

BID REQUEST NO.: 20-6007-LL-K

TITLE: UMKC FF&E GENERAL FURNISHINGS

ISSUE DATE: December 2, 2019

STRATEGIC SOURCING SPECIALIST: Leyanna Long

PHONE NO.: (573) 884-3228 E-MAIL: Longlk@umsystem.edu

RETURN BID NO LATER THAN: Friday, December 20, 2019 at 2:00 pm CST

RESPONSE INSTRUCTIONS: Print or type Bid Request No. 20-6007-LL-K and Return Due Date on the lower left hand corner

of the envelope or package. Bids must include, 1 hard copy and 1 electronic copy (flash drive, jump drive, CD or thumb drive) are acceptable forms of electronic formats. Email is NOT an acceptable form of electronic format, email bids will be rejected. Delivered sealed bids must be in UM System Supply Chain Office (2910 LeMone Industrial Blvd) by the return date and time.

RETURN BID TO: University of Missouri Procurement

Attn: Levanna Long

2910 LeMone Industrial Blvd

Columbia, MO 65201

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

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

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

SIGNATURE REQUIRED

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		
		THE AMERICA		
CONTACT PERSON		EMAIL ADDRESS		
PHONE NUMBER		FAX NUMBER		
TAXPAYER ID NUMBER (TIN)	XPAYER ID NUMBER (TIN) TAXPAYER ID (TIN) TYPE		VENDOR NUMBER (IF KNOWN)	
FEIN		SSN		
		551,		
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)				
Corporation Individual State	e/Local Government _	Partnership S	Sole ProprietorOther	
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.

UNIVERSITY OF MISSOURI REQUEST FOR BIDS

FOR

UMKC FF&E GENERAL FURNISHINGS SCHOOL OF COMPUTING AND ENGINEERING

Bid #: 20-6007-LL-K

The Curators of the University of Missouri University on behalf of the University of Missouri Kansas City, requests bids for the Furnishing, Delivery and Installation of Furniture, Fixtures and Equipment furnishings as per specifications for the Robert W. Plaster Free Enterprise and Research Center located at 801 E. 51st Street, Kansas City, MO 64110 on the campus of the University of Missouri Kansas City.

QUESTIONS:

- 1. For all procurement related questions, please contact Leyanna Long, Strategic Source Specialist, via email at, longlk@umsystem.edu.
- 2. Questions must be submitted on or before Friday, December 13, 2019 at 2:00 pm CST

AWARD:

- 1. The University of Missouri reserves the right to award the bid on a line by line basis or on an all or none basis, whichever is determined to be in the best interest of the University.
- 2. Alternates of equal specified quality may be considered, but may not be selected on lowest cost.

PRICING:

1. The University wants to ensure it receives the absolute lowest bid on all actual items/services being purchased. Therefore, effective immediately, without exception all bidders must show the shipping costs (freight) as a separate line item on the bid proposal and invoices. If shipping costs are being included in the product unit cost, deduct the amount added for shipping and break it out as a separate line item. Freight terms to be FOB Destination.

INSTALLATION: (as applicable)

- 1. Installation services must be provided; the bidder shall list installation costs as a separate line item on their bid, including all labor and materials necessary to complete the installation.
- 2. The supplier shall be responsible for any damage to the facility incurred during installation. Building repairs will be done by University personnel and/or University approved personnel. Supplier will be billed on a time and material basis to fix any damage resulting from the installation of the equipment.

DELIVERY:

- Delivery shall be made to the School of Computing and Engineering Robert W. Plaster Free Enterprise and Research Center (attached to Flarsheim Hall), 801 E. 51st Street, Kansas City, MO 64110. Delivery truck must contain a lift gate, as there is NO DOCK available at this location. Inside Delivery and set up is required. There will be an elevator available for install purposes.
- 2. Protect all items during transit, delivery storage & handling to prevent damage & soiling.
- 3. Deliver products to site and locate in finished areas of the building under environmental control as directed. All responsibility shall rest with the supplier for any damage, soiling that results in less than final acceptance. All items delivered to the site shall be covered & protected from dust particles and airborne contaminants as needed due to ongoing construction activities. Such items as may be lost or damaged shall immediately be replaced or repaired to a new condition to the complete satisfaction of and at no additional cost to the Owner.
- 4. Each piece or item shall be properly packed and protected to prevent damage in transit and handling. Every precaution shall be taken to protect and prevent damage.
- 5. Delivery/ Installation Schedule: Delivery and installation shall take place between June 9 June 29, 2020 during normal business hours. Exact delivery date shall be determined after contract award and coordinated with the UMKC Project Manager. All installations will be coordinated with Angel Jenkins, Project Manager 816-394-8500 or ienkinsad@umkc.edu.

WARRANTIES

1. Submit written agreement in manufacturer's standard form signed by the manufacturer and installing Contractor if different from the manufacturer. Warranty shall agree to repair or replace any product found to have a manufacturing defect within five years after the date of acceptance. Such work to be performed to the satisfaction of and at no additional cost to the Owner.

INSURANCE:

Bidders **MUST** include Certificate of Insurance as a part of their bid-response.

If the bidder has provided a bid including installation, and installation is determined to be necessary by the University, the following insurance requirements must be met BEFORE the Contractor will be allowed on University premises to install the equipment.

1. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- XI:

Coverage	Minimum Limits
Workers Compensation	Statutory
Employers Liability	\$500,000
Auto Liability	\$1,000,000 Combined Single Limit, Per Occurrence
(To included Owned, Hired, and	and \$3,000,000 Aggregate
Non-owned)	
Commercial General Liability	\$1,000,000 Combined Single Limit, Per Occurrence
(Commercial Form MUST include:	and \$3,000,000 Aggregate
Premises & Operations, Contractual,	
and Products/completed Operations	
Exposure)	
Occurrence coverage is required.	

- 2. The Curators of the University of Missouri, its officers, employees and agents are to be <u>Additional Insured</u> with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to the policy.
- 3. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for bids for such contract.
- 4. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.
- 5. The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

INDEMNIFICATION:

- 1. The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.
- 2. The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from

time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

PREVAILING WAGE

1. All Bidders must comply with the State of Missouri and University of Missouri Prevailing Wage Law Rules. A complete listing of guidelines, policies, and wage rates for select counties may be found on the University of Missouri website as outlined below.

Prevailing Wage Labor Compliance

https://www.umsystem.edu/ums/fa/facilities/prevailing wage labor compliance

Current Wage Rages for Selected Counties

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

PAYMENT:

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as a net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

DETAILED SPECIFICATIONS:

Project Summary

The Project consists of new furnishings, fixtures, and equipment for the school of Computing and Engineering Robert W. Plaster Free Enterprise and Research Center located at 801 E. 51st Street Kansas City, MO 64110 on the University of Missouri – Kansas City Campus.

The furniture specifications are provided to show and define essential minimum standards as to quality of product, construction, finish and design intent. It is expected that each Supplier/ Dealer will submit equal or better product solutions where applicable to creatively meet the program.

It shall be the bidder's responsibility to properly count or list, and to be responsible for furnishing all items required. Please note quantities shown in the bid sheet are for reference only and shall be validated/ coordinated with the drawings provided to ensure all items are provided to ensure all items are accounted for.

Work Covered By Contract Documents

The Work of the Project is defined by the Contract Documents and consists of the following: The Work consists of providing all materials, labor, equipment, and services to perform all work as outlined in the Furniture Plans and Furniture Specifications.

Work Restrictions

Nonsmoking Building and Site: Smoking is not permitted within the building on floors that have been closed in, or anywhere within the campus that are outside the construction boundaries.

Controlled Substances: Use of controlled substances on Owner's property is not permitted.

Quality Assurance

Qualification of Manufacturer: Firms specializing in the manufacture of commercial interior/ exterior office furniture with a minimum of five years experience in the manufacturing of furniture of the type required for this project.

Qualification of Installers: Installation shall be performed by Installer capable of providing evidence of satisfactory execution of a minimum of 5 projects of similar size and scope acceptable to the Architect.

Provide furnishings as specified herein which are complete assemblies or items by one manufacturer for each item required including: hardware, accessories, bases & fasteners.

Submittals

Product Data: Submit manufacturer's detailed product data, materials & installation instructions. Include cut sheets or images clearly indicating all items to be supplied, complete catalog numbers, written descriptions indicating options & finishes proposed.

Bid Tab Form: (Attachment C) must be provided with response.

Samples: Submit the following samples: All samples shall be labeled identifying the sample to the item or the part of the item and the use for which it is proposed.

All Selected Finishes:

Veneer, plastics, metal, edge profiles, pulls/ hardware, and metal components with factory baked enamel or painted finishes and colors.

All Selected Fabric Types and Colors:

Include labels indicating the manufacturer, color, and content.

Shop & Installation Drawings: Provide shop & installation drawings for all custom made or non-standard products before fabrication.

Maintenance Instructions: Provide complete written instructions for normal maintenance of all finishes incorporated in the work as well as installation and adjustment procedures.

General Product Requirements

Refer to Furniture Specification for product requirements.

PART 3 - EXECUTION

Inspection

Inspection: Prior to installation of work of this section, verify with the Owner that the construction activities are complete where installation of furniture may commence. In the event of discrepancy, immediately notify the Owner. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

Access to Site

Do not unreasonably encumber site with materials or equipment, and do not load structure with weight that will endanger structure. Storage of any materials or equipment shall be coordinated with Owner/Facility prior to delivery on site. Materials shall be delivered to site on an as needed basis.

Assume full responsibility for protection and safekeeping of products stored on Site. Obtain and pay for use of additional storage or work areas needed for operations.

Driveways, Walkways and Entrances: Keep driveways, walkways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Schedule deliveries to minimize use of driveways and entrances by construction operations.

Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Site access: Access to the site for deliveries and operations shall be coordinated with Owner and shall be per all local and state requirements.

Any damage to the site or building by the furniture installers shall be the furniture installer's responsibility to repair.

Installation

Installation Procedures: Install according to manufacturer's standard instructions in locations indicated. Install all necessary hardware & accessories in place for complete installation.

Clean and inspect all furniture to ensure that the installation is complete and that the furniture is free of defects and ready for use. Repair all defects or replace damaged components to the satisfaction of the Owner.

Installer shall be responsible for discarding all packaging and installation waste and cleaning up any debris.

Please note some furnishing will be installed in the building's Clean Room Suite. Installers will be required to comply with the Contractor's procedures for installation which may include gowning and additional cleaning procedures.

Upon completion of the installation, leave the area(s) in a neat and clean condition to the satisfaction of the Owner. Protect work from damage until accepted.

The Supplier/Dealer shall coordinate manufacturing and shipping to ensure that the product arrives at the site properly tagged and in the correct sequence for expedient installation.

A representative of seller and/or dealer is to attend site meetings as required to insure a quality installation.

Layout and chalking of all tables or desks may be required to facilitate electrical, telephone and data placements.

The Supplier/Dealer shall perform punch list of completed furniture installation and provide to Architect for review.

Post Installation: The Supplier/Dealer will provide after installation service to facilitate punch list completion and correct all noted punch list items in a timely fashion.

BID FORM

Pricing Pages

The prices on the attached pricing sheets must include all costs as stated in the specifications. Bidders shall submit firm fixed prices without caveats, conditions or qualifications. The successful Contractor will invoice and the University will pay only the amount offered in this bid. Surcharges, fees or any additional costs not covered in this bid are deemed non-applicable and will not be paid. In the event of a discrepancy between the unit prices quoted on the attached sheets and the total cost, the unit price shall govern. It is understood and agreed that all prices given herein include all taxes payable by virtue of the furnishing and delivery of the item(s) included within the bid

Pricing Pages may be found at the University of Missouri Procurement Web-Site (http://www.umsystem.edu/ums/fa/procurement/bids), under 20-6007-LL-K UMKC FF&E Furnishings.