



University of Missouri (UM) Procurement

BID REQUEST NO.: 20-2230-WJ-C
TITLE: ANTI-BACTERIAL WIPES
ISSUE DATE: OCTOBER 28, 2019

STRATEGIC SOURCING SPECIALIST: Wade A. Jadwin
PHONE NO.: (573) 341-4049
E-MAIL: jadwinw@mst.edu

RETURN BID NO LATER THAN: NOVEMBER 11, 2019 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. **Bids are to be contained in a sealed envelope and delivered to the following address by the return date and time noted above.**
FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED.

RETURN BID TO: UM Procurement
Attention: Wade A. Jadwin
1201 North State Street – G5C
Rolla, MO 65409

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

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

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

SIGNATURE REQUIRED

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

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

BID REQUEST AND BID CONDITIONS

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

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.

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

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

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

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

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

23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

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

NOTICE TO BIDDERS

UM Procurement requests bids to **FURNISH and DELIVER ANTI-BACTERIAL WIPES - RFB # 20-2230-WJ-C**, which will be received by the undersigned at the University of Missouri (UM) Procurement, 1201 North State Street – G5C, Rolla, Missouri, 65409 until 2:00 pm, Central Time November 11, 2019. Bids will be opened and identified starting at 2:05 p.m., Central Time.

FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from UM Procurement at 1201 North State Street – G5C, Rolla, Missouri, 65409, by phoning 573-341-4049, or online at;

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

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

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: **Wade A. Jadwin, Strategic Sourcing Specialist**
UM Procurement

Dated: October 28, 2019

UNIVERSITY OF MISSOURI SPECIAL CONDITIONS

University of Missouri Procurement is requesting bids for **ANTI-BACTERIAL FITNESS WIPES** for University of Missouri - Columbia Recreation Services & Facilities.

AWARD:

The award will be based on superior performance during the demonstration and lowest price.

The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. **If a split award is not acceptable to a bidder, it must be stated in the bid response.**

Note: The University of Missouri reserves the right to negotiate best and final terms with the respondent selected.

CONTRACT TERM:

The contract will be for one (1), with two (2) one (1) year renewal options. The first year will begin on December 1, 2019 and close on November 30, 2020. The University of Missouri will provide a thirty (30) day notice of its intent to either cancel or renew the contract for another year. This contract may be used by other University of Missouri campuses located in Kansas City, Rolla and St. Louis.

PREVIOUS QUOTATIONS:

This is a sealed bid event. Any quotations sent to the University of Missouri prior to this Request for Bid (RFB) are now void and will not be considered. Bidders must respond with a new quotation / response by the bid deadline noted on the cover page of this RFB.

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.

QUESTIONS:

The final date for a request to be accepted for a clarification on any Specification or Requirement of the RFB is November 4, 2019 at 2:00 PM CT. Any request received after this date and time will **NOT** be acknowledged with a response. **Please do not contact the department directly to ask questions. Please send ALL questions to Wade Jadwin – jadwinw@mst.edu**

SAMPLES:

[Bidders must include a sample of the anti-bacterial wipes being offered in their bid response.](#)

DETAILED SPECIFICATIONS

The University of Missouri System Procurement request bids for **ANTI-BACTERIAL FITNESS WIPES**. The following are the desired minimum specifications.

Prices shall remain firm throughout the contract period with notification or preapproval of price increases before renewal options are exercised at the beginning of a contract period. Award will be made by letter. Orders will be placed on an “as needed” basis and will be paid for by University credit card or purchase order. Prices for the first year of the contract shall remain firm. The University will accept up a three (3%) annual price increase for each of the final two (2) years of the contract. The University must receive a thirty (30) day written notification outlining the reason for the price increase.

All quantities are estimated based upon anticipated needs. The University reserves the right to order more or less as needed. The release of this Term Contract does not constitute release of the item for purchase. Ordering will be done later on an “as needed” basis by University credit card or Purchase Order. **No additional fees will be charged to University credit cards.**

Failure to deliver in a timely manner as stated on the vendor’s bid may result in the purchase order being awarded to another vendor. Failure of the vendor to mark the release order shipment and invoice with the project name and job number indicated on the release order will result in delay of payment for the material. Successful bidder will be notified by letter.

Quantity

- (1) Pricing should be provided on approximately **650,000 - 750,000** wipes per year

Type

- (1) Cloth based and durable.
- (2) Must be an anti-bacterial Environmental Protection Agency (EPA) registered disinfectant wipe specifically designed for use on surfaces within a health club environment. Approved for use on, Tested & approved by every leading fitness equipment manufacturer including, but not limited to Woodway, Star Trac, Octane, FreeMotion, Paramount, Matrix, Cybex, Keiser and others.
- (3) Must be alcohol-free, bleach-free, phenol-free
- (4) Must include a copy of the Material Safety Data Sheet (MSDS) of the product you are bidding.

Size

- (1) Each wipe should be a minimum of 6” X 6”

Containers

- (1) Wipe refill containers **must be able to fit** into a standing floor container (quantity- sixteen (16) – Stainless Steel Stand with a waste receptacle included, provided by bidder, as opposed to a wall mounted container. The University requests the awarded bidder to ship a sample container for inspection at their own expense.

Number of Rolls per Case - _____

Number of Wipes/Sheets per Roll - _____

Price per Wipe/Sheet - \$_____

DELIVERED PRICE (per box or individual container) - \$_____

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES THAT ALL SPECIFICATIONS CAN BE MET AND THAT ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

The University of Missouri System is committed to and supports supplier diversity as an essential part of 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 (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) 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. If you are a non-diverse owned company, 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. If you are a non-diverse owned company, 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.

-----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: _____

AUTHORIZED RESPONDENT REPRESENTATION

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

This signature sheet must be returned with your BID.

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