

REQUEST FOR QUALIFICATION  
FOR  
CUSTOM CASEWORK  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
RFQ # 20-6003-LL-U  
OPENING DATE: SEPTEMBER 12, 2019  
TIME: 2:00 PM, CT

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
Prepared by:  
Leyanna Long  
Strategic Sourcing Specialist  
University of Missouri Procurement  
2910 LeMone Industrial Blvd  
Columbia, MO 65201

Dated: August 22, 2019

**RFQ # 20-6003-LL-U**  
**CUSTOM CASWORK**  
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## NOTICE TO RESPONDENTS

The Curators of the University of Missouri requests proposals for the Furnishing and Delivery of CUSTOM CASEWORK, **RFQ #20-6003-LL-U** which will be received by the undersigned at UM Procurement office at 2910 Lemone Industrial Drive, Columbia, MO 65201 until **September 12, 2019 at 2:00 PM CST**. **The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFQ to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFQ shall be the prevailing document.

If you have any questions regarding the RFQ, please send them to:

*Leyanna Long*  
*University of Missouri Procurement*  
*2910 LeMone Industrial Blvd*  
*Columbia, Missouri 65201*  
*573-884-3228*  
*longlk@umsystem.edu*

**All questions regarding the RFQ must be received no later than September 5, 2019 at 2:00 pm CST.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Leyanna Long

Strategic Sourcing Specialist

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

**UNIVERSITY OF MISSOURI  
REQUEST FOR PROPOSAL (RFQ)  
GENERAL TERMS AND CONDITIONS  
&  
INSTRUCTIONS TO RESPONDENTS**

**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 RFQ 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. As long as quality is equal, preference by a differential not to exceed 5% shall be given. 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.

**Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency. A list of certifying agencies can be found at: <https://www.umsystem.edu/ums/fa/procurement/sdsbd/what-is-supplier-diversity>.

The definition of what counts as a diverse supplier for the University of Missouri System are:

- MBE (Minority Owned Business Enterprise)
  - African American
  - Asian American
    - Pacific Asian American
    - Subcontinent Asian American
  - Hispanic American
  - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers may be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - 1) Supplier's Total Revenues: \$10,000,000
  - 2) Revenues from University \$: \$ 4,000,000
  - 3) University % of Total Revenues: 40% (#2 divided by #1)
  - 4) Total MBE Dollars \$: \$ 150,000
  - 5) Total WBE Dollars \$: \$ 150,000
  - 6) Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - 7) Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - 8) Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)

9) University % Attributable Revenue: 3% (#8 divided by #2)

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFQ (see Attachment A). 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 Tier 2 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.

7. **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.
8. **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.
9. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the

Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

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.

10. **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.

11. **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.

12. **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.

13. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.
14. **Equal Opportunity:** The university affords equal opportunity to individuals in its employment, services, programs and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities.

## **B. INSTRUCTIONS TO CONTRACTORS**

1. **Request for Proposal (RFQ) Document:** Respondents are expected to examine the complete RFQ document and all attachments including drawings, specifications, and instructions. Failure to do so is at Request for Proposal's risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the 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 Respondents regarding specifications, requirements, competitive Request for Qualification process, etc., should be directed to the University buyer of record referenced in this RFQ. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFQ document and any attachments constitute the complete set of specifications and Request for Qualification 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 RFQ 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 Request for Qualifications:** All Request for Qualifications 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: Request for Qualification #19-6015-LL-U for CUSTOM CASEWORK, mailed and/or delivered to UM System Procurement, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Leyanna Long.

To receive consideration, Request for Qualifications must be received, at the above address, prior to the proposal due date and time stated in this RFQ. It is the respondent's full responsibility for the actual delivery of Proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All Requests for Qualifications 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. 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 Request for 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 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 respondents Proposal 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 Qualification:** Respondent 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 RFQ specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFQ, 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 RFQ 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 RFQ title, RFQ number and closing date and time. Proposals may not be modified after the RFQ closing date and time. 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 RFQ closing. Proposals may be withdrawn in person before the RFQ 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 RFQ 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, 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 RFQ 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 of Record.

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 shall be final and binding upon all parties.

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(s) 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 Advertisement for Request for Qualification, Specifications and Addenda, Exhibits, Request for Qualification Form, Form of Contract, Statement of Work. 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 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, 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 30 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.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

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. **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).
12. **Cooperative Purchasing:** The intended coverage of this RFQ, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

### 13 **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 will be required to provide their equipment's UL File Number for verification. Bidders using an approval laboratory other than UL will be required to provide supporting documentation on their system's approval.

**UNIVERSITY OF MISSOURI**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**I. SCOPE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (referred to as "University") with multiple organizations (referred to as "Contractor") to provide CUSTOM CASEWORK; for the University of Missouri System, in accordance with the provisions and requirements; as described herein.

All qualification documents must be submitted, in 1 hard copy, and 1 electronic copy (thumb drive, or flash drive) is the only acceptable form of electronic copy. Questions must be submitted in email form on or before September 5, 2019 at 2:00 p.m. CST.

Attached hereto is a Form of Qualification to be used for the submission of information requested herein. The Form of Qualification must be sealed and clearly addressed to the University of Missouri System Procurement, 2910 Lemone Industrial Blvd., Columbia, Missouri 65201. With a notation on the sealed envelope showing the contents to be a Request for Qualification for UM SYSTEM CUSTOM CASEWORK RFQ#: 20-6003-LL-U and received no later than, September 12, 2019 at 2:00 p.m. CT.

The Curators of the University of Missouri is requesting complete and total cost bids for the supply, delivery, and installation of cabinets and casework per the following specifications and drawings, or an approved equal. Alternate submittals must include specifications, delivery, and finish information and must be approved by UM System Procurement. Additional casework not specified may be needed at a future date to keep with the uniform look of casework throughout The University System and will be quoted at time needed.

Actual quantities will vary and items awarded under this bid will be ordered on an 'as needed' basis. Sizes finish, and the need for installation will be specified at the time of order. It is understood that providing a response for consideration to the University that there are not guarantees for projects now, no guarantee that an order will be placed.

In addition, the University seeks contractors ready to enter into a contract with this award so that specific work may be facilitated, and subject to a quote with an approved contractor. Projects will be limited under this contract to Four-hundred thousand dollars.

All projects exceeding ten-thousand dollars in total cost; are subject to the Purchase Service Agreement (Attachment C) and quote with an approved contractor in place. All quotes must be completed on the attached Purchase Service Agreement. Any deviation from this form will not be accepted.

Additional suppliers may be added to list of approved suppliers during the duration of the contract; providing all University of Missouri Request for Qualification proposal requirements are met in accordance with this RFQ. Additional Higher Education Institutions may access the University of Missouri said agreement, upon approval of the Curators of the University of Missouri.

**II. WARRANTY PERIOD:**

The Contractor shall provide a complete description of any and all warranties, including the period, offered as part of the bid.

Contractor shall fully guarantee all work and materials for a period of one (1) year from date of acceptance. Should any defects in work or materials appear within the above mentioned time, Contractor agrees to repair or replace same without cost to the owner, as directed, immediately upon written notice of such defect from owner. Trips to the job site shall be made without charge to the owner provided the trips relate to a specific problem related to a defect in equipment or improper installation.

**III. 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.

**IV. 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.

**V. PERIOD OF CONTRACT:**

Contract shall be from the date of award through June 30, 2020 with the option by the University to renew for four (4) additional annual terms.

The vendor must notify in writing to UM Procurement, 2910 LeMone Industrial Drive, Columbia, MO 65201, any notification of price changes. Those notifications must be received UM Procurement Offices thirty (30) days prior to price going into effect. The University reserves the sole right to accept or reject proposed changes.

## **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.

## **VI AWARD OF CONTRACT**

Qualification proposals will be awarded based upon the criteria set forth in Section XIII of the Detailed Specifications and Special Conditions. The University of Missouri reserves the right to award to multiple firms. An award does not warrant or guarantee services will be requested. The University reserves the right to seek services from awarded organizations; meaning “an award does not guarantee an order”. The University of Missouri shall not name a preferred contractor.

## **VII INSTRUCTIONS FOR BID RESPONSE:**

Contractor’s are required to fully respond with compliance statements to each of the Qualification Criteria specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

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.

Respondent must complete and return the Request for Qualification Form and the Bid Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of response.

Note: Any Respondent’s Request for Proposal that makes material modifications to the University’s Terms and Conditions may be found non-responsive, as solely determined by the University.



## **Confidentiality of Information:**

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

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

## **VIII QUALIFICATION PROCESS**

### **A. RFQ Evaluation**

1. 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 qualifications utilizing the following process:
  - (a) Results of the initial qualification evaluation are used to determine those having a reasonable chance of being selected for award. Qualifications determined not to be competitive will be eliminated from further consideration, and the contractors are notified accordingly.
  - (b) The University may, at its sole discretion, conduct limited communications with one or more contractors for the purpose of determining whether the qualifications 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 qualifications received without conducting further communications with any contractors. Further, the University, at its sole discretion, may waive minor

informalities and minor irregularities in qualifications received.

3. The University may make source selection after the initial proposal evaluation and presentations or may conduct discussions with any or all contractors who have submitted qualifications, 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 RFQ 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 qualifications, to award a contract based on initial qualifications (without proposal clarifications) or to conduct oral discussions, prior to making source selection.

**IX Qualification Criteria (Limiting Criteria)**

- 9.1 Contractor must have a minimum of 5 years' experience in providing manufactured casework systems for similar types of projects, produce evidence of financial stability, bonding capacity, and adequate facilities and personnel required to perform on this project?  
Yes \_\_\_\_\_ or No \_\_\_\_\_
- 9.2 Contractor must be capable of producing design, drawings [field measurements and verification] and samples for review for selected special projects if deemed necessary by the University. (On a case-by-case basis)

Yes \_\_\_\_\_ or No \_\_\_\_\_

- 9.3 Contractor must provide the required services and will not subcontract or assign the services without the University's written approval.

Yes \_\_\_\_\_ or No \_\_\_\_\_

- 9.4 List a minimum of 3-commercial clients in which the respondent has manufactured delivered and installed Custom Casework. Include; Company name, contact name, address, telephone number, email address and number of years you have worked for each.

- 9.5 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.

- 9.6 List departments (campuses) with the University of Missouri System in which the respondent has performed work.

- 9.7 There will be work located at UMHC where Level 4 infection control measures are in affect for the area. Contractor must have been through or are willing to attend infection control class and training.

Yes \_\_\_\_\_ or No \_\_\_\_\_

## X Prevailing Wage

The Contractors must comply with the State of Missouri and University of Missouri Prevailing Wage Law Rules, a complete listing of guidelines, policies and wage rates by counties may be found at the University of Missouri web site.

[https://www.umsystem.edu/ums/fa/facilities/prevailing\\_wage\\_labor\\_compliance](https://www.umsystem.edu/ums/fa/facilities/prevailing_wage_labor_compliance)

<https://www.umsystem.edu/ums/fa/facilities/wagerates>

## XI HIPAA REQUIREMENTS

### a. Definitions.

Covered Entity. "Covered Entity" shall mean The Curators of the University of Missouri (hereafter "University").

Agreement. "Agreement" means the agreement that the person or entity signing this document is entering into with Covered Entity, and by which that person or entity is providing services to Covered Entity.

ARRA. "ARRA" refers to the American Recovery and Reinvestment Act of 2009.

Business Associate. “Business Associate” shall mean the person or entity entering into this Business Associate Agreement with Covered Entity.

HITECH. “HITECH” refers to the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the ARRA.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including, but not limited to 45 CFR § 164.501.

Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.

Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Rule. “Security Rule” shall mean the Security Standards and Regulations at 45 CFR Parts 160, 162 and 164 subpart C.

**b. Obligations and Activities of Business Associate**

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(i) Business Associate agrees to limit its use, disclosure and requests for PHI to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

(iii) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement. In particular, Business Associate shall comply with 45 C.F.R. §§164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the HIPAA Security Rule.

(iv) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(v) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, including any breach of the security of the Protected Health Information. With the exception of law enforcement delays pursuant to 45 C.F.R. Section 164.412, Business Associate shall notify covered Entity in writing without unreasonable delay and in no case later than thirty (30) calendar days after discovery of a Breach of Unsecured PHI. A Breach is the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security or privacy of the PHI. Unsecured PHI is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS. Such notice must include the following information, to the extent possible:

- a. The name of each individual whose PHI has been or is believed to have been disclosed, accessed or acquired;
- b. A description of the types of PHI that were involved;
- c. The details of the breach and how it occurred;
- d. The steps being taken by Business Associate to mitigate such breach.

(vi) Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI except as permitted by HITECH Section 13405.

(vii) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. To the extent that Business Associate uses one or more subcontractors or agents and such subcontractors or agents receive or are to have access to University's PHI, each such subcontractor or agent shall sign an agreement containing substantially the same provisions as this Business Associate Agreement.

(viii) Business Associate understands and recognizes that the provisions and penalties of the HIPAA Security Regulations as set forth in 45 C.F.R. Part 164 apply to Business Associate just as those regulations apply to Covered Entity.

(ix) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

(x) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

(xi) Business Associate agrees to honor an individual's request to restrict disclosure of PHI to a health plan for purposes of payment or health care operations if the information pertains solely to a health care item or service that the individual has paid for in full out-of-pocket.

(xii) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(xiii) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xiv) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with the above Paragraph (x) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xv) Business Associate agrees it will provide appropriate training regarding the requirements of this business associate agreement to any employee of Business Associate who will have access to or make use of the University's PHI. Business Associate agrees that the University shall have the right to immediately terminate the access to PHI of any employee or agent of the Business Associate, including subcontractors, where the University identifies an actual or threatened breach of security, intrusion, or unauthorized use or disclosure of PHI or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

(xvi) From time to time upon reasonable notice, upon a reasonable determination by University that Business Associate has breached a provision of this Business Associate Agreement, University may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Business Associate Agreement. Business Associate shall promptly remedy any violation of any term of this Business Associate Agreement and shall certify the same to University in writing. The fact that University inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibilities to comply with this Business Associate Agreement, nor does University's (i) failure to detect or (ii) detection, constitute acceptance of such practice or waiver of University's enforcement rights under this Business Associate Agreement.

(xvii) Business Associate recognizes and agrees that the HIPAA Privacy Rule changes set forth in the ARRA are incorporated herein by reference.

c. **Permitted Uses and Disclosures by Business Associate**

(i) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the University for the purpose of providing services under the Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity.

(ii) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law.

(iii) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

(iv) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

d. **Term and Termination**

(i) The Term of this Business Associate Agreement shall be effective as of as of the effective date of the Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(ii) A breach by Business Associate of any provision of this Business Associate Agreement as determined by the University, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by University.

(iii) If University knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Business Associate Agreement, and does not terminate the Agreement pursuant to paragraph d(ii) above, then University shall take reasonable steps to cure the breach or end such violation, as applicable. If University's efforts to cure the Business Associate's breach or end such violation are unsuccessful, University shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, University shall report the Business Associate's breach or violation to the Secretary.

(iv) University may immediately terminate this Business Associate Agreement and Business Associate's access to PHI if Business Associate is named as a criminal defendant in a criminal

proceeding arising from a violation of 42 U.S.C. § 1320d-6 or a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative proceedings in which the Business Associate has been joined.

e. **Effect of Termination.**

(i) Except as provided in paragraph (ii) of this section, upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

(iii) Upon termination of the Agreement, Business Associate shall certify to the University that it has destroyed all PHI received from the University in accordance with this provision or, if Business Associate and University determine that such destruction is not feasible, Business Associate shall provide to the University a complete written description of all PHI that Business Associate has determined that it is not feasible to destroy.

f. **Miscellaneous**

(i) **Regulatory References.** A reference in this Business Associate Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

(ii) **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(iii) **Survival.** The respective rights and obligations of Business Associate under Section e of this Business Associate Agreement shall survive the termination of the Agreement.

(iv) **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the all applicable state and federal laws and regulations.



## **XII VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS**

UMHC uses a vendor registration company, “Reptrax” to track required vendor and vendors’ representative credentials. Vendors must complete an on-line registration and receive notification of an “approved” vendor status before visiting any department or location outside of the check-in area. It is the vendor’s responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by UMHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various UMHC sites near the general entrances for this purpose.

## **XIII MANDATORY SPECIFICATIONS**

### **DIVISION 4 – MASONRY**

- A. Special brick / block shapes should be avoided. Selected material should be readily available, not special order.
- B. Use quick release weeps so water escapes from cavity wall quickly. Do not use rope weeps.

### **DIVISION 5 – METALS**

- A. Install steel backing, 20 gauge, at 10 inches above floors along all corridors, handrails, cabinetry, and any wall hung items exceeding 20 pounds, including but not limited to monitors, televisions, and baby changing.

### **DIVISION 6 – WOODS, PLASTICS & COMPOSITES**

- A. Install ¾” fire-rated plywood on all four walls of Communications rooms and ensure fire rating label of plywood is not obscured. See [MU Telecommunications Construction Standards](#) for more information.
- B. Particle board shall not be installed in any wet locations or high traffic areas.

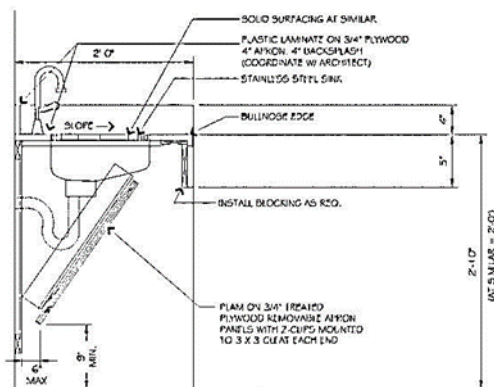
#### **06 4100 Architectural Wood Casework**

#### CABINETS:

Refer to Quick Reference Guide for Vertical and Horizontal Surface Materials required for various room Types

1. Quality Standard: AWI Custom

2. Wood-look Laminate: Typical Grain Direction to be Vertical
3. Reveal overlay construction?
4. Adjustable shelving shall be 24" deep for distribution management system in clean utility rooms or PAR storage.
5. Infection Control standards do not allow base cabinets under sinks to be used for storage. To insure against this, and to meet ADA requirements, cabinet construction under sinks shall be removable plywood apron panels mounted with Z-clips or screws. In public restrooms, design is to accommodate shallow-bowl sinks and ADA guidelines. In exam rooms and nurses' stations, design is to accommodate deep-bowl stainless sinks.



6. Cabinet doors are to have PVC edge banding (self-edging not acceptable).
7. Cabinet door hardware for all areas to be 5-knuckle hinges.
8. Provide plastic laminate sloped top on upper cabinets or plastic laminate filler panel between top of upper cabinet and ceiling to minimize collection of dust and debris.

### Countertops:

1. Plastic Laminate Application: Fabricate using 2 layers of 3/4" plywood (not MDF) covered with HPDL
2. Vinyl Countertop Edge: PVC tee-molding to match thickness of countertop, color as scheduled
3. Solid Surface Application: Substrate: 1/2" Plywood covered with 1/2" thick solid surface (typical)
4. Solid Surface Material
  - a. Preferred materials: See Finishes Legend

### Desk height built-in work surfaces:

1. No built-in base cabinets or pencil drawers.
2. Mobile file cabinets and pencil drawers will be supplied by Owner.
3. Grommet placement and installation will be by Owner after construction is complete.

- a. Alternate: Place countertop 1.5" – 2" from back wall to accommodate wire management.
4. Clear space beneath workspace: 27-1/2" minimum to 30" maximum height (to accommodate standard Owner-furnished file cabinets and meet ADA Guidelines). Verify FFE heights with MUHC Engineering Services/Planning, Design & Construction Staff

Hardware:

1. Cabinet door hinges: 5-knuckle hinges
2. Countertop supports to be surface-mounted Rakks #EH1824FM (18x24) or #EH1818FM (18x18), or approved equal.
3. Drawer and Door pulls: U-shaped wire pulls, 4" centers
4. Drawer Slides:
  - a. Regular: 100-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature. Paper storage, 150-pound load rated epoxy coated steel slides.
  - b. File: Full extension, 150-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions self-closing feature.

Locks:

1. Cabinet Locks – CompX National Stock Locks – Master Keyed to E041A
2. Ives Elbow Catches IV2-A92

Miscellaneous:

1. Peg board: only nonporous products - plastic or polypropylene

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

- A. Fire Stopping: A certified fire stopping contractor shall be provided on all projects that require installation of fire stopping materials. Utilize UL approved designs with wall mounted, self-adhesive labels. Acceptable manufacturers are 3M, Hilti and STI.
- B. Roofing System basis of design is Garland Modified Bitumen or equal. Consultant shall specify which system – number of ply and type of cap sheet/ warranty/cold applied/ etc.
- C. Address snow and ice conditions above entrances and walkways.
- D. Verify the need for window washing davits or anchors on roof
- E. Locate roof mounted equipment away from roof edge per Occupational Safety and Health Administration (OSHA). If equipment is closer to edge than allowed, provide guard rails.

**07 8000 Fire and Smoke Protection**

- A. Cable/conduit penetrations at rated walls – EZ-Path by STI
- B. Fire Proofing: installer must be a trained, certified fire proofing expert using the proper UL listed assembly for each penetration through each type of rated wall assembly.
- C. All Smoke and/or Fire barriers shall be labeled above ceiling height every 10’.

## **DIVISION 8 – OPENINGS**

### **General**

- A. Provide clear access for wheelchair bound users at all doors. Doors shall be minimum 3’-8”.

### **PART 1: LAMINATE CLAD CASEWORK**

#### **SECTION INCLUDES**

- A. Fixed modular laminate clad casework and components.
- B. Countertops.

#### **DEFINITIONS**

- A. Identification of casework components and related products by surface visibility.
  1. Closed Interiors: Any closed storage unit behind solid door or drawer fronts.
  2. Exposed Ends: Any storage unit exterior side surface that is visible after installation.
  3. Other Exposed Surfaces: Faces of doors and drawers when closed, and tops of cabinets less than 72 inches above furnished floor.
  4. Semi-Exposed Surfaces: Interior surfaces which are visible, bottoms of wall cabinets and tops of cabinets 72 inches or more above finished floor.
  5. Concealed Surfaces: Any surface not visible after installation.

#### **QUALITY ASSURANCE**

A Single Source Manufacturer: Casework, countertops and architectural millwork products must all be engineered and built by a single source manufacturer in order to ensure consistency and quality for these related products. Splitting casework, countertops and/or architectural millwork between multiple manufacturers will not be permitted.

#### **PRODUCT HANDLING**

- A. Protect finished surfaces from soiling and damage during handling and installation with a protective covering.

#### **JOB CONDITIONS**

A. Environmental Requirements: Do not install casework until permanent HVAC systems are operating and temperature and humidity have been stabilized for at least 1 week.

1. Manufacturer/Supplier shall advise Contractor of temperature and humidity requirements for architectural casework installation areas.

2. After installation, control temperature and humidity to maintain relative humidity between 25 percent and 55 percent.

B. Conditions: Do not install casework until interior concrete work, masonry, plastering and other wet operations are complete.

## **PART 2 – PRODUCTS**

### **CONFIRM COMPLIANCE TO EACH STATEMENT**

#### **MATERIALS**

A. Core Materials:

1. Particleboard up to 7/8 inch thick: Industrial Grade average 45-pound density particleboard, ANSI A 208.1-2009, M-2 requirements.

2. Particleboard 1 inch thick and thicker: Industrial Grade average 45-pound density particle-board, ANSI A 208.1-2009, M-2 requirements.

3. Medium Density Fiberboard 1/4 inch thick: Average 54-pound density grade, ANSI A208.2-2009 requirements.

B. Decorative Laminates: GREENGAURD Indoor Air Quality Certified

1. High-pressure decorative laminate VGS (.028), NEMA Test LD 3-2005.

2. High-pressure decorative laminate HGS (.048), NEMA Test LD 3-2005.

3. High-pressure decorative laminate HGP (.039), NEMA Test LD 3-2005.

4. High-pressure cabinet liner CLS (.020), NEMA Test LD 3-2005.

5. High-pressure backer BKH (.048), (.039), (.028), NEMA Test LD3-2005.

6. Thermally fused melamine TFM laminate, NEMA Test LD 3-2005. (TFM allowed on casework interiors only, as specified below. Utilization of TFM on any exterior casework surfaces, including door and drawer faces and finished ends, will not be permitted.)

C. Edging Materials:

1. 1mm PVC banding, machine applied.

2. 3mm PVC banding, machine applied and machine profiled to 1/8 inch radius.

#### **SPECIALTY ITEMS**

A. Support Members:

1. Countertop support brackets: Epoxy powder coated, 11 gauge steel with integral cleat mount opening and wire management opening. Basis of Design: Rakks #EH1824FM or #EH1818FM

2. Undercounter support frames: Epoxy powder coated.

3. Legs: Epoxy powder coated.

#### **CABINET HARDWARE**

A. Hinges: 5 Knuckle

Standard five-knuckle hinge with dull chrome finish. Conforms to ANSI/BHMA 156.9-2003 Grade 1 products. Wood Work Institute Approved

1. Concealed 120-degree swing, self-closing, clip-on style.
  - a. Doors up to 34 inches in height have 2 hinges per door.
  - b. Doors 35 inches to 62 inches in height have 3 hinges per door.
  - c. Doors 63 inches to 80 inches in height have 4 hinges per door.
  - d. All doors have rubber bumpers.
2. 270 degree opening angle
3. Designed for 32mm boring system
4. Drilled knuckle IDs and machine knuckle edges
5. Non-removable knurled pin.
6. Dull Chrome Finish

#### B. Pulls:

1. Pull program offering must include minimum of 20 metal pull design and finish option combinations including:
  - a. Contemporary Pull (Finish option: Brushed Nickel)
  - b. Heavy Bow Pull (Finish option: Brushed Nickel)
  - c. Petite Bow Pull (Finish option: Brushed Nickel)
  - d. Metal Wire Pull (Finish options: Epoxy Powder Coated Gray, Beige, White, Black, Slate, Chrome, and Satin Chrome US26D)
2. All pulls with 96mm spacing on screws. Pull designs shall comply with the Americans with Disability Act (ADA).

#### C. Drawer Slides:

1. Regular, knee space and pencil: 100-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature. Paper storage, 150-pound load rated epoxy coated steel slides.
2. File: Full extension, 150-pound load rated epoxy coated steel, bottom corner mounted with smooth and quiet nylon rollers. Positive stop both directions with self-closing feature.

#### D. Adjustable Shelf Supports:

1. Injection molded transparent polycarbonate friction fit into cabinet end panels and vertical dividers, adjustable on 32mm centers. Each shelf support has 2 integral support pins, 5mm diameter, to interface pre-drilled holes, and to prevent accidental rotation of support. The support automatically adapts to 3/4 inch or 1 inch thick shelving and provides non-tip feature for shelving. Supports may be field fixed if desired. Structural load to 1200 pounds (300 pounds per support) without failure.
2. Fixtures and Displays Recessed Heavy Duty 1/2" slotted standards for Slatwall and casework. #SSRBZ8

#### E. Locks:

1. Removable core, disc tumbler, cam style lock with strike. Lock for sliding 3/4 inch thick doors is a disc type plunger lock, sliding door type with strike. Lock for sliding glass/acrylic doors is a ratchet type sliding showcase lock.

2. Elbow catch or chain bolt used to secure inactive door on all locked cabinets.
- F. Sliding Door Track: Anodized aluminum double channel.

**FABRICATION:**

A. Fabricate casework, countertops and related products to dimensions, profiles, and details shown.

B. All casework panel components must go through a supplemental sizing process after cutting, producing a panel precisely finished in size and square to within 0.010 inches, ensuring strict dimensional quality and structural integrity in the final fabricated product.

**C. Cabinet Body Construction:**

1. Tops and bottoms are glued and doweled to cabinet sides and internal cabinet components such as fixed horizontals, rails and verticals. Minimum 6 dowels each joint for 24 inch deep cabinets and a minimum of 4 dowels each joint for 12 inch deep cabinets. (Mechanical or metal hardware fasteners joining cabinet top and bottom panels to the sides will not be accepted.)
  - a. Tops, bottoms and sides of all cabinets are particleboard core.
2. Cabinet backs: 1/4 inch thick medium density fiberboard panel fully captured by the cabinet top, bottom and side panels. Finish to match cabinet interior. 3/4 inch x 4 inch particleboard rails will be placed behind the back panel at the top and bottom, and doweled to the sides utilizing 10mm hardwood fluted dowels. A third intermediate rail will be included on all cabinets taller than 56 inches. Utilize hot melt glue to further secure back and increase overall strength.
  - a. Exposed back on fixed or movable cabinets: 3/4 inch thick particleboard with the exterior surface finished in VGS laminate as selected.
3. Fixed base and tall units have an individual factory-applied base, constructed of 3/4 inch thick plywood. Base is 102mm (nominal 4 inch) high unless otherwise indicated on the drawings.
4. Base units, except sink base units: Full sub-top glued and doweled to cabinet sides. (Mechanical or metal hardware fasteners joining cabinet sub-top panel to the sides will not be accepted.)
5. Side panels and vertical dividers shall receive adjustable shelf hardware at 32mm line boring centers. Mount door hinges, drawer slides and pull-out shelves in the line boring for consistent alignment.
6. Exposed and semi exposed edges.
  - a. Edging: 1mm PVC machine applied.
7. Adjustable Shelves in Cabinets
  - a. Core: Particleboard.
  - b. Core Thickness: 3/4 inch up to 36 inches wide, 1 inch over 36 inches wide.
  - c. Edge: 1mm PVC on Front Edge Only.
8. Interior finish, units with open Interiors:
  - a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with high-pressure decorative VGS laminate. Use of TFM on exposed open

interiors will not be permitted.

9. Interior finish, units with closed Interiors:

a. Top, bottom, back, sides, horizontal and vertical members, and adjustable shelving faces with TFM Thermally Fused Melamine laminate.

10. Exposed ends:

a. Faced with high-pressure decorative VGS laminate. Use of TFM on exposed ends will not be permitted.

11. Wall unit bottom:

a. Faced with high-pressure decorative VGS laminate. Use of TFM on wall unit bottoms will not be permitted.

12. Balanced construction of all laminated panels is mandatory. Unfinished core stock surfaces, even on concealed surfaces (excluding edges), are not permitted.

#### D. Drawers:

1. Sides, back and sub front: Minimum 1/2 inch thick particleboard, laminated with TFM Thermally Fused Melamine, doweled and glued into sides. Top edge banded with 1mm PVC.

2. Drawer bottom: Minimum 1/2 inch thick particleboard laminated with TFM Thermally Fused Melamine, screwed directly to the bottom edges of drawer box.

E. Door/Drawer Fronts:

1. Core: 3/4 inch thick particleboard.

2. High-pressure decorative VGS laminate exterior, balanced with high-pressure cabinet liner CLS. Use of TFM on exterior or interior surfaces of door/drawer fronts will not be permitted.

3. Edges: 3mm PVC, machine applied, external edges and outside corners machine profiled to 1/8 inch radius.

4. Provide double doors in opening in excess of 24 inches wide.

#### **DECORATIVE LAMINATE COUNTERTOPS:**

##### A. Core:

1. All countertops: 1-1/8 inch thick ANSI A208.1-1993 M-2 particleboard.

B. Surface: High-pressure decorative HGS/HGP laminate with balanced backer sheeting.

C. Exposed edges of applied backsplash: HGS high-pressure decorative laminate.

D. All countertops joints must be dry fit at the factory to check for consistency in color from one panel to the other and overall finished panel thickness, resulting in a high quality product easy to install.

#### **PART 3- EXECUTION**

##### **CONFIRM COMPLIANCE TO EACH STATEMENT**

##### **INSPECTION:**



A. The casework contractor must examine the job site and the conditions under which the work under this section is to be performed, and notify the building owner in writing of unsatisfactory conditions. Do not proceed with work under this Section until satisfactory conditions have been corrected in a manner acceptable to the installer.

**PREPARATION:**

A. Condition casework to average prevailing humidity conditions in installation areas prior to installing.

**INSTALLATION:**

- A. Erect casework, plumb, level, true and straight with no distortions. Shim as required. Where laminate clad casework abuts other finished work, scribe and cut to accurate fit.
- B. Adjust casework and hardware so that doors and drawers operate smoothly without warp or bind.
- C. Repair minor damage per plastic laminate manufacturer's recommendations.

**CLEANING:**

- A. Remove and dispose of all packing materials and related construction debris.
- B. Clean cabinets inside and out. Wipe off fingerprints, pencil marks, and surface soil etc., in preparation for final cleaning by the building owner.

**COLOR SELECTION:**

A. Laminate Color Selection:

- 1. Formica® 6208-58 Glamour Cherry
- 2. Thermally fused melamine laminate available in White, Beige or Gray color.

B. Hardware Color Selection:

- 1. Pulls: Brushed Chrome Steel Finish
- 2. Miscellaneous Hardware (support brackets, table frames, etc.): Select from your choice of epoxy powder coating stock colors matched to White, Beige, Gray, Black, Slate and Chrome.

C. PVC Edge Banding Color Selection:

- 1. 3mm PVC: to match or coordinate wit the laminate finish.
- 2. 1mm PVC: to match or coordinate wit the laminate finish.

**COUNTERTOPS**

**CONFIRM COMPLIANCE TO EACH STATEMENT**

**SECTION INCLUDES**

- A. Countertops for architectural cabinetwork.
- B. Countertops for manufactured casework.
- C. Wall-hung counters and vanity tops.

D. Sinks molded into countertops.

#### **RELATED REQUIREMENTS**

A. Section 06 4100 - Architectural Wood Casework.

#### **REFERENCE STANDARDS**

A. ANSI A161.2 - Performance Standards for Fabricated High Pressure Decorative Laminate Countertops; 1998.

B. ANSI A208.1 - American National Standard for Particleboard; 2009.

C. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.

D. ANSI Z124.3 - American National Standard for Plastic Lavatories; 2005.

E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.

F. ISSFA-2 - Classification and Standards for Solid Surfacing Material; International Solid Surface Fabricators Association; 2001 (2007).

G. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

H. PS 1 - Structural Plywood; 2009.

#### **SUBMITTALS**

A. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.

B. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

#### **QUALITY ASSURANCE**

A. Fabricator Qualifications: Same fabricator as for cabinets on which tops are to be installed.

B. Installer Qualifications: Fabricator.

#### **DELIVERY, STORAGE, AND HANDLING**

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### **FIELD CONDITIONS**

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

### **PART 2 PRODUCTS**

#### **CONFIRM COMPLIANCE TO EACH STATEMENT**

#### **COUNTERTOP ASSEMBLIES**

A. Plastic Laminate Countertops: High pressure decorative laminate sheet bonded to substrate.

1. Laminate Sheet, Unless Otherwise Indicated: NEMA LD 3 Grade HGS, 0.048 inch (HGS,

1.2 mm) nominal thickness.

a. Surface Burning Characteristics: Flame spread 25, maximum; smoke developed 450, maximum; when tested in accordance with ASTM E84.

B. Finish: Matte or suede, gloss rating of 5 to 20.

C. Manufacturers:

1) Formica Corporation : [www.formica.com](http://www.formica.com).

2) Lamin-Art, Inc : [www.laminart.com](http://www.laminart.com).

3) Panolam Industries International, Inc\Nevamar : [www.nevamar.com](http://www.nevamar.com).

4) Panolam Industries International, Inc\Pionite : [www.pionitelaminates.com](http://www.pionitelaminates.com).

5) Wilsonart International, Inc : [www.wilsonart.com](http://www.wilsonart.com).

2. Exposed Edge Treatment: Square, substrate built up to minimum 1-1/4 inch (32 mm) thick; covered with matching laminate.

3. Exposed Edge Treatment: Molded rubber edge with T-spline, sized to completely cover edge of panel.

4. Back and End Splashes: Same material, same construction.

B. Plastic Laminate Countertops: Self-supporting high pressure laminate panel with decorative surface over structural members.

1. Panels: Phenolic resin impregnated Kraft paper core with melamine impregnated decorative surface papers; NEMA LD 3 Grade CGS.

a. Panel Thickness: 1 inch (25 mm).

b. Finish: Matte or suede, gloss rating of 5 to 20.

c. Manufacturers:

1) Arborite, division of ITW Canada : [www.arborite.com](http://www.arborite.com).

2) Formica Corporation : [www.formica.com](http://www.formica.com).

3) Panolam Industries International, Inc\Pionite : [www.pionitelaminates.com](http://www.pionitelaminates.com).

4) Wilsonart International, Inc : [www.wilsonart.com](http://www.wilsonart.com).

2. Exposed Edge Treatment: Square natural cut sanded and polished to semi-gloss sheen.

3. Back and End Splashes: Same material, same construction; minimum 4 inches (102 mm) high.

C. Chemical Resistant Plastic Laminate Countertops: Chemical resistant high pressure decorative laminate sheet bonded to substrate.

1. Laminate Sheet: NEMA LD 3 Grade HGL, 0.039 inch (HGL, 1.0 mm) nominal thickness.

a. Finish: Matte or suede, gloss rating of 5 to 20.

b. Manufacturers:

1) Formica Corporation : [www.formica.com](http://www.formica.com).

2) Panolam Industries International, Inc\Nevamar : [www.nevamar.com](http://www.nevamar.com).

3) Panolam Industries International, Inc\Pionite : [www.pionitelaminates.com](http://www.pionitelaminates.com).

4) Wilsonart International, Inc : [www.wilsonart.com](http://www.wilsonart.com).

2. Exposed Edge Treatment: Square, substrate built up to minimum 1-1/4 inch (32 mm) thick; covered with matching laminate.

3. Back and End Splashes: Same material, same construction; minimum 4 inches (102 mm)

high.

D. Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.

1. Flat Sheet Thickness: 1/4 inch (6 mm), minimum.

2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISSFA-2 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.

a. Sinks and Bowls: Integral castings; minimum 3/4 inch (19 mm) wall thickness; comply with ANSI Z124.3.

b. Finish on Exposed Surfaces: Matte, gloss rating of 5 to 20.

c. Manufacturers:

1) Dupont : [www.corian.com](http://www.corian.com).

2) Formica Corporation : [www.formica.com](http://www.formica.com).

3) Avonite Surfaces : [www.avonitesurfaces.com](http://www.avonitesurfaces.com).

4) Wilsonart International, Inc : [www.wilsonart.com](http://www.wilsonart.com).

400610 / MUHC Gift Shop 12 3600 - 3 COUNTERTOPS

3. Other Components Thickness: 1/2 inch (12 mm), minimum.

4. Back and End Splashes: Same sheet material, square top; minimum 4 inches (102 mm) high.

### **ACCESSORY MATERIALS**

A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch (19 mm) thick; join lengths using metal splines.

B. Particleboard for Supporting Substrate: ANSI A208.1 Grade 2-M-2, 45 pcf (20 kg/cu m) minimum density; minimum 3/4 inch (19 mm) thick; join lengths using metal splines.

C. Medium Density Fiberboard for Supporting Substrate: ANSI A208.2.

D. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

E. Joint Sealant: Mildew-resistant silicone sealant, white.

### **FABRICATION**

A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.

1. Join lengths of tops using best method recommended by manufacturer.

2. Fabricate to overhang fronts and ends of cabinets 1 inch (25 mm) except where top butts against cabinet or wall.

3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.

1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.

2. Height: 4 inches (102 mm), unless otherwise indicated.

C. Solid Surfacing: Fabricate tops up to 144 inches (3657 mm) long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

## **PART 3 EXECUTION**

### **EXAMINATION**

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

### **PREPARATION**

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### **INSTALLATION**

A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

B. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch (16 mm).

C. Seal joint between back/end splashes and vertical surfaces.

### **TOLERANCES**

A. Variation From Horizontal: 1/8 inch in 10 feet (3 mm in 3 m), maximum.

B. Offset From Wall, Countertops: 1/8 inch (3 mm) maximum; 1/16 inch (1.5 mm) minimum.

C. Field Joints: 1/8 inch (3 mm) wide, maximum.

### **PROTECTION**

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

## **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 QUALIFICATION FORM

---

(Name of firm or individual responding)

REQUEST FOR QUALIFICATIONS  
FOR  
UM SYSTEM CUSTOM CASEWORK  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
FOR  
THE UNIVERSITY OF MISSOURI SYSTEM  
RFQ #20-6003-LL-U  
OPENING DATE: SEPTEMBER 12, 2019  
TIME: 2:00 PM, CT

**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.**

BID FORM

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 Bid issued by the University of Missouri.

1. Tall cabinet  
2' x 7' x 18" per attached specification \$ \_\_\_\_\_ each
2. Tall Cabinet  
2' X 7' x 24" per attached specification \$ \_\_\_\_\_ each
3. Base Cabinet  
2' x 3' x 25" per attached specification \$ \_\_\_\_\_ each
4. Base Cabinet, 30" high  
2' x 2'6" x 25" per attached specification \$ \_\_\_\_\_ each
5. Sink Cabinet 36" high  
2' x 3' x 25" per attached specification \$ \_\_\_\_\_ each
6. Drawer Base Cabinet 36" high. 2 drawer  
2' x 3' x 25" per attached specification \$ \_\_\_\_\_ each
7. Base Drawer Cabinet 36" high, all drawer  
2' x 3' x 25" per attached specification \$ \_\_\_\_\_ each
8. Wall Cabinet, 30" high open, no doors  
2' x 2'6" x 13" per attached specification \$ \_\_\_\_\_ each
9. Wall Cabinet, 30" high  
2' x 2'6" x 13" per attached specification \$ \_\_\_\_\_ each
10. Wall Cabinet, 24" high  
2' x 2' x 13" per attached specification \$ \_\_\_\_\_ each
11. Wall Cabinet, 24" high with Glazing  
2' x 2' x 13" per attached specification \$ \_\_\_\_\_ each
12. Hourly Installation Fees \$ \_\_\_\_\_ per hour



**ATTACHMENT A**  
**SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
  
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - Supplier's Total Revenues: \$10,000,000
  - Revenues from University \$: \$ 4,000,000
  - University % of Total Revenues: 40% (#2 divided by #1)
  - Total MBE Dollars \$: \$ 150,000
  - Total WBE Dollars \$: \$ 150,000
  - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business? \_\_\_\_\_

\_\_\_\_\_

3. Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your

company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

**ATTACHMENT B  
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

MISSOURI FIRM:  Yes  No

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

**BUSINESS TYPE:**

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

SOLE PROPRIETORSHIP:  Yes  No

**SUPPLIER'S CERTIFICATION:**

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

---

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT C

**THE UNIVERSITY OF MISSOURI  
SERVICES AGREEMENT**

This Service Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **Curators of the University of Missouri**, a Missouri public corporation, (hereinafter referred to as "University") and \_\_\_\_\_ (hereinafter referred to as "Contractor") to provide certain services upon the following conditions:

1. SCOPE OF SERVICES

University engages Company to render, and Company agrees to render, the services described in Exhibit A "Scope of Services" upon the terms and conditions set forth herein.

2. DUTIES

- a. Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of the Services and shall perform the Services in a diligent, professional, and skillful manner.
- b. All Services performed under this Agreement will be performed by Contractor's employees unless written consent to use subcontractors or other persons is given by University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be \_\_\_\_\_ through \_\_\_\_\_, unless terminated as follows:
- b. The University may terminate this contract at any time by providing a 30 day notice. Contractor shall be paid for work completed prior to notice, and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at a not to exceed amount of \$ \_\_\_\_\_
- b. Payment will be made within thirty (30) days from receipt by the University of Contractor's completed invoice form. The invoice must show the Contractor's federal taxpayer id number.
- c. Final payment will be made after all required reports and /or services have been received and approved by the University. (if applicable)
- d. If travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform to existing University policy, which may be viewed at <http://www.umsystem.edu/ums/rules/bpm>. (if applicable)
- e. Contractor shall send invoices to the following:
  - i. Name:
  - ii. Department
  - iii. Street
  - iv. City State Zip
  - v. Email

5. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be allowed due to Contractor's failures to include such taxes or as a result of a change in Contractor's tax liabilities.

6. ASSIGNMENT

Neither this agreement nor any rights or obligations may be assigned or transferred by either Party to any person, corporation, partnership or other entity without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by registered or certified mail to the parties at the address shown below:

- i. University of Missouri Procurement
- ii. Attn: (name of Procurement representative)
- iii. Street
- iv. City State Zip
- v. Email

8. CONFLICT OF INTEREST

Contractor assures that to the best of Contractor's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Contractor, Contractor's family, business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, Company will advise University of such change.

9. NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and shall not act as an agent for the University, nor shall Contractor be deemed to be an employee of the University for any purposes whatsoever. The Contractor shall not enter any agreements or incur any obligations on the University's behalf or commit the University in any manner.

10. USE OF NAME (If applicable)

Contractor will not use directly or by implication the name of the University of Missouri or the name of any member of the University's staff working on this project or any information or data relating to the project for any product promotion or commercial publicity or advertising purposes, or in any way the aims, policies, programs, products, or opinions of the University without the prior written approval of the University.

11. INFORMATION TECHNOLOGY AND WEBSITE DESIGN (if applicable)

- a. Any Agreement for Service that involves development, creation, or modification of new and existing software; data capture or retrieval; application hosting; or assistance with unique projects must comply with University Division of IT security requirements prior to any work being performed by Contractor.
- b. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri-Columbia websites must comply with the requirements set forth by MU Web Communications Office prior to any work being performed by Contractor.

## 12. INTELLECTUAL PROPERTY (if applicable)

- a. The Contractor (“Contractor”) agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri (“University”), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property<sup>[1]</sup> developed, created, and/or invented under or pursuant to this Contractor Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Contractor has in the Intellectual Property, Contractor hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to the Intellectual Property; and all rights corresponding to any of the foregoing, throughout the world.
- b. Contractor agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Contractor’s signature to apply for and pursue any application covering the Intellectual Property, then Contractor hereby irrevocably designates and appoints University and its duly authorized officers and agents as Contractor’s agent and attorney-in-fact to act for and in Contractor’s behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Contractor.
- c. Whenever any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contractor Agreement, Contractor shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Contractor will, at the University’s expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Contractor’s rights will be determined in accordance with 37 CFR 401.

## 13. LIABILITY AND INSURANCE

- a. Liability - The Contractor agrees to defend, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney’s fees) resulting from any injury (including death) to any person, or damages to

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<sup>[1]</sup> “Intellectual Property” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Contractor Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information related to the work being performed under this Contractor Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

property of others arising out of the acts or omissions of the Contractor, its employees or agents in performance of the work under this Agreement.

- b. Insurance – During the term of this Agreement, Contractor agrees to carry, at its own expense, the minimum limits set forth on Exhibit B. The University shall be named as an additional insured for insurance listed as item 1 on Exhibit B. Insurance must be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and have an A.M. Best rating of at least A-, VIII. Certificates of insurance evidencing all insurance coverage shall be provided to the University prior to the commencement of Services by Service Provider. Such policies shall contain a provision that the insurance shall not be canceled without two (2) days prior written notice to University.

**14. DEBARMENT AND SUSPENSION**

The Contractor to the best of his/her knowledge and belief that he/she 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).

**15. GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by the laws of the State of Missouri.

**16. ENTIRE AGREEMENT; AMENDMENT**

This writing and the exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties on the same subject matter. No oral statement or representation shall change or otherwise affect any provisions herein. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties.

**17. Preapproved University of Missouri System legal document as of 11/21/2017.\_\_\_\_\_**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party effective as of the date first above written.

**SIGNATURES:**

**On Behalf of the  
Curators of the University of Missouri**

**Contractor Name**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

DATE: \_\_\_\_\_

DATE:

\_\_\_\_\_



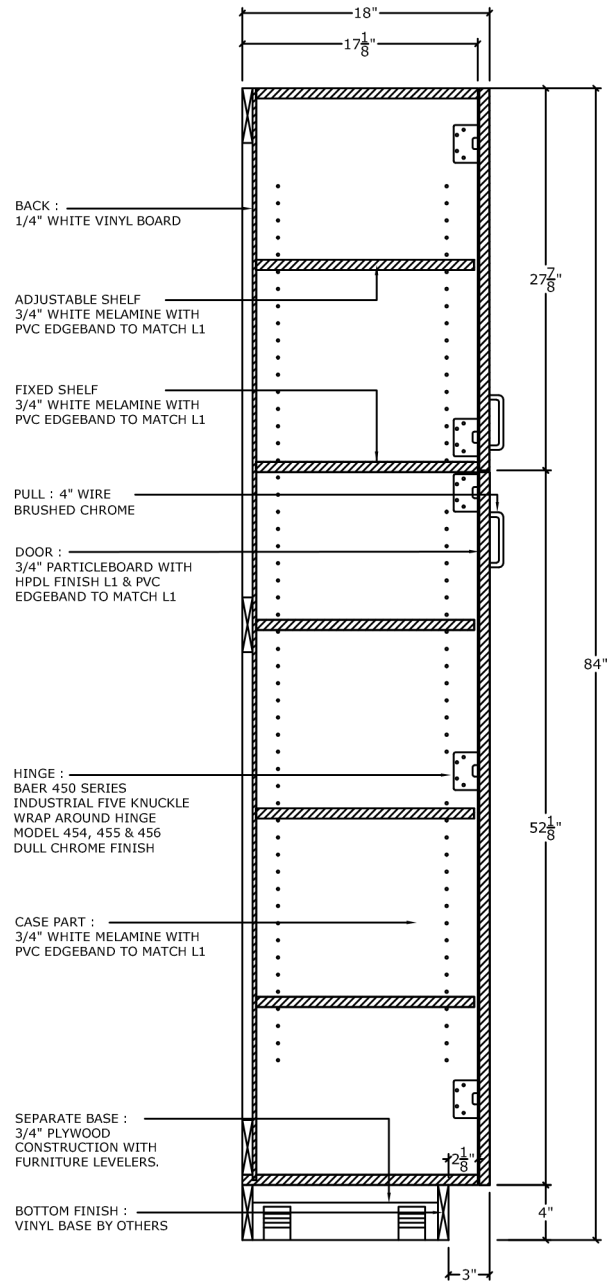
### Scope of Services

Instructions: Provide a detailed statement of work for which the successful vendor will be responsible. Provide all costs proposed to be covered by the University. Additional documentation may be attached.

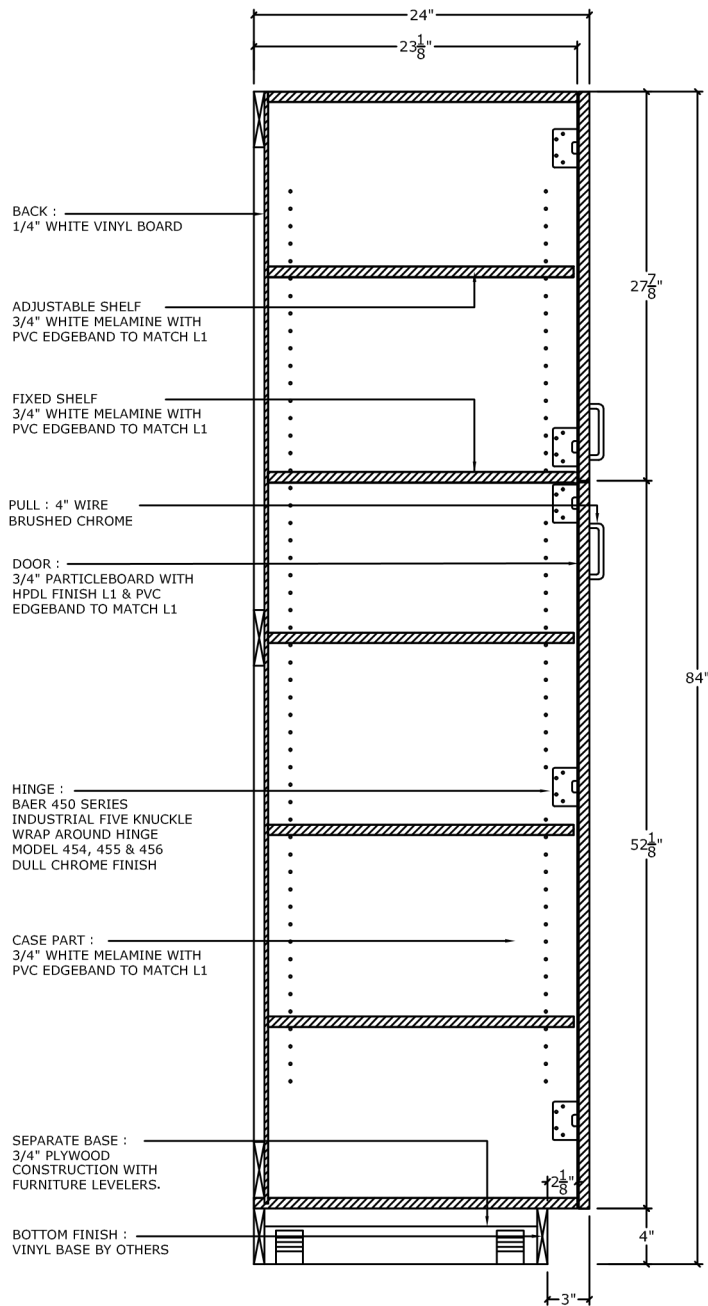
Information to be considered as part of Scope of Services shall include any or all of the following:

- **Business Requirements** – Describe the extent of the services to be performed, and the overall objectives of the agreement. Enumerate the specific duties to be performed and the expected outcomes. Include a detailed listing of responsibilities.
- **Technical Requirements**– Identify any technical requirements necessary to achieve or facilitate the successful completion of the services being performed. (May not be applicable for all services.)
- **Milestones or Deliverables** – Provide a schedule for when specific tasks must be completed or when the University should expect the deliverables as listed. Identify what happens if not met. Identify if status updates are required, and frequency.
- **Ongoing Support and Maintenance** – Include a list of vendor responsibilities after the conclusion or development of project. (May not be applicable for all services.)
- **Place of Performance**: Identify where the services will be performed. If performance will occur at multiple University locations, indicate which tasks must be completed where. If service will be at the vendor's facility, only state that requirement.
- **Payment** – Include the total cost of the services being performed, including how cost is determined, and the expected payment schedule.

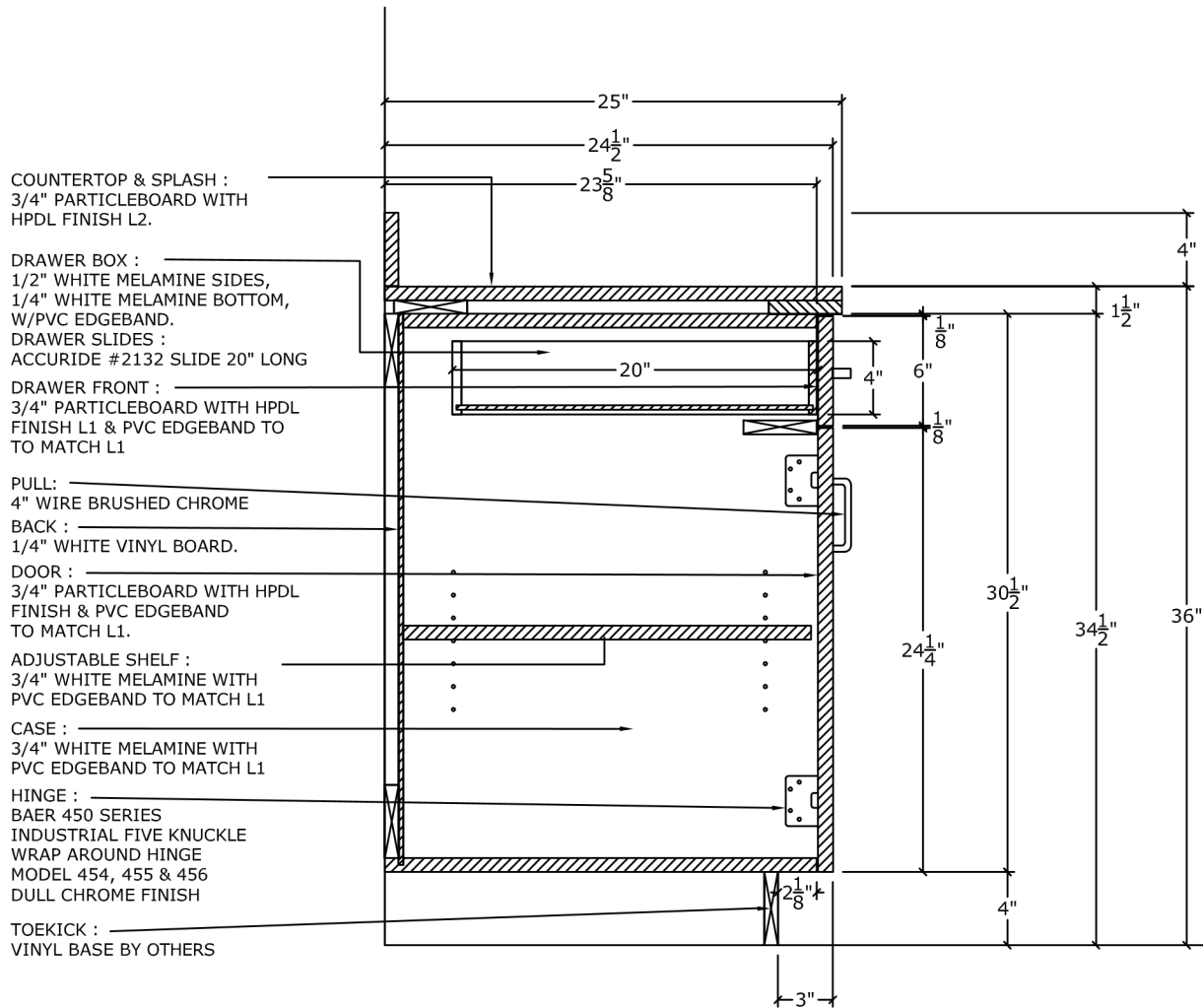
# Tall Cabinet 18" Deep



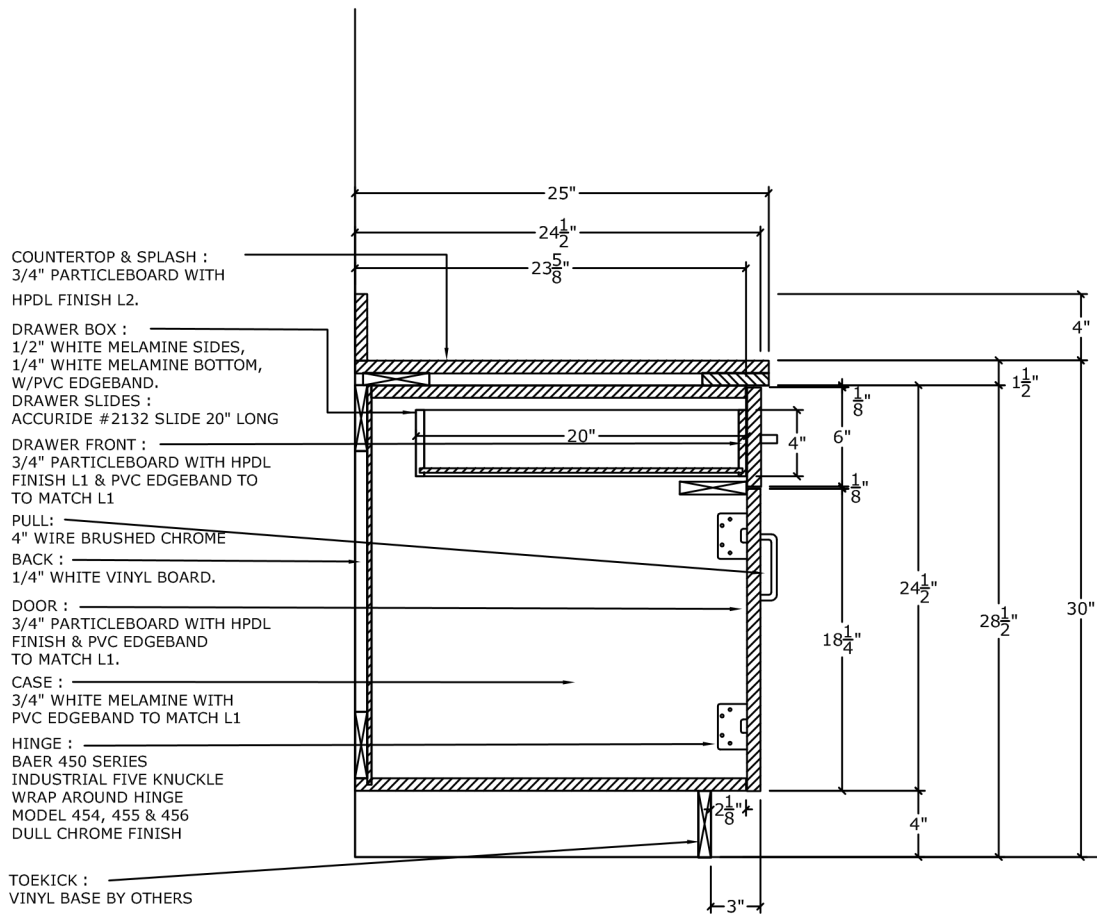
# Tall Cabinet 24" Deep



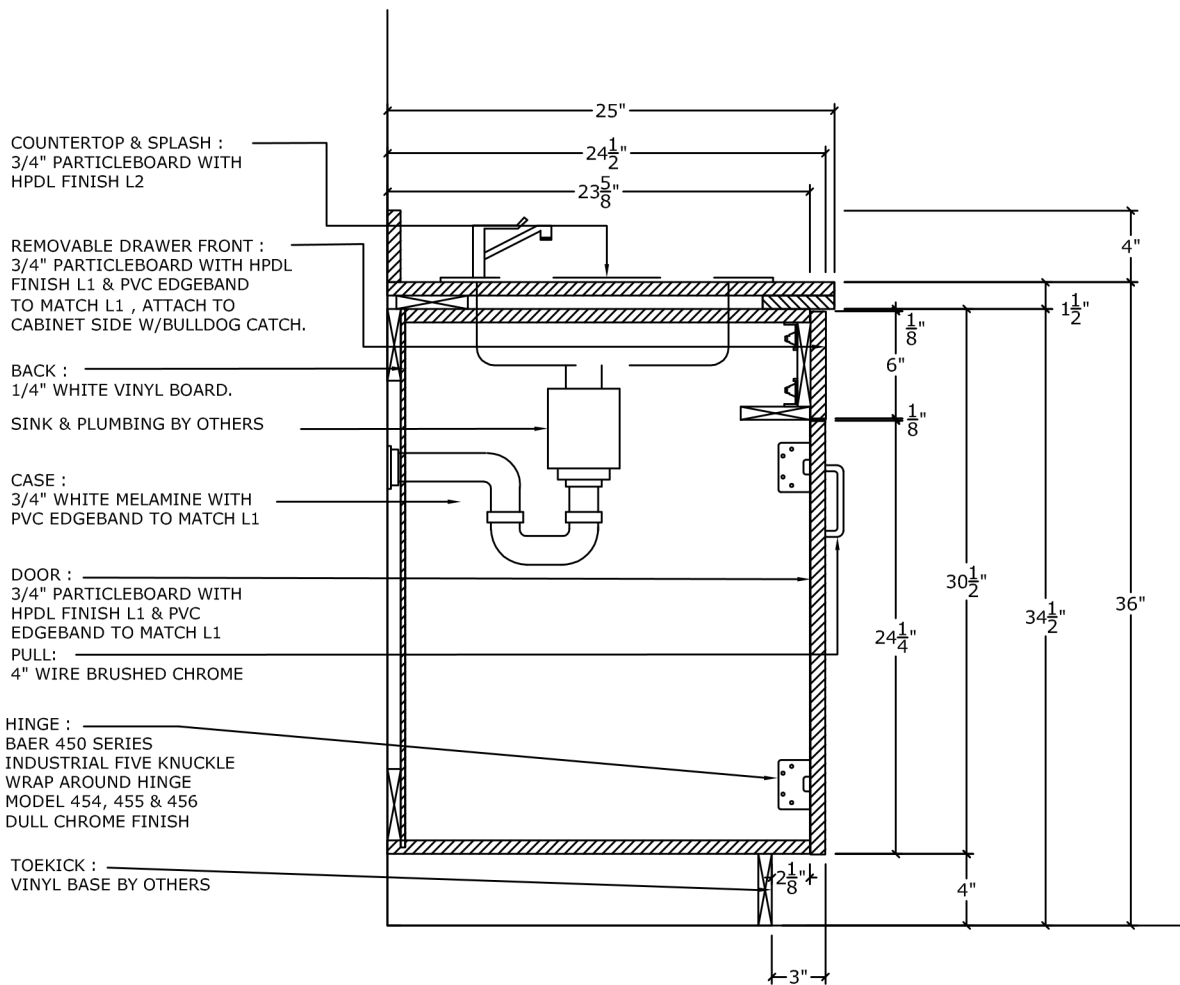
# Base Cabinet 36" x 25"



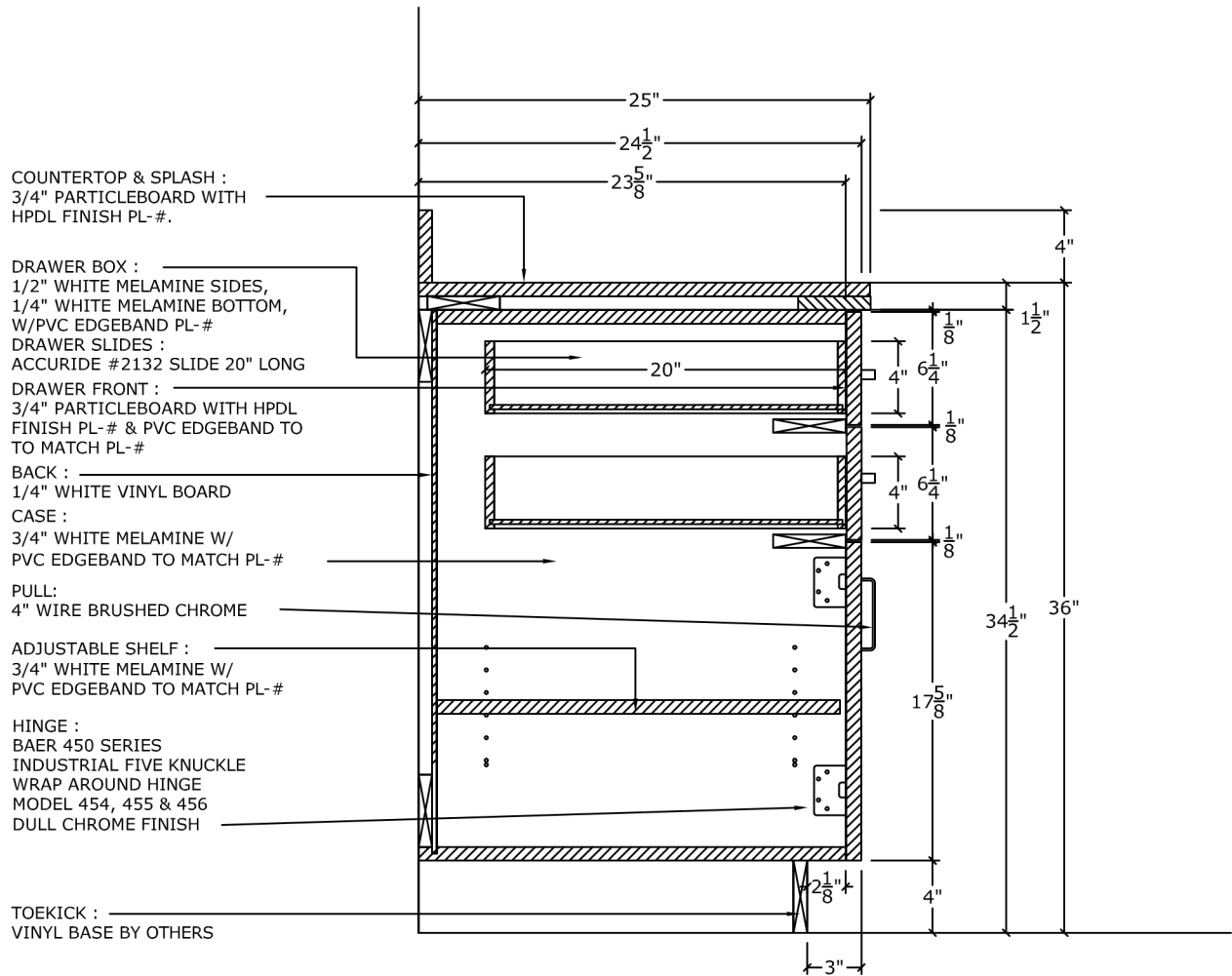
# Base Cabinet 30"



## Sink Cabinet 36"



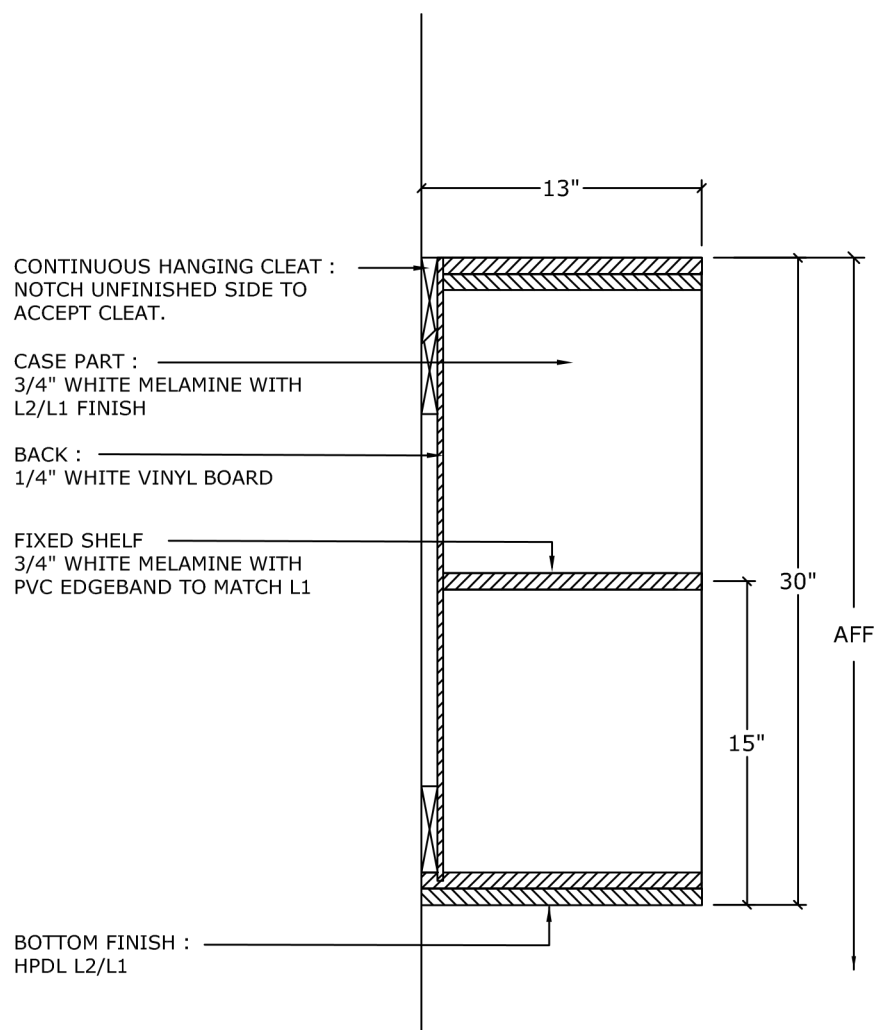
# Base Drawer Cabinet 2 Drawer 36" Tall



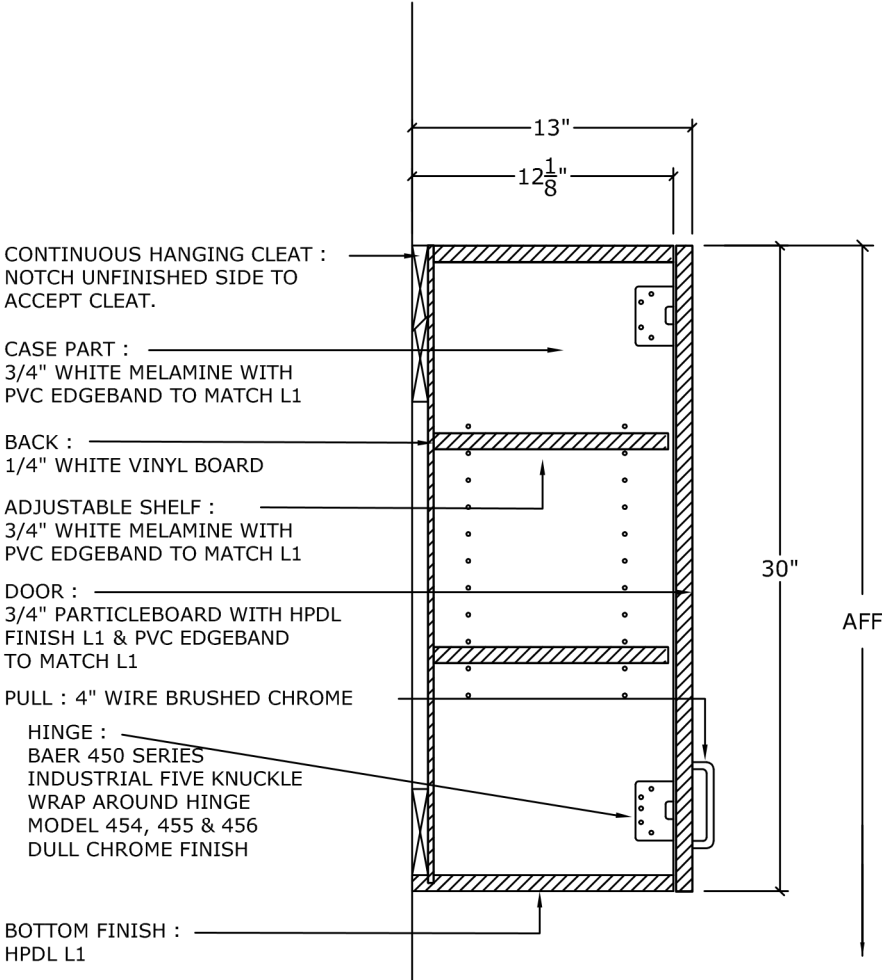




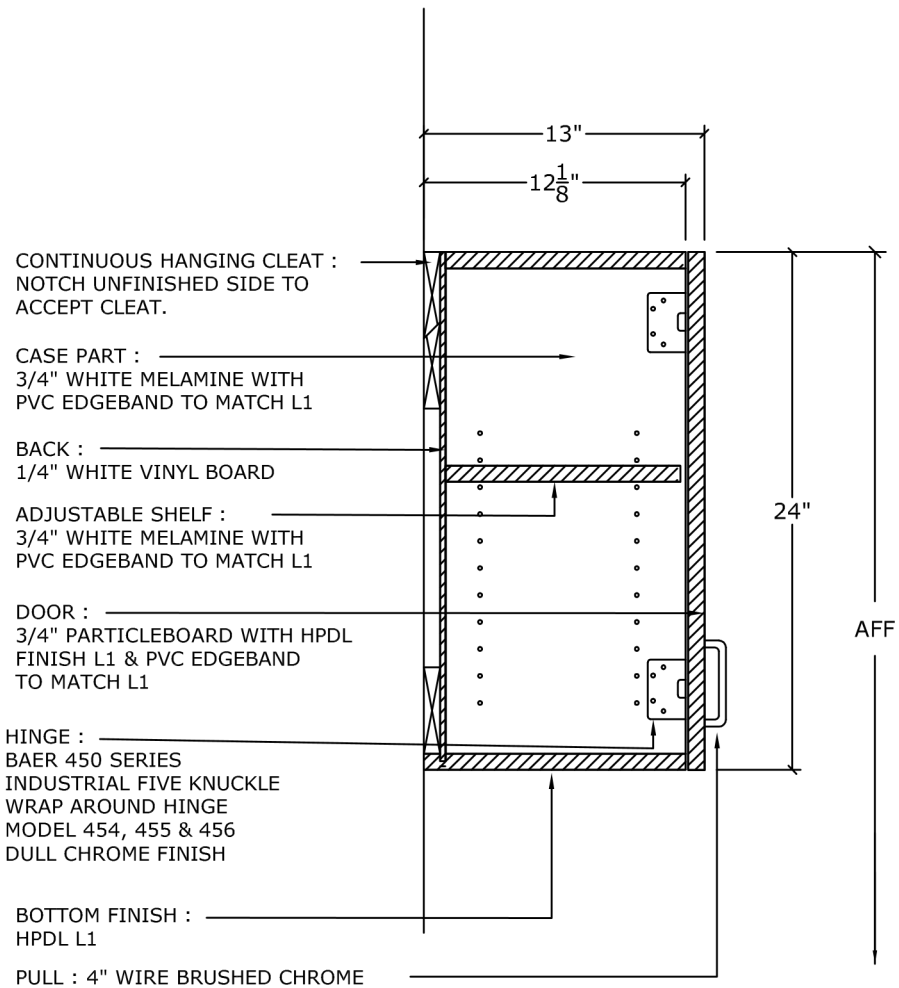
## Wall Cabinet 30" High Open



# Wall Cabinet 30" High



## Wall Cabinet 24" High



## Wall Cabinet 24" High x 13 Deep With Glazing

