REQUEST FOR BID

FOR

FURNISHING AND DELIVERY

OF

DOSIMETRY BADGES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

UNIVERSITY OF MISSOURI SYSTEM

RFP# 21021

DUE DATE:  SEPTEMBER 10, 2020

TIME: 2:00 P.M. CT

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Wade A. Jadwin
Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65201

Date Issued:  August 25, 2020
NOTICE TO RESPONDENTS

The University of Missouri requests bids for the Furnishing and Delivery of **DOSIMETRY BADGES - RFP#21021**, which will be received by the undersigned at University of Missouri Procurement, until September 10, 2020 at 2:00 P.M. CT. **The University assumes no responsibility for any vendor’s on-time receipt at the designated location for bid opening. Faxed or emailed responses will not be considered.**

Specifications and the conditions of Request for Bid together with the printed form on which Request for Bids must be made may be obtained by accessing the following website: [http://www.umsystem.edu/ums/fa/procurement/bids](http://www.umsystem.edu/ums/fa/procurement/bids) or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFB 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 RFB shall be the prevailing document.

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

Wade A. Jadwin  
University of Missouri Procurement  
1201 North State Street – Suite G5C  
Rolla, Missouri 65409  
jadwinw@mst.edu

**All questions regarding the RFB must be received no later than 2:00 P.M. CT on September 3, 2020.**

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

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THE CURATORS OF THE UNIVERSITY OF MISSOURI  
Prepared by:  
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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 bidder response forms.

2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.

4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, 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 RFB (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 bid 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 Contract or 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.

B. **Instructions to Respondents**

1. **Request for Bid (RFB) Document:** Respondents are expected to examine the complete RFB 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 RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

   Any and all communications from Respondents regarding specifications, requirements, competitive Request for Bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received.

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

2. **Preparation of Request for Proposals:** All Request for Proposals 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 Bid #21021 DOSIMETRY BADGES, mailed and/or delivered to UM Procurement, 1201 North State Street –Suite G5C, Rolla, MO 65409, ATTN: Wade A. Jadwin.

   To receive consideration, Request for Proposals must be received, at the above address, prior to the Bid due date and time stated in this RFB. 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 RFB, all specifications and requirements constitute minimum requirements. All Requests for Proposals 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 RFB 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 RFB 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 Bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. 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 Bid 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 Proposals: 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 bid certifies that the Respondent has read and fully understands all RFB specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the 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 bid 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 RFB 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 "Bid Modification" and clearly identifying the RFB title, RFB number and closing date and time. Proposals may not be
modified after the RFB 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 RFB closing. Proposals may be withdrawn in person before the RFB 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 RFB 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 RFB and whose bid 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 Respondent's 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 Proposals, Specifications and Addenda, Exhibits, Request for Bid 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 RFB, (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 RFB, 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.
UNIVERSITY OF MISSOURI
SPECIAL CONDITIONS

University of Missouri Procurement is requesting bids for DOSIMETRY BADGES for University of Missouri - System.

AWARD:

The award will be based on lowest price and meeting specifications listed below.

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 four (4) one (1) year renewal options. The contract will begin on the day of award and last until June 30, 2021. The contract term for the remaining years will be from July 1st – June 30th. 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.

INSURANCE:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
COMMERCIAL GENERAL LIABILITY

Contractor agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

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

BUSINESS AUTO LIABILITY

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

WORKERS’ COMPENSATION & EMPLOYERS LIABILITY

Contractor agrees to maintain Workers’ Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $500,000 each accident, disease each employee and disease policy limit.

DATA BREACH

Refer to Risk & Insurance Management for review, but at a minimum for low risk contracts only:

If capturing, transmitting or access to PII, PHI or PCI then coverage must also include Data Breach coverage of $1,000,000 per occurrence.

CONTRACT LANGUAGE

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

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

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.
BID SPECIFICATIONS
SOLICITATION FOR RADIATION DOSIMETRY PROGRAM
PERSONNEL AND ENVIRONMENTAL

This bid solicitation is for the purchase of a personnel and environmental radiation dosimetry service by means of film badges, albedo detectors, polycarbonate detectors, thermoluminescence dosimeters (TLD), optically stimulated luminescence dosimeters (OSL), or other appropriate detectors to be supplied to the University of Missouri.

THE SUCCESSFUL VENDOR SHALL:

**The University of Missouri expects a high level of customer service. The awarded supplier must acknowledge the importance of providing superior customer service to the University.**

Have established a reputation in the personnel dosimetry field for quality service and shall have been in business for at least one year, be able to demonstrate financial responsibility and shall furnish with the bid three adequate credit references.

Include with the bid evidence of accurate work, which has been demonstrated by impartial test and certification by the National Voluntary Laboratory Accreditation Program (NVLAP) in all eight (8) categories for each dosimetry system being provided.

Include with the quotation a copy of their current brochures, as well as a sample of each type of report form (hard copy and electronic format to supplement the hard copy report), plus description of format.

Include with this quotation the name of the radiation or health physicist responsible for the technical caliber of the work performed; such person must be qualified in the fields of radiation measurement and monitoring, as demonstrated by certification by the American Board of Health Physics, and must be permanently employed on a full-time basis in this capacity with the vendor.

Maintain archive copies of reports, retrievable in a timely manner upon request, in fireproof, climate-controlled environment for not less than 30 years or until the NRC specified adequate storage time.

BADGE SPECIFICATIONS

The successful vendor shall provide:

Description and samples of the radiation dosimeters and holders for evaluation of the suitability, durability and ease of handling; dosimeters shall be capable of withstanding normal wear during monitoring period and any reusable holders shall be capable of withstanding normal use for at least a year.
Personnel dosimeters identified by alternating wear date colors and with:

(a) Name of User
(b) Name of Facility
(c) Name of Series/Department
(d) Unique Participant Number
(e) Beginning Date for Wear Period
(f) Customer Account Number
(g) Location of Body Badge to be Worn

Personnel dosimeters based on:

(a) Film that –
   - utilize Kodak Type 2 or equivalent emulsion film for x-ray, beta and gamma radiation;
   - are in hermetically sealed packets to minimize fading and damage from humidity and/or misuse
   - utilize a track-etch method for neutron radiation

(b) TLD that –
   - utilize a minimum of three LiF 100 chips
   - are capable of measuring x-ray, beta and gamma radiation
   - have holders with laser-etch identification to prevent fading, peeling and smearing
   - utilize a track-etch method for neutron radiation; and/or

(c) OSL that –
   - are capable of measuring x-ray, beta and gamma radiation;
   - have holders w/ written identification to prevent fading, peeling and smearing; and
   - utilize track-etch method for neutron radiation

Environmental dosimeters that:

(a) are able to withstand the variety of environmental challenges associated with Missouri weather conditions and still be sensitive and accurate for measuring very low levels of radiation exposure
(b) have labels marked so information regarding the identification will not wash off or fall off during exposure period
(c) shall meet and uphold to all applicable national standards for “performance, testing, and procedural specifications for the use of thermoluminescence dosimetry (environmental applications)”

Dosimeter specifications:

(a) Minimum Dose Reported –
   - Gamma, x-ray: 1.0 mrem and/or 10.0 mrem
   - Energetic beta: 10.0 mrem
   - Fast neutron: 20.0 mrem
   - Thermal neutron: 10.0 mrem
- Fetal badge: 1.0 mrem

(b) (Detectable) or Ranges of Detection –
- High and low energy gamma, x-ray: 1.0 mrem to 1,000 rad
- Beta over 1 MeV: 10.0 mrem to 1,000 rad
- Low energy beta: energy conversion available

(c) Minimum Detectable Energies –
- Gamma, x-ray: 5 keV
- Beta: 150 keV

(d) Precision within +/- 1.0 mrem

(e) Neutron measurements –

**Fast neutrons: CR-39, chemical etching:**
- Minimum reporting dose of 20 mrem
- Detectable energy range 40 keV – MeV

(f) Wear or exposure dates -
- Whole body, Collar, Ring badges – monthly, bimonthly, and/or quarterly
- Wrist badges - monthly, bimonthly, and/or quarterly
- Environmental badges – quarterly

Option of utilizing bar codes to determine absentee badges. The successful vendor will provide (via an online portal) access to data that includes the date that returned badges are processed by the vendor.

**SERVICE**

The vendor must have available coding methods for the unique identification of dosimeters assigned to individuals, and for designating groups of individuals within a given account number. This method shall be capable of allowing for greater than 5000 on these unique, individual identifications, and for greater than 500 groups per a given account number.

The vendor shall make shipment in order that the University has the dosimeters in hand at least ten (10) days prior to the first date of use.

Average reporting time shall be ten (10) working days.

Wrist badge report data shall include deep and shallow dose components.

The Webster equation shall be applied (when requested) when two dosimeters are worn, one at the collar outside a lead apron and one at the waist below a lead apron.
The vendor shall supply adequate shipping cartons and return labels in order that the University may return the dosimeters with minimum difficulty.

The vendor shall package monthly and quarterly dosimeters separately for ease of distribution. Control badge shall be provided with each shipment including controls with each group or series to ensure detection of exposure during shipment or storage.

The vendor will contact the University regarding single badge value or accumulated total dose by telephone or email at levels specified by each subdivision of the University.

The vendor shall maintain emergency processing capabilities and facilities, and specify contact for it on a 24-hour basis, with results available within 24 hours of receipt of dosimeter. Delivery of dosimeters for emergency processing shall be specified by the vendor regarding shipment and notification of shipment.

In regard to 10 CFR 20 regulations, the vendor must provide:

(a) A fetal monitoring program
(b) Capability to process planned special exposures;
(c) Capability to calculate and store Committed Dose Equivalent and Committed Effective Dose Equivalent data for internal dose Assessments;
(d) Capability to maintain separate totals for deep, lens and shallow doses for external dose assessment; allow for multiple dosimeter use to arrive at a single effective deep dose according to the University’s regulatory guidance; allow for explicit entry and designation of calculated and estimated doses;
(e) Capability to sum internal and external doses to derive Total Occupational Dose Equivalent and Total Effective Dose Equivalent and Total Effective Dose Equivalent data;
(f) Options for different University defined periods for badge use; and
(g) NRC report forms #4 and #5 in paper copy and/or electronically.

The vendor must be capable of providing a multiple employer exposure report identifying individuals issued the vendor’s dosimetry at more than one place of occupational exposure.

The vendor must be capable of providing a dedicated customer service representative to handle the University’s account.

Prices must include all shipping, packaging and related expenses (including expedited shipping).

Allow University of Missouri Radiation Safety staff to tour and assess vendor facility to assurance quality of vendor product and equipment.

PACKING LIST

Each shipment to the University shall include a packing list, listing all participants and controls included in the shipments. This list will also be available digitally via a web portal.

The packing list can be used to add or delete participants from the service.
COMPUTER ACCESS
The successful vendor must provide reasonably rapid and versatile access to the vendor’s radiation dosimetry database through the use of a computer. With this access, the University must be able to add, browse, delete, change and reactivate prior users. Also necessary is the ability to add previous exposure history; access to spare badge assignments, termination summaries, ALARA reporting; and capability to download exposure reports and 18 month exposure history browses by user. Vendor must also include bar code scanning option by computer for instant identification of missing badges.

ADDITIONAL SOFTWARE CHARGES
 Initial software setup fee for all current participants
 Set up for new participants is included in price
 Set up for new dosimetry group is included in price
 Bar code scanning setup and support is included in price
 Please itemize any additional charges that apply for the service provided

SUBDIVISIONS OF THE UNIVERSITY INVOLVED IN CONTRACT
Several subdivisions of the University of Missouri are involved, and it is required of the vendor that billing and reporting be separated according to the following schedule and anticipated number of dosimeters:

1. Radiation Safety Office
University of Missouri-Columbia
180 General Services Building
900 E. Stadium Blvd.
Columbia, MO 65211
Attn: Cade Register

(a) β & γ Badges 300 – 400 monthly, 950 – 1050 quarterly
(b) Finger Rings 75 – 125 monthly, 75 – 125 quarterly
(c) Environmental Badges (β & γ) 5 – 15 monthly, 5 – 15 quarterly

2. Research Reactor Center
University of Missouri-Columbia
Research Park
Columbia, MO 65211
Attn: John P. Ernst (Ronald J. Dobey, Jr.), CHP

(a) Neutron Monitors (with β & γ) 170 – 200 monthly
(b) β & γ Badges 130 – 180 monthly
(c) Finger Rings 240 – 300 monthly

RFB#21021 – Dosimetry Badges
(d) Wrist Badges 70 – 90 (20 – 40) monthly
(e) Environmental Badges (β & γ) 40 – 50 quarterly

3. Environmental Health and Safety
Missouri University of Science and Technology
1201 North State Street – Suite 108
Rolla, MO 65409-0110
Attn: Michelle Bresnahan

(a) Neutron Badges (with β & γ) 5 – 10 monthly, 5 – 10 bimonthly
(b) β & γ Badges 100 – 200 monthly
(c) Finger Rings 20 – 30 monthly, 1 – 5 bimonthly
(d) Environmental Badges (β & γ) 5 – 10 monthly

4. University of Missouri-Kansas City
Environmental Health & Safety
4747 Troost Avenue
Kansas City, MO 67110
Attn: Mary Donahue

(a) β & γ Badges 30 - 50 quarterly
(b) Finger Rings 20 - 40 quarterly

5. Environmental Health & Safety
University of Missouri-St. Louis
1 University Blvd. (102PTB)
St. Louis, MO 63121
Attn: Steven D. Struck

(a) β & γ Badges 40 - 50 quarterly
(b) Finger Rings 35 - 45 quarterly

Original and duplicate reports and a diskette (an electronic copy) of dosimetry results are to be mailed (and electronically submitted) to the respective subdivision office. Option to obtain a packing list diskette should be available.
### PRICING INFORMATION

#### BADGE CHARGES

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>Bi-monthly</th>
<th>Quarterly</th>
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<tbody>
<tr>
<td><strong>Whole Body Badges</strong></td>
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<tr>
<td>Beta &amp; Gamma Only</td>
<td>Film Badge</td>
<td>TLD</td>
<td>OSD</td>
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<tr>
<td>Beta, Gamma &amp; Neutrons (thermal &amp; fast neutrons)</td>
<td>Film Badge</td>
<td>TLD</td>
<td>OSD</td>
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<td><strong>Ring Badges</strong></td>
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<td>OSD</td>
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<td>OSD</td>
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<tr>
<td><strong>Packing List on Diskette</strong></td>
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<tr>
<td>Monthly/Quarterly Dosimetry Dose Report by Dosimetry Group - (Participant number, name, SS#, and date of birth---for University record only)</td>
<td>$ price per month/quarter</td>
<td></td>
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<tr>
<td>Duplicate of Monthly/Quarterly Dose Report by Dosimetry Group (Participant number only/for posting)</td>
<td>$ price per month/quarter</td>
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<tr>
<td>Records Transmission in Standard Digital Format</td>
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### ADDITIONAL SOFTWARE CHARGES

<table>
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<td>Set up fee for new dosimetry group</td>
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<tr>
<td>Bar code scanning setup and support</td>
</tr>
<tr>
<td>Please itemize any additional charges that apply for the service provided</td>
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</table>

### PLEASE ITEMIZE BELOW ANY ADDITIONAL CHARGES THAT APPLY FOR THE SERVICE PROVIDED

<table>
<thead>
<tr>
<th><strong>ADDITIONAL SERVICE</strong></th>
<th><strong>PRICE</strong></th>
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Pricing must be all-inclusive including, but limited to, shipping and delivery costs.
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.
BID FORM

(Name of firm or individual bidding)

REQUEST FOR BIDS

FOR

FURNISHING AND DELIVERY

OF

DOSIMETRY BADGES

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI SYSTEM

RFB# 21021

OPENING DATE: SEPTEMBER 10, 2020

TIME: 2:00 p.m. CT
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.

### AUTHORIZED RESPONDENT REPRESENTATION

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
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</table>

Company Name

Mailing Address

City, State, Zip

Phone No.  

Federal Employer ID No.

Fax No.  

E-Mail Address

Number of calendar days delivery after receipt of order: _____________________________  

Payment Terms: ______________________  
Note: Net 30 is default. Early pay discounts encouraged.

Select Payment Method:  

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<tr>
<th>SUA</th>
<th>ACH</th>
<th>Check</th>
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<tr>
<td>Circle one: Individual Partnership Corporation</td>
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</table>

If a corporation, incorporated under the laws of the State of__________

Licensed to do business in the State of Missouri? ____yes ____no

Maintain a regular place of business in the State of Missouri? ____yes ____no

This signature sheet must be returned with your bid.
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.

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>% of Contract</th>
<th>Specify Direct or Indirect</th>
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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:

RFB#21021 – Dosimetry Badges
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.

__________________________________________  Date: ________________
Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: __________________________________________  Date: ________________