MUHC Staff Health. **The agency, vendor, or independent contractor agrees to pay/reimburse MUHC Staff Health for vaccinations or testing of these Booked Staff if performed at MUHC Staff Health Services. If provided elsewhere, the Agencies, independent contractors, and vendors, must be able to produce these records on hire, and annually during month of hire, and within twenty four hours anytime during the assignment. The Company representing each Agency, vendor and contract staff are required to track and notify their staff of the annual Tb testing month and flu vaccine requirement and confirm Tb compliance annually on the staff member's month of hire and the flu vaccine given during annually designated fall campaign.**

The following list reflects current costs of discussed vaccinations and Tb testing at MUHC Staff Health.

<u>VACCINATIONS</u>	<u>COST</u>
MMR each	\$65.00*
Tuberculin (TB Skin test)	\$5.00*
Chicken pox each	\$110.00*
Hepatitis B each (3 in series)	\$55.00*
Flu vaccine each	00.00*
Chest x-ray with interpretation	\$225.00*
 <u>BLOOD VERIFICATION</u>	
Chickenpox Antibody (Ab)	\$15.00*

<b>Quantitative Hep B Surface Ab</b>	<b>\$15.00*</b>
<b>Rubella Antibody</b>	<b>\$15.00*</b>
<b>Quantiferon-Gold</b>	<b>\$40.00*</b>

(\*Subject to market changes-verify cost prior to obtaining).

## Consignment

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

## Compensating Controls and Descriptions

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

## MANDATORY SPECIFICATIONS

1. It is mandatory that the respondent have at least three (3) years of commercial lawn care experience. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
2. It is mandatory that the respondent provide three (3) current or within most recent 24 months, references by institutional name, contact person's name and phone number who are able to provide information to support your ability to perform this contract.  
Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
3. It is mandatory that the successful respondent shall plan, and maintain each facility as described in the above specification. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_

4. It is mandatory that the vendor mow the grass and keep maintenance weekly, with a maximum mowing height of four inches, but realizes that weather may be a factor requiring variances in the frequency. Lawn will be inspected weekly during any growing season. To increase the frequency of mowing more than weekly, the vendor must obtain approval from UMHC Engineering Services Department Supervisor. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
5. It is mandatory the respondent utilize weed eaters and hand mowers as necessary to trim around signs, islands, posts, drainage structures, trees, mail boxes, driveways, curbs, utility poles and other miscellaneous obstructions. Areas under construction will be cut as much as possible and upon completion of the construction, the contractor will complete the mowing/trimming required in the construction area. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
6. It is mandatory the respondent shall perform the work on any day(s) of the week between the hours of 6:00 A.M. and 9:00 P.M., and anytime on Saturday and Sunday. All weed eating and mowing around parking areas must be performed after 6:00 A.M. Monday thru Friday and anytime on Saturday and Sunday. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
7. It is mandatory that UMHC Engineering Services Manager or his authorized representative and the contractor must mutually understand work priorities, maintenance methods, and management techniques. Upon request and /or necessity, an authorized UMHC Engineering Services representative will accompany the contractor to work area to further clarify or describe maintenance methods and procedures. All work described shall be performed under the guidance of the UMHC Engineering Services Manager or his authorized representative and subject to his approval. Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
8. It is mandatory the respondent shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Engineering Services Manager or his authorized representative may require the contractor to discontinue hazardous work practices upon written notice. It is required that the contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property. Written notice of any accidents is required within 24 hours.  
Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_
9. It is mandatory the vendor exercise good judgment, regarding damage to ground; leaving ruts, during mowing. Failure to perform services specified; may result in non-payment.  
Confirm Compliance **YES** \_\_\_\_\_ or **NO** \_\_\_\_\_

**Desirable Criteria**

1. It is desirable that the respondent have extensive commercial Lawn Care experience, of the type and scope as described in the detailed specifications at the facilities of equal size to UMHC. Name facilities and when served. Explain duration and extent of experience in detail.

2. Provide 3 professional references as stated in mandatory specification. The quality of references checked will be factored into the non-financial award criteria.
3. It is desirable that the respondents provide the highest quality of service staff. Describe your screening and training process of any personnel for the contract.
4. It is desirable that the respondent provide documents in regards to training and safety program certifications.
5. It is desirable that the respondent provide well maintained equipment that will provide a neat and professionally groom lawn/landscape. Describe your equipment maintenance program.

#### **SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS**

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



## REQUEST FOR PROPOSAL FORM

RFP # 31042

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

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

LOCATION	Price Per Service Monthly
<b>A) South Providence Medical Building -551 E Southampton Dr. Columbia, MO 652011</b>	<b>\$</b>
1) Mowing, Trimming, Edging, and Blowing	\$
2) Turf Care-Fert., herbicide, insecticide, and spot spraying.	\$
3) Bed Maintenance	\$
4) Shrub Fertilization and insecticide applications.	\$
5) Mulch-entire property except for pond.	\$
6) Hanging Basket Installation	\$
7) Shrub and Tree Prune	\$
8) Color Maintenance Visit	\$
9) Trash pick-up	\$
10) Irrigation Repair (Maintenance and or repair of entire system including Pump, Irrigation controller, hanging baskets etc.)	\$
11) Brush Hog Orchard field (7 acres 6x's per growing season May 1-Nov1).	\$
12) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.	\$
13) Aerification.	\$
14) Overseeding.	\$
15) Edge Curbs and walkways.	\$
16) Seasonal Color Removal.	\$
17) Irrigation winterization.	\$
18) Irrigation spring start up.	\$
<b>B) Fairview Clinic- 101 S Fairview Rd, Columbia, MO 65203</b>	<b>\$</b>
1) Mowing, Trimming, Edging, and Blowing	\$
2) Bed Maintenance	\$
3) Shrub Fertilization and insecticide applications	\$
4) Mulch- entire property.	\$

5) Shrub and Tree Prune	\$
6) Color Maintenance Visit	\$
7) Trash Pick- up	\$
8) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.	\$
9) Edge Curbs and walkways.	\$
10) Seasonal Color Removal	\$

**C) Quarter Deck Building-2401 LeMone Industrial Blvd; Columbia, Missouri 65201.**

	\$
1) Mowing, Trimming, Edging, and Blowing	\$
2) Bed Maintenance	\$
3) Shrub Fertilization and insecticide applications	\$
4) Mulch- entire property.	\$
5) Shrub and Tree Prune	\$
6) Color Maintenance Visit	\$
7) Trash Pick- up	\$
8) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.	\$
9) Irrigation Repair (Maintenance and or repair of entire system)	\$
10) Aerification.	\$
11) Overseeding.	\$
12) Edge Curbs and walkways.	\$
13) Seasonal Color Removal.	\$
14) Irrigation winterization.	\$
15) Irrigation spring start up.	\$

**AUTHORIZED RESPONDENT REPRESENTATION**

Number of calendar days delivery after receipt of order		Payment Terms	
Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Circle one:    Individual       Partnership       Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ____yes ____no			

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

**ATTACHMENT A**  
**SUPPLIER DIVERSITY PARTICIPATION FORM**

The 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-----

## 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/sldc](http://www.stlouis-mo.gov/sldc)  
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council  
317 N. 11<sup>th</sup> St. Suite 502  
St. Louis, MO. 63101  
314-436-8877  
[www.midstatesmsdc.org](http://www.midstatesmsdc.org)  
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council  
777 Admiral Blvd.  
Kansas City, MO. 64106  
816-221-4200  
[www.mpmsdc.org](http://www.mpmsdc.org)  
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City  
1000 Walnut Suite 500  
Kansas City, MO. 66106  
816-426-4900  
<http://www.sba.gov/about-offices-content/2/3123>  
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis  
1222 Spruce St. Suite 10.103  
St. Louis, MO. 63103  
314-539-6600  
<http://www.sba.gov/about-offices-content/2/3124>  
St. Louis SBA Office. Info for Federal Gov. Certification.

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

St. Louis Minority Business Council

308 N. 21<sup>st</sup> St, 7<sup>th</sup> floor

St. Louis, MO. 63101

314-241-1143

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

St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago

8 S. Michigan Ave Suite 400

Chicago, Illinois 60603

312-853-3477

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

Certification for WBE's in the Missouri area



## ATTACHMENT B SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: ☐ Yes ☐ No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is 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.,

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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: \_\_\_\_\_

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## EXHIBIT 1 DELIVERABLES

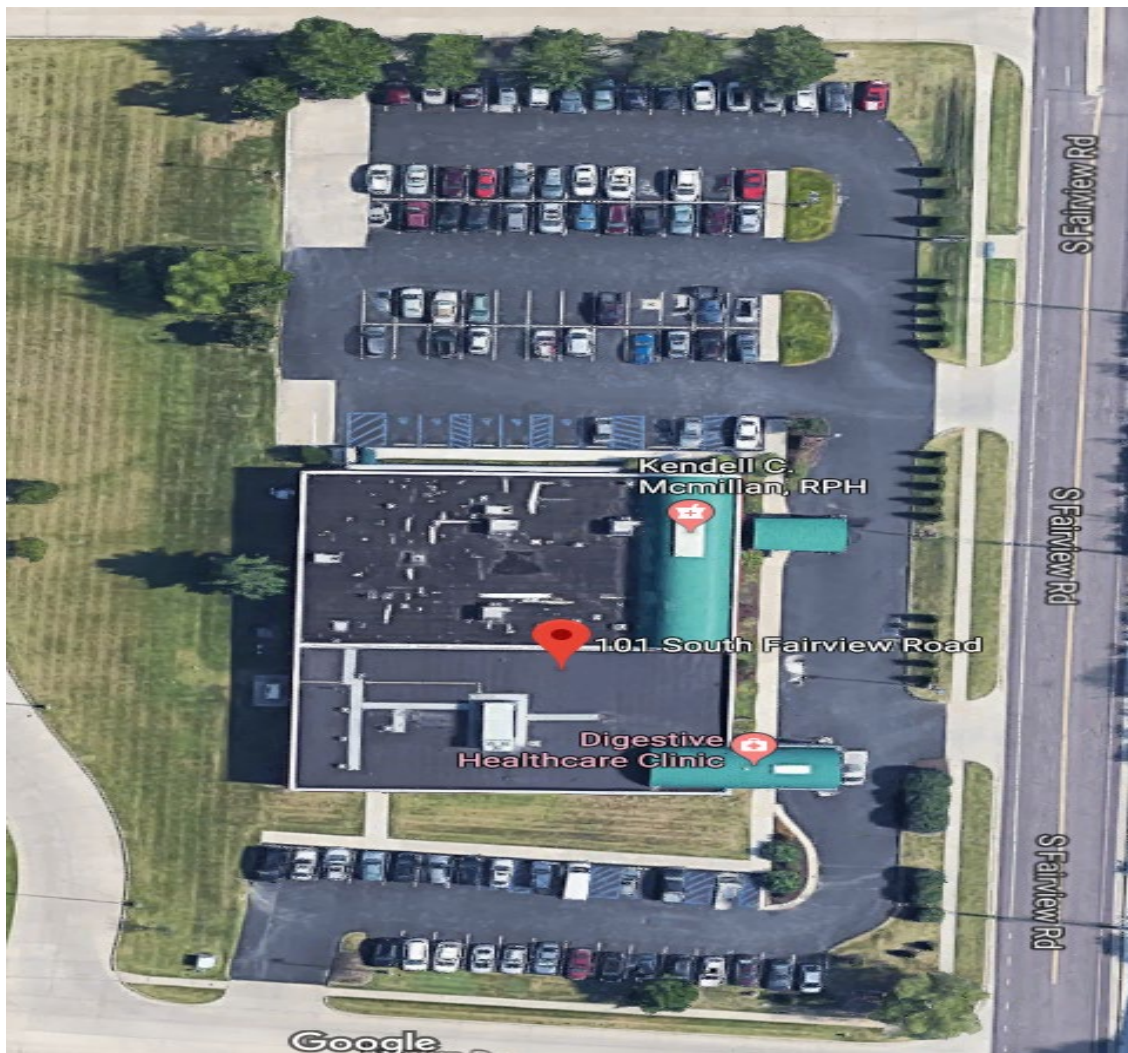
### **A) South Providence Medical Building-551 E Southampton Dr. Columbia, MO 652011**

- 1) Mowing, Trimming, Edging, and Blowing
- 2) Turf Care-Fert., herbicide, insecticide, and spot spraying.
- 3) Bed Maintenance
- 4) Shrub Fertilization and insecticide applications.
- 5) Mulch-entire property except for pond.
- 6) Hanging Basket Installation
- 7) Shrub and Tree Prune
- 8) Color Maintenance Visit
- 9) Trash pick-up
- 10) Irrigation Repair (Maintenance and or repair of entire system including Pump, Irrigation controller, hanging baskets etc.)
- 11) Brush Hog Orchard field (7 acres 6x's per growing season May 1-Nov1).
- 12) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.
- 13) Aerification.
- 14) Overseeding.
- 15) Edge Curbs and walkways.
- 16) Seasonal Color Removal.
- 17) Irrigation winterization.
- 18) Irrigation spring start up.



**B) Fairview Clinic-** 101 S Fairview Rd, Columbia, MO 65203

- 1) Mowing, Trimming, Edging, and Blowing
- 2) Bed Maintenance
- 3) Shrub Fertilization and insecticide applications
- 4) Mulch- entire property.
- 5) Shrub and Tree Prune
- 6) Color Maintenance Visit
- 7) Trash Pick- up
- 8) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.
- 9) Edge Curbs and walkways.
- 10) Seasonal Color Removal





**C) Quarter Deck Building-2401 Lemone Industrial Blvd; Columbia, Missouri 65201.**

- 1) Mowing, Trimming, Edging, and Blowing
- 2) Bed Maintenance
- 3) Shrub Fertilization and insecticide applications
- 4) Mulch- entire property.
- 5) Shrub and Tree Prune
- 6) Color Maintenance Visit
- 7) Trash Pick- up
- 8) Replacement of Dead or undesirable Trees, Shrubs, flowers, and plants.
- 9) Irrigation Repair (Maintenance and or repair of entire system)
- 10) Aerification.
- 11) Overseeding.
- 12) Edge Curbs and walkways.
- 13) Seasonal Color Removal.
- 14) Irrigation winterization.
- 15) Irrigation spring start up.

