REQUEST FOR BIDS

FOR

FURNISHING AND DELIVERY

OF

PROMOTIONAL ITEMS

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

UNIVERSITY OF MISSOURI SYSTEM SUPPLY CHAIN

RFQ # 6016

OPENING DATE: February 23, 2017

TIME: 3:00 PM CST

Prepared by:

Jennifer Popp
Strategic Sourcing Specialist
Office of the Director of Supply Chain
University of Missouri Health Care
Columbia, MO 65212

Date notice mailed: February 7, 2017

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

REQUEST FOR QUALIFICATIONS

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NOTICE TO BIDDERS

The University of Missouri Health Care requests sealed bids for PROMOTIONAL ITEM VENDORS, RFQ **#6016**, which will be received by the undersigned at the Office of the Manager of Contracts Services, University of Missouri Health Care until 3:00 p.m., CST. Bids will be opened and identified starting at 3:05 p.m., CST. **If addressed and sent via standard USPS** mail to University of Missouri Health Care, Director of Supply Chain, DC068.20, One Hospital Drive, Columbia, Missouri 65212, ATTN: Jennifer Popp. **If hand delivering or sending by express delivery:** address and deliver to University of Missouri Supply Chain, Director of Supply Chain, 2401 Lemone Industrial Blvd., Room 168, Columbia, MO 65201. **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location**.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained by accessing the following website: http://www.umsystem.edu/ums/fa/procurement or from the Office of the Director of Supply Chain, University of Missouri Health Care, Quarterdeck Building, 2401 Lemone Industrial Blvd., Room QD168, Columbia, MO 65201.

The University reserves the right to waive informalities in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: JENNIFER POPP
Strategic Sourcing Specialist
University of Missouri Health Care
Columbia, Missouri 65212

Date notice mailed: February 7, 2017

UNIVERSITY OF MISSOURI HEALTH CARE
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)

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 bid response forms.

2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB 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, are 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. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 10% for MBEs and 5% for WBEs of the total value of contracts for goods and services.

   The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address(es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization.

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.

Bidders understand and agree that The Curators of the University of Missouri, in the operation of the University of Missouri Health Care, 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 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 bidders 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 BIDDERS

1. **Request For Qualifications (RFQ) Document:** Vendors are expected to examine the complete RFQ document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask

questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source.

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFQ in a written format which may be sent via mail, fax (573-884-4745) or e-mail Brenda Forbis (forbisbl@health.missouri.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 bid opening date.

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

2. **Preparation of Bids:** All bids must be submitted in the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of PROMOTIONAL ITEM VENDORS, RFQ #6010." **If addressed and sent via standard USPS** mail to University of Missouri Health Care, Director of Supply Chain, DC068.20, One Hospital Drive, Columbia, Missouri 65212, ATTN: Jennifer Popp. **If hand delivering or sending by express delivery:** address and deliver to University of Missouri Supply Chain, Office of the Director of Supply Chain, 2401 Lemone Industrial Blvd., Room 168, Columbia, MO 65201. **The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location**.

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

Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids 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 RFQ 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 RFQ is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the

specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids 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 bid 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 bid price.

Time will be of the essence for any orders placed as a result of this RFQ. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

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

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

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

Bids 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 bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder'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.

3. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder 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 bidder whose product or service meets the terms, conditions, and specifications of the RFQ and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

   The University has established formal protest procedures. For more information about these procedures, contact the Strategic Sourcing Specialist in the Office of the Director or Supply Chain.

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

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

4. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Bid 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.

5. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.

6. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving thirty (30) days written notice to the Contractor.

7. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, goods, 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 RFQ, (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, goods, and/or services.

   No equipment, supplies, goods, 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, goods, and/or services. All equipment, supplies, goods, 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, goods, 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.

8. **Payment:** Payment terms, unless otherwise stated in the RFQ, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice, whichever occurs last. 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.

9. **Delivery:** Delivery shall be made FOB University of Missouri Health Care, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the bidder.

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 book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. **Safety, Performance and Maintenance Requirements for Patient Care Devices:**

    Applicability: These requirements shall apply to all patient care devices and other powered equipment used in the vicinity of patients. Unless specifically excluded in other sections of this Bid (RFQ), all requirements stated below are to be considered applicable to all items requested in this RFQ.

    Codes and Regulations: All devices intended for patient care should be manufactured in accordance with the Good Manufacturing Process for Medical Devices as specified in the Code of Federal Regulations CFR.21. The device should meet or exceed all applicable Federal, State and Local codes, regulations, and standards.

    Acceptance Testing and Warranty Periods: The Warranty period shall begin upon successful completion of acceptance tests, post device installation. The name, address and phone number of the device manufacturer's service agent who will perform warranty service must be supplied as part of the bid response or order.

    Labeling: All markings, labelings, documentation, audio and video training aids will be in English. Color codes, symbols, layout, etc. should be consistent with customs and practices commonly used in the United States of America or as specified in the Good Manufacturing Practices (GMP).

    Training Aids for Users of this Device: One written Operators Manual is to be supplied for each device requested. One additional copy of the Operators Manual is requested for Clinical Engineering Technicians. The contents of these manuals should identify the intended audience/user of that device. The Operators Manual should instruct the user in the operation of the device within the scope of its intended uses.

    Training Aids for Service Technicians: One set of complete Service Manuals, including parts list and schematics for all assemblies and subassemblies, is required to be supplied at the time of the device installation at UMHC. The contents should be equal to those supplied to the manufacturer's own service staff and be sufficient to allow UMHC Clinical Engineering Technicians to enact repairs and perform periodic performance assessment and replacement of any component of the system. Special tool or test

equipment (other than ordinary equipment found in a Clinical Engineering Department) must be identified within your bid response.

Media Formats: If not specified elsewhere, additional training aids may include VHS or S-VHS format Video Tapes, Stereo Cassette Audio Tapes, Computer Assisted Training Software on CD-ROM or DVD in Windows 95/98 compatible formats OR On-Line WEB.

Electrical Power Requirements: UMHC is wired to normally supply 120 VAC at 60Hz, single phased, with 20 Amp circuits. Circuits requiring 208/480 VAC three phase are available but may require additional wiring to be installed in some locations. For other power requirements, it is the responsibility of the purchase order recipient to configure their equipment to conform with, or to supply necessary components to interface with, UMHC capabilities (unless negotiated elsewhere in the agreement). Devices should be designed to be operational and not be damaged under conditions of transfer from normal electrical feed to emergency backup power.

Power Cords: All Power cords shall be three conductor Hot/Neutral/Ground with the ground conductor dedicated as a redundant safety conductor. Conductors should be gauged appropriately to the rated load of the device as specified in NFPA 99 (1993).

Replacement Parts: All parts identified in the Service Manuals and Parts List will be made available for sale to UMHC as required for the repair of these devices by UMHC technicians. The fees charged shall be ordinary and comparable to similar markets. These parts should be available for at least a period of five years post acceptance of the device or post discontinuance of manufacturing of the device whichever is the later date. The device supplier should maintain sufficient stocks of repair parts, and the ability to expedite overnight delivery on request. The name, address, and phone number of the device manufacturer's service and parts department must be included in the bid response or order.

Safety Approval for Computers: All system units and monitors must be UL listed or approved by an equivalent testing laboratory. UL listing implies, and the University requires, that the monitor and system unit bear the UL logo on the outside of the system unit and monitor. Alternatively, system units and monitors must bear the symbol or trademark of the equivalent testing laboratory. A testing laboratory will be equivalent if it is a registered Nationally Recognized Testing Laboratory (NRTL), which has been certified for the examination and inspection of computers, data processing equipment and CRT displays. Bidders using UL Approval <u>will be required</u> to provide their equipment's UL File Number for verification. Bidders using an approval laboratory other than UL <u>will be required</u> to provide supporting documentation on their system's approval.

UNIVERSITY OF MISSOURI SYSTEM
REQUEST FOR QUALITIFCATIONS
PROMOTIONAL ITEM SUPPLIERS

I. OBJECTIVE:

University of Missouri System is seeking qualified suppliers to provide a variety of promotional items to all campuses located in Columbia, Kansas City, Rolla and St. Louis. University of Missouri Health Care (UMHC) is also soliciting statements of qualification in order to partner with suppliers that are licensed to replicate the logo for The University of Missouri and all of its campuses.

II. WARRANTY PERIOD:

The respondents shall provide a complete description of any and all warranties, including the period, offered as part of the request for qualifications.

III. FINANCIAL DISCLOSURE:

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and The University of Missouri System faculty and staff.

IV. PAYMENT:

A. Payment in full will be made within thirty (30) days after receiving invoices for goods/services rendered as meeting all performance specifications.

Application for payment shall be made upon properly certified supplier's invoice rendered in duplicate.

- Invoices for UMHC, send directly to Accounts Payable Department, One Hospital Drive, Columbia, MO 65212 or via email umhsvendorinvoices@health.missouri.edu.

- All other campus invoices send directly to Jesse Hall, Rm 00325, Columbia MO 65211 or by email umprocimagingvouche@umsystem.edu.

V. MISSOURI CONTRACT:

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

VI. PERIOD OF CONTRACT:

Contract shall be effective 03/15/17 through 03/14/20, with the option by the University to renew for three (**3**) additional one (1) year terms. Each contractor who agrees to the listed requirements will be required to sign an agreement with the University for the time period specified.

NON-FUNDING CLAUSE:

The Curators of the University of Missouri is a public corporation and, as such, cannot create an 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 Section 172.250 RS MO. 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 thirty (30) days notice.

VII. CRITERIA FOR AWARD OF REQUEST FOR QUALIIFCATIONS

The University reserves the right to utilize a multi supplier award format if it is deemed necessary based on information gathered from supplier's responses.

VIII. INSURANCE

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

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

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence

of monopolistic state coverage. Employers Liability with the following limits: $500,000 each accident, disease each employee and disease policy limit.

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

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

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.
Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

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

IX. PREPARING STATEMENTS OF QUALIFICATIONS

Statements of Qualifications are **due no later than 3:00 p.m. CST on Thursday, February 16, 2017** in the Office of the Director of Sourcing and Supply Chain for University of Missouri Health Care. Note: Statements received after the due date and time will not be considered.

You may request an electronic copy of this document by contacting Brenda Forbis (573) 882-7178 or email (forbisbl@health.missouri.edu).

Please provide six (6) complete sets of the documents, one (1) original and five (5) copies and one (1) electronic copy on flash drive to the following address:

University of Missouri System
Office of the Director of Sourcing and Supply Chain
One Hospital Drive – DC068.20
Columbia, Missouri 65212

If hand delivering or sending by express delivery only, deliver to:
University of Missouri System Supply Chain
Contract Administration Department, Quarterdeck Building,
2401 Lemone Industrial Blvd., Room QD168
Columbia, MO 65201

X. MINIMUM REQUIREMENTS

*******CONFIRM COMPLIANCE TO EACH STATEMENT LISTED*******

1. Supplier must be licensed with current Licensing company for respective campuses (UMSL, UMKC, S&T, Columbia) or agree to become licensed for use of University of Missouri logos and marks.
    a) UMSL Licensing: Athletics- Learfield
    b) UMKC Licensing- Learfield
    c) Missouri S&T Licensing- Learfield
2. Awarded supplier will be provided PMS colors for each respective campus (UMSL, UMKC, S&T,MUHC, and Columbia) and is expected to work with campuses to match or closely match PMS#.
3. Provide representative samples upon request (non-specific logoed sample product delivered before order).
4. As part of the filling process, the University of Missouri will not accept any unders on shipments
5. Estimate requirements:
    a) Within 24-48 hours unless involves unusual custom products or an estimate with multiple items (need to be more specific about time)
    b) Sample provided with estimate
6. All prices must be inclusive of freight and handling charges (flat fee, one price).
7. Production time and shipping days included at time of estimate.

8. Proofing requirements:

   a) Digital/PDF proof provided on request at no charge

   b) Actual product proof provided upon request with image imprinted on actual product. Any additional fee must be noted at the time of request.

XI. DETAILED RESPONSE REQUIREMENTS

*****PLEASE PROVIDE RESPONSES SPECIFIC TO YOUR BUSINESS******

1. What is the standard/preferred turnaround time for typical orders?
2. What expedited/rush services do you provide?
3. What is the return or replacement policy for quality concerns?
4. What design capabilities does your company offer? Do you have the ability to create artwork from concept or make adjustments to provided art as needed? Is there a charge?
5. What is your procedure for invoicing? How soon after receipt of order is the invoice sent? Do you invoice upon delivery? (the University prefers to pay upon delivery of product to ensure order is accurate and complete)
6. Must provide shipment tracking information upon request.
7. Will there be a dedicated customer representative for the University of Missouri account?
8. What is your company's over/under standards?
9. What order sizes (amount/pieces) require pre-payments or deposits?
10. When time is available, do you have access to overseas manufactures?
11. What is your set-up fee policy for new and repeat orders?
12. How long do you keep art on file?
13. What is your company's success rate for filling and shipping initial orders?

AUTHORIZED BIDDER REPRESENTATION

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

This signature sheet must be returned with your bid.

VENDOR REGISTRATION INFORMATION

Completion of this section is requested, but is an optional choice of the vendor to complete.

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 and meets the size standards as prescribed in government regulations. Consult your Regional or District SBA office if further clarification is needed.

WOMAN OWNED BUSINESS: _____Yes _____No

A woman owned business is defined as an organized in which 51% of the ownership interest, stock or otherwise, is owned by a woman.

MINORITY BUSINESS: _____Yes _____No

A minority business is defined as an organization in which 51% of the ownership interest, stock or otherwise, is owned by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment of minority persons. Place a check mark by the appropriate space below.

1. African American/Native African _____(B)
2. Hispanic/Latino _____(H)
3. Asian/Pacific Islander _____(A)
4. American Indian _____(I)
5. Alaskan Native _____(E)
6. Other _____(R)
7. Does Not Apply _____

If you have been certified by a Government or Minority Organization, please include a copy of the certification with this form.

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

VENDOR'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. Vendor acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The vendor 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 Vendor Registration Information Form

Title: _____ Date: _____

M/WBE PARTICIPATION FORM

If proposing MBE/WBE participation, the contractor/supplier must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract regardless of whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the MBE and WBE participation must not be contingent upon award of a specific category, and 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 qualified MBE and/or WBE, the contractor/supplier may indicate 100% participation.

The University's MBE participation goal for this proposal is __10___%
The University's WBE participation goal for this proposal is ___5__%

The contractor supplier is committed to the following MBE and WBE participation on this proposal:

Total MBE Participation _____% **Total WBE Participation_____%**

Complete the following table indicating the firms used to meet the participation levels indicated.

MBE Firm Name	MBE % of Contract	WBE Firm Name	WBE % of Contract

----------THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL----------

This form is related to Section 7 of the General Terms and Conditions

CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Respondent is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a MBE or WBE by the Owner.

St. Louis Development Corporation
1015 Locust
St. Louis, MO 63101
314/622-3400; 314/622-3413 (Fax)
CONTACT: Minority Business Development Manager

Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
314/982-1457; 314/982-1558 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator
St. Louis Minority Business Council
308 North 21st St., 7th Floor
St. Louis, MO 63101
314/241-1143; 314/241-1073 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
815 Olive St., Room 242
St. Louis, MO 63101
314/539-6600; 314/539-3785 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
Kansas City, MO 64106
816/274-1432; 816/274-1025 (Fax)
CONTACT: Minority Business Specialist

Kansas City Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO 64106
816/221-4200; 816/221-4212 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
323 W. 8th Street, Suite 501
Kansas City, MO 66105
816/374-6729; 816/374-6759 (Fax)

CONTACT: Business Opportunity Specialist

State of Missouri-Office of Administration
Division of Design and Construction, Minority Business
Development
P.O. Box 809, Harry S. Truman State Office Building
Room 730, 301 West High Street
Jefferson City, MO 65102
573/751-6908; 573/526-3097 (Fax)
CONTACT: Minority Contracts Coordinator

Missouri Department of Transportation
Division of Construction
P.O. Box 270
Jefferson City, MO 65102
573/751-6801; 573/526-5640-6555 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirkes Parkway
Springfield, IL 62764
217/782-5490
CONTACT: Certification Manager

State of Missouri-Office of Administration
Division of Purchasing & Materials Management
Minority Purchasing Unit
P.O. Box 809
Jefferson City, MO 65102
800/592-6019; 573/751-7276 (Fax)
CONTACT: MBE/WBE Certification Coordinator