

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared By:

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

RFP 31152

LANDSCAPE AND GROUND MAINTENANCE

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Notice to Respondents.....

Below General Terms and

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

A. General Terms and Conditions

1. **Purpose:** The purpose of the solicitation is to require the furnishing of the highest quality equipment, supplies, material, and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB/RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified ~~h10~~ (b) M Tw 3.55 15 (td(e)9 (d)4(td(e)9 6 (e)9 (m(/0 Tc On 2r)10 (a)10 (y)8l4 (e)3 (g)6 (ul)30.007 Tw 0

6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.
8. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified by a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. The Supplier Diversity Participation Form located at www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.d_ocx provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African- American, Hispanic, Native- American Asian Indian/Pacific), Women (WBE), Veterans (VBE- Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).
9. **Second Tier Diverse Supplier Spending and Reporting:** The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:
10. Direct 2

15. The Director of Supplier Diversity and Small Business Development can provide more detail.
16. Bidders/Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form located at www.umsystem.edu/media/fa/procurement/Supplier_Diversity_Participation_Form.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.
17. Bids/Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during bid/proposal review.

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

19. The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

20. If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Bidder/Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

21. **Applicable to Td(k)L1 (rs)-4 5()Tj()Tj40 12 48 208.56 o.**

22. 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
23. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
24. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).
25. Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

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

B. Instructions to Bidders/Respondents

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

Time will be of the essence for any orders placed as a result of this RFB/RFP.

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

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

The University reserves the right to make an award to the responsive and responsible Bidder/Respondent whose product or service meets the terms, conditions, and specifications of the RFB/RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the respondent,

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

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

UNIVERSITY OF MISSOURI

DETAILED

SITE TOUR

A MANDATORY tour to view the site has been scheduled for (11/28/23) at (10:00 AM) and (11/29/23) at (10:00 AM).

Warranty Period:

The bidder shall provide a complete description of any

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

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

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

x 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.**

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

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

Confidentiality of Information:

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

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

EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

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

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

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

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

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

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guards and protective devices at

REQUEST FOR PROPOSAL FORM
RFP # 31152

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

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

AUTHORIZED RESPONDENT REPRESENTATION

Number of

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

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE Yes No

MISSOURI FIRM: Yes No

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

BUSINESS TYPE:

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

SOLE PROPRIETORSHIP: Yes No

SUPPLIER'S CERTIFICATION:

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

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____

**ATTACHMENT C
PHYSICIAN SELF-REFERRAL**

Company Name

Signature

Date

Print Name

Title