

**BID REQUEST NO.: 17-9021-DH-C STRATEGIC SOURCING SPECIALIST: Darla Higgins TITLE: School of Medicine Window Treatment PHONE NO.: (573) 884-8695**

**ISSUE DATE: February 8, 2017 E-MAIL: higginsdj@umsystem.edu**

**RETURN BID NO LATER THAN: March 1, 2017 AT 2:00 PM**

**MAILING INSTRUCTIONS:** Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids are to be contained in a sealed envelope and delivered to the following address by the return date and time noted above. ***Electronic Bid Submissions will not be accepted.***

**RETURN BID TO: University of Missouri – System Supply Chain**

 **Attention: Darla Higgins**

 **2910 Lemone Industrial Blvd.**

 **Columbia, MO 65201**

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. Unless otherwise specified herein, all deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

**SIGNATURE REQUIRED**

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| **DOING BUSINESS AS (DBA) NAME**      |  | **LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.**      |
| **MAILING ADDRESS**      | **IRS FORM 1099 MAILING ADDRESS**      |
| **CITY, STATE, ZIP CODE**      | **CITY, STATE, ZIP CODE**      |

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| **CONTACT PERSON**      | **EMAIL ADDRESS**      |
| **PHONE NUMBER**      | **FAX NUMBER**      |
| **TAXPAYER ID NUMBER (TIN)**      |  **TAXPAYER ID (TIN) TYPE (CHECK ONE)** \_\_\_ FEIN \_\_\_ SSN | **VENDOR NUMBER (IF KNOWN)**      |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)** \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **AUTHORIZED SIGNATURE** | **DATE**      |
| **PRINTED NAME**      | **TITLE**      |

**BID REQUEST AND BID CONDITIONS**

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.

2. The University reserves the right to reject any and all bids and to waive any informality in bids.

3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.

4. All items bid shall be new unless otherwise specified by the University.

5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.

6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different

manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.

7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.

8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.

9. Shipments shall be marked as directed on the Purchase Order.

10. C.O.D. shipments will not be accepted. Unless otherwise specified herein, all shipping charges must be PREPAID. No packing or drayage charges will be allowed.

11. The University will not be responsible for articles or services furnished without a Purchase Order.

12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.

13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive

information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.

14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.

15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.

16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.

17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.

18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items,

whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.

21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.

22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Manager, immediately by certified mail, return receipt requested.

23. The University serves from time to time as 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.

24. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri, firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

University of Missouri

University of Missouri – Columbia

School of Medicine Window Treatment

Request for bid (RFB) #: 17-9021-DH-C

The University of Missouri-Columbia request bids for the Furnishing, Delivery and Installation of

Window Treatments; as described herein.

**INSTRUCTION TO BIDDERS:**

It will be the potential respondent’s responsibility to print out a copy of the specifications found at the web address below and return them in hard copy form as a sealed bid. It is the respondent’s responsibility to view the University of Missouri System Supply Chain Procurement Website for updated bid related information, addendums, etc…

<https://www.umsystem.edu/ums/fa/procurement/bids/>

Mailing Instructions:

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University of Missouri – System Supply Chain

Attention: Darla Higgins

2910 LeMone Industrial Blvd.

Columbia, MO 65201

***Electronic (email) bid response is NOT an acceptable, all bids must be submitted in hard-copy***

**AWARD:**

1. The University of Missouri reserves the right to award the bid on a line by line basis or on an all or none basis, whichever is determined to be in the best interest of the University.
2. Bidders must price service as specified.
3. The University wants to ensure it receives the absolute lowest bid on all actual items/services being purchased. Therefore, effective immediately, without exception all bidders must show the shipping costs (freight) as a separate line item on the bid proposal and invoices. If shipping costs are being included in the product unit cost, deduct the amount added for shipping and break it out as a separate line item. Freight terms to be FOB Destination.

**DELIVERY:**

Delivery shall be coordinated with Cyndi Curnutte at, 573-884-6425. The installation is currently scheduled for April 17-28, 2017. The installer will not be required to warehouse orders free of charge for more than 4 weeks from April 28, 2017 due to delays caused by the University. If such a delay occurs, any additional storage fee shall be a fair and reasonable amount based on current local competitive pricing. There is an elevator which can be used during installation. The successful bidder will site measure prior to order entry.

**INSTALLATION:**

1. If installation services are available from the bidder, the bidder shall list installation costs as a separate line item on their bid, including all labor and materials necessary to complete the installation.
2. The supplier shall be responsible for any damage to the facility incurred during installation. Building repairs will be done by University personnel and/or University approved personnel. Supplier will be billed on a time and material basis to fix any damage resulting from the installation of the equipment.
3. The University reserves the right to select or not select supplier installation at the time of bid award.

**INSURANCE: *(Certification of Insurance Must Be included with Bid Response)***

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.

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 included 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 |

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.

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.

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.

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.

***(Certification of Insurance Must Be included with Bid Response)***

**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.

**COST:**

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| --- | --- | --- | --- |
|  | **Unit Cost**  | **Extended Cost** | **Total Cost** |
| **Window Treatment:** |  |  |  |
| **Freight:** |  |  |  |
| **Delivery:**  |  |  |  |
| **Installation:**  |  |  |  |
|  |  |  |  |
| **Total Project Cost:** |  |  |  |