

REQUEST FOR PROPOSALS
FOR
CUSTOM CASEWORK
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA

RFP # 16 9007 DH C

OPENING DATE: APRIL 1, 2016

TIME: 2:00 PM, CT

Prepared by:

Darla Higgins
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 Lemone Industrial Blvd
Columbia, MO 65201

Dated: March 7, 2016

NOTICE TO RESPONDENTS

The University of Missouri requests proposals for CUSTOM CASEWORK RFP # 16 9007 DH C, which will be received by the undersigned at the UM System Supply Chain, University of Missouri, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 2:00 p.m., CT, April 1 , 2016 . Proposals will be opened and identified starting at 2:05 p.m., CT.

*The University of Missouri System Supply Chain will conduct a Pre-Proposal Conference Call on March 16th, 2016, at 10:00 a.m. **Respondents are encouraged to join attend the conference call.** The conference call will provide a detailed explanation of the purpose of the Proposal, the process in which contractors will be informed and awarded future University of Missouri Casework projects. The pre-proposal conference call will allow for a questions and answers; from both University Facilities Services and Procurement Services.*

The purpose of this Request for Proposal is to allow the University of Missouri – Facilities Services to acquire pre-qualified Casework Contractors for future University of Missouri projects. If you are a Casework contractor or company and seeking to do business with the University it is strongly encouraged that you respond to this Proposal and attend the conference.

Conference Call Information:

Toll-Free dial-in number: (866) 957-7737

Conference Pin: 9770138353

Date: March 16th, 2016

Time: 10:00 a.m. (CT)

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from the UM Procurement Services web site at <http://www.pmm.missouri.edu> by selecting bid information. Vendors are strongly encouraged to check the site periodically in the event addenda are issued.

The University of Missouri reserves the right to waive any informality in proposals and to reject any or all proposals.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Darla Higgins,
Strategic Sourcing Specialist
University of Missouri System Supply Chain
higginsdj@umsystem.edu

Dated: March 7, 2016

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

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the 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. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UM 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 2nd 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 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd 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 2nd Tier spending.

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

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

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

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

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

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, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
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 Health Care Financing Administration.

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 Detailed Specifications and Special Conditions, 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 Detailed Specifications and Special Conditions, 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 Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO RESPONDENTS

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

Any and all communications from Respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. Written communication can be mailed to UM System Supply Chain, 2910 Lemone Industrial Blvd, Columbia, MO 65201 Attention: Darla Higgins, Strategic Sourcing Specialist; or emailed to higginsdj@umsystem.edu. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions, as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and

conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

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

2. **Preparation of Proposals: All proposals must be submitted, in two originals and one copy on a CD or jump drive,** on the proposal form accompanying these specifications along with 1 electronic copy and must be enclosed in a sealed envelope plainly marked: "Proposal for CUSTOM CASEWORK RFP# 16 9007 DH C ", and addressed, mailed and/or delivered to MU System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Darla Higgins.

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

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

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at 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 RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

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

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

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

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

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

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

of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the Respondent to perform as required; whether the Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the Respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

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

5. **Contract Award and Assignment:** The successful Respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

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

6. **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.
7. **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.

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

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

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

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS, CUSTOM CASEWORK

1. Introduction

The Curators of the University of Missouri, a public organization, purpose to contract on behalf of the University of Missouri System (referred to as “University”) with an organization (referred to as “Contractor”) CUSTOM CASEWORK; 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 the University of Missouri System Supply Chain, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201. With a notation on the sealed envelope showing the contents to be a proposal for CUSTOM CASEWORK RFP#: 16 9007 DH C and received no later than, April 1, 2016 at 2:00 p.m. CT.

All proposal must submitted, in 2 hard copies, and 1 electronic copy (CD, thumb drive, or flash drive) is the only acceptable form of electronic copy. All pricing solutions must be submitted in a separate from the proposal solution. Questions must be submitted on or before March 24, 2016 5:00 p.m.

2. Objective

The University of Missouri –Columbia is seeking proposals to select one or more preferred contractors for the fabrication and installation of various (installed or freestanding) casework throughout the coming year. Contractors must provide commercial grade, custom wood casework, epoxy resin and/or high-pressure compact laminate countertops and related accessories for the University of Missouri.

It is understood that providing a response for consideration to the University that there are no guarantees for projects now, no guarantee that an order will be placed. We have projections but they are subject to budget and approvals at a later date. We seek qualifications and skills to determine our preferred contractor listing.

In addition, we seek contractors ready to enter into a contract with this award so that the specific work will be facilitated and only subject to a quote with a contract already in place. Projects will be limited under this contract. We do not anticipate a project to exceed two-hundred and fifty thousand dollars.

3. Contract Period

The contract period shall be mutually agreed upon between the successful respondent and the University prior to contract award.

The contract period shall be from June 1, 2016 through May 31, 2017. If mutually agreeable to by the University and the awarded vendor(s), the contract may be extended by an additional 48 months under the terms of this contract.

4. Award of Contract

Proposals will be awarded based upon the criteria set forth in Section 8 of the Detailed Specifications and Special conditions.

5. Respondent's Proposal

Respondents are required to fully respond with compliance statements to each of the limiting criteria. Respondents are required to fully respond with description of ability to meet (and how) desirable specifications.

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.

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

Volume I – Functional Technical Section is to be submitted with 2 (two) total copies, one original one (1) copy and one electronic file, and must contain:

- Response to Instructions to Respondents and General Conditions, limiting criteria and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

Volume II - Financial Response Section must be submitted in a separately sealed envelope in duplicate (one original, one copy and one electronic file) 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 MBE/WBE commitment response. 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.

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

outlined herein. Proposals shall remain open and subject to acceptance for 60 days from the date of proposal opening.

6. Delivery

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

7. Payment

All proposal to be submitted on the basis of "Preferred" settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

Payment for Services

- Upon invoice approval by the UM Facilities, progress payments will be made against progress billings in accordance with a schedule agreed to by all parties in advance.
- Final payment will be made within 30 days following submission of all goods and completion of all agreed-upon services.

8. Proposal Evaluation and Selection Process

A. RFP Evaluation

1. Proposals will be evaluated in the areas as described in Section C below. The University plans to make a selection based on whose proposal is determined to represent the best value to the University. The University's best value source selection is based on the following: If all offers are deemed competitive and are of approximately equal qualitative (technical, operational, and management) merit, the University will select the offer with the lowest price. However, the University may select for negotiations with a respondent(s) whose proposal(s) offers a higher qualitative merit if the difference in price is commensurate with added value. Conversely, the University may select for negotiations with a respondent whose proposal offers a lower qualitative merit if the price differential between it and other offers so warrants.
2. An evaluation team will evaluate the proposals utilizing the following process:
 - (a) Results of the initial proposal evaluation are used to determine those having a reasonable chance of being selected for award. Proposals determined not to be competitive will be eliminated from further consideration, and the respondents are notified accordingly.

- (b) The University may, at its sole discretion, conduct limited communications with one or more respondents for the purpose of determining whether the proposals should be included for further consideration. Such communications may be conducted to enhance the University's understanding of proposal(s) and may be used to:
 - (i) Validate or clarify the proposed pricing; and
 - (ii) Clarify omissions, ambiguities and uncertainties in respondent's proposal; and
 - (iii) Clarify relevant firm experience information.
 - (c) The University reserves the right to make determinations about any proposals received without conducting further communications with any respondents. Further, the University, at its sole discretion, may waive minor informalities and minor irregularities in proposals received.
- 3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all respondents who have submitted proposals, which are determined to be competitive. The purpose of such discussions is to assist the evaluators in fully understanding each proposal by:
 - (a) Discussing those aspects of each proposal, which contain omissions, ambiguities and uncertainties;
 - (b) Verifying and identifying strengths and weaknesses which could affect work performance;
 - (c) Verifying the validity of the respondent's proposed pricing; and
 - (d) Assessing the proposed personnel and the respondent's capabilities for performing the work.
- 4. After discussions, if any, the initial evaluation findings will be reviewed and may be revised to incorporate the results of the discussions to arrive at a final evaluation.
- 5. The evaluation findings will be compiled by the evaluation team and ratings are assigned which incorporate the results of the proposal assessments and any discussions with respondents.

B. Vendor Selection

- 1. The results of the final RFP evaluation will be approved by the appropriate authorized University personnel and Strategic Sourcing Specialist will notify the selected Respondent and coordinate the negotiation of contractual terms and conditions based on the proposal(s) submitted.
- 2. The University reserves the right to reject all proposals, to award a contract based on initial proposals (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

- C. Specific evaluation questions are found on attachments to this RFP. The criteria and factors for use to evaluate the proposal are listed below in no particular order.
- Limiting Criteria
 - Desirable Criteria
 - Detailed Specifications
 - Cost

9. Limiting Criteria (MANDATORY REQUIREMENTS)

- 9.1 Respondent must comply with the following:
- a. Registered to practice in the State of Missouri
 - b. Maintain office(s) in the State of Missouri

Yes or No_____

- 9.2 Respondent must have three-year' experience in manufacturing of casework.

Yes or No_____

- 9.3 Respondents must the ability to manufacture, delivery, and Installation is required including coordination with owner selected contractor for utilities and/or related work associated with the wood casework, as describe below in the "Standard Detailed Specifications".

Yes or No_____

- 9.4 Respondents must be capable of producing shop drawings requires field measurements and verification, and samples for review for each specific order based upon the architect's construction documents related to the job.

Yes or No_____

- 9.5 Respondents must provide the skill and ability to manufacture, deliver and install case goods as outline in Exhibit A, Standard Specifications.

Yes or No_____

- 9.6 Respondent must provide and comply with University of Missouri Insurance Requirements as outlined:

INSURANCE: If the bidder has provided a bid including installation, and installation is determined to be necessary by the University, the following insurance requirements must be met BEFORE the Contractor will be allowed on University premises to install the equipment.

1. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- XI:

Coverage, Minimum Limits:

Workers Compensation: Statutory

Employers Liability: \$500,000

Auto Liability (To include Owned, Hired, and Non-owned):

\$1,000,000 Combined Single Limit, Per Occurrence and \$3,000,000 Aggregate

Commercial General Liability (Commercial Form MUST include:

Premises & Operations, Contractual, and Products/completed Operations Exposure)

Occurrence coverage is required:

\$1,000,000 Combined Single Limit, Per Occurrence and \$3,000,000 Aggregate

2. 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. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to the policy.
3. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for bids for such contract.
4. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.
5. The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

Yes _____ No _____

10. Desirable Questions (Evaluation)

- 10.1 List a minimum of 3-commercial clients in which the respondent has manufactured, delivered and installed custom case goods. Include; Company name, contact name, address, telephone number, email address and number of years you have worked for each.
- 10.2 Provide evidence of quality of work /workmanship.
- 10.3 List all certifications, education, training, and or trade certifications for staff that will be assigned to the University of Missouri projects. Include years of experience, certifications and skills for each.
- 10.4 Describe your area of expertise as it relates to this request for proposal.

11. Pricing (please provide a cost estimate for the following “sample project below”)

***** Alternate solutions, sizes, materials will be considered.**

University of Missouri Standard Details and Specification:

Manufacture, delivery, and Installation is required including coordination with owner selected contractor for utilities and/or related work associated with the wood casework. Vendor must be capable of producing shop drawings [requires field measurements and verification] and samples for review for each specific order based upon the architect’s construction documents related to the job.

See attached photographic representation of typical details.

Wood Laboratory Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Grade AA, plain sliced.

- Drawers and Fronts
 - Solid drawer fronts
 - All joints doweled, glued and screwed, except drawers may be dovetail or lock shoulder jointed; with interior of units smooth and flush;
 - 100 pound capacity slides: steel, full extension arms, ball bearings, zinc plated
 - 4” stainless steel wire pulls
 - Locking hardware may be required
 - Lock with 5 pin cylinder and 2 keys per lock
- Cabinet box construction
 - All joints doweled, glued and screwed, with interior of units smooth and flush; cabinet bottom flush with top of face frame
 - Plywood end panels
 - Solid face frame stile and rails
 - Solid non-profiled stile and rail door frame with plywood front
 - Solid Filler panels
 - Surface mounted offset five knuckle hinges
 - Provide 2 hinges for doors up to 48 inches tall. Provide 3 hinges for doors over 48 inches tall
 - Cabinet box removable rear panel

- Provide access panels for maintenance of utility service and mechanical and electrical components
 - Plywood hanging rails and corner blocks are acceptable; no MDF or fiberboard
 - Solid blocking beneath bottom panel of cabinet box to protect against long-term sag
 - Cabinet box may be required to be extra deep for back-to-back construction for utility chase
 - Adjustable interior shelving [plywood construction with solid edges] within each base cabinet; Seismic plastic twin pin clips - 4 minimum per shelf
 - 4" stainless steel wire pulls
 - Mechanical catch
 - Locking hardware may be required
 - Lock with 5 pin cylinder and 2 keys per lock
- Finish
 - Single application of clean stain of owner selected color;
 - Coating: Clear satin gloss, superior-quality, acyclic urethane number of coats as required to achieve minimum 1.5 mil dry film thickness
- Countertops and Utility Chases
 - Filled epoxy resin molded into homogenous, non-porous sheets; no surface coating and color and pattern consistent throughout thickness; with integral or adhesively seamed components. Durcon Chemical Resistant SPC or Equal
 - Thickness: 1 inch, nominal
 - Surface Finish: Smooth, non-glare.
 - Color: Black
 - Molded one piece sink basins; solid integral color to match countertops; min ½" material
 - AND/OR [depending on the specific job needs] Decorative high-pressure compact laminates [HPL] of thicknesses of 1/2 in or greater for indoor scientific furniture applications. Sheets consisting of layers of wood-based fibers (paper and or wood) impregnated with thermosetting resins and surface layer(s) on one or both sides, having decorative colors or designs. Trespa Toplab Plus or equal
 - Thickness: 1/2 inch, nominal
 - Surface Finish: Smooth, non-glare.
 - Color: Black
 - Molded one piece sink basins; solid integral color to match countertops; min ½" material

Installation

- Use anchoring devices to suit conditions and substrate materials encountered.
- Set casework items plumb and square, securely anchored to building structure.
- Align cabinets to adjoining components, install filler panels where necessary to close gaps; seal joints between cabinets and countertops and adjacent construction

Adjusting

- Adjust operating parts, including doors, drawers, hardware, and fixtures, to function smoothly

Cleaning

- Clean all components.

Protection

- Do not permit finished casework to be exposed to continued construction activity.
- Repair damage that occurs prior to Substantial Completion, including finishes. Replace units that cannot be repaired to like-new condition.

Service fittings and outlets will be owner provided and installed; vendor must coordinate with owner/architect for cutting and drilling of counter tops, backs, and other components for service outlets and fixtures specific to each job.

Common Details



Drawer, Door, Face Fronts, and Pulls



Interior Base Cabinet, Shelving, and hinges



Drawer Box, Joinery, and Glides



Drawer Box, Front, Joinery, and Glides



HPL Surface, Backsplash, and Sink



HPL Utility Chase



HPL Utility Chase Detail

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
FOR
CUSTOM CASEWORK
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI –COLUMBIA
RFP #16-9007 DH C
OPENING DATE: APRIL 1, 2016
TIME: 2:00 PM, CST

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

AUTHORIZED RESPONDENT REPRESENTATION FORM

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.

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 2nd Tier spending:

- Direct 2nd 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 2nd 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 2nd 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 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.

- Indirect 2nd Tier spending: Calculates the 2nd 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 2nd 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 st or 2 nd 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
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
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
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
Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000
www.mwdbe.org

St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri

MBE/WBE Division

414 E. 12th St

Kansas City, MO. 64106

816-513-1313

Kansas City M/W/DBE database and certification

www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation

1520 Market St. Suite 2000

St. Louis, MO. 63103

314-657-3700

www.stlouis-0mo.gov/sldc

Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council

317 N. 11th St. Suite 502

St. Louis, MO. 63101

314-436-8877

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

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

U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council

308 N. 21st St, 7th floor

St. Louis, MO. 63101

314-241-1143

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

Certification for WBE's in the Missouri area

SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: Yes No

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

WOMAN OWNED BUSINESS (WBE): Yes No

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

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

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

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)

2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. _____ (P)

3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. _____ (B)

4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. _____ (H)

5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. _____ (N)

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

VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

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

MISSOURI FIRM: _____ Yes _____ No

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

BUSINESS TYPE:

Manufacturer _____ (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. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____