BID REQUEST NO.: 19-6006-LL-C
TITLE: Audio Visual Equipment and Supplies
ISSUE DATE: October 23, 2018

STRATEGIC SOURCING SPECIALIST: Leyanna Long
PHONE NO.: (573) 884-3228
E-MAIL: Longlk@umsystem.edu

RETURN BID NO LATER THAN: November 7, 2018 at 2:00 pm Central Time

MAILING INSTRUCTIONS: Print or type Bid Request No. and Return Due Date on the lower left hand corner of the envelope or package. Bids must include, 1 hard copy and 1 electronic copy (flash drive, jump drive, CD or thumb drive) are acceptable forms of electronic formats. Email is NOT an acceptable form of electronic format, email bids will be rejected. Delivered sealed bids must be in UM System Supply Chain Office (2910 LeMone Industrial Blvd) by the return date and time.

RETURN BID TO: UM System Supply Chain
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. 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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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 informalities 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 equal 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. 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. 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.

17. 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.

18. 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.
The University of Missouri is requesting bids for the furnishing and delivery of miscellaneous audio visual equipment and supplies for the new State Historical Society of Missouri building currently under construction on the University of Missouri-Columbia campus (hereinafter referred to as “University”) as described herein.

AWARD:

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.

DELIVERY:

All items shall be delivered FOB Destination to the following address with all freight charges thereto fully included and prepaid. The seller bears and pays the freight charges.

Derrick Fogle  
Academic Support Center  
505 E. Stewart Road  
Columbia, MO 65211

All equipment and supplies shall be delivered starting thirty (30) days after award of bid.

WARRANTY:

Each piece of equipment listed on the attached pricing pages is expected to have a minimum one (1) year warranty. If any of the equipment has a different warranty period other than the minimum one (1) year, the bidder shall provide documentation stating such with their bid package.

AUDIO VISUAL REQUIREMENTS:

Like product substitutions shall be allowed and must be indicated on attached pricing pages.

INVOICES:

All invoices must be mailed, in duplicate, to the following address:

Christina Brown  
Academic Support Center  
505 E. Stewart Road  
Columbia, MO 65211

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 a 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.

PRICING PAGES

The prices on the attached pricing sheets must include all costs as stated in the specifications. Bidders shall submit firm fixed prices without caveats, conditions or qualifications. The successful Contractor will invoice and the University will pay only the amount offered in this bid. Surcharges, fees or any additional costs not covered in this bid are deemed non-applicable and will not be paid. In the event of a discrepancy between the unit prices quoted on the attached sheets and the total cost, the unit price shall govern.

Pricing Pages may be found at the University of Missouri Procurement Web-Site (http://www.umsystem.edu/ums/fa/procurement/bids), under 19-6006-LL-Cpp Pricing Pages.
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: __________________________

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _______________________________              Date: __________________________
Business Associate Requirements

If the services requested by the University via this RFB/P require the bidders/respondents to use and/or disclose protected health information (PHI), a “Business Associate” relationship exists. The following 19 identifiers, together or individually, may constitute PHI:

1. Names;
2. All geographic subdivisions smaller than a state (e.g. street address, city, county, precinct, zip code);
3. All dates related to the individual (e.g. date of birth, admission date, discharge date, date of death);
4. Telephone number;
5. Fax number;
6. Electronic mail addresses;
7. Social security number (SSN);
8. Medical record number;
9. Health plan numbers;
10. Account numbers;
11. Certificate or license numbers;
12. Vehicle identification/serial numbers; including license plate numbers;
13. Device identification/serial numbers;
14. Universal resource locators (URL’s);
15. Internet protocol (IP) addresses;
16. Biometric identifiers;
17. Full face photographs and comparable images;
18. Genetic information, or
19. Any other unique identifying number, characteristic or code.

If a Business Associate relationship is determined to exist, the awarded supplier will be required to sign the University’s Business Associate Agreement at the time of contract execution.