



University of Missouri (UM) Procurement

BID REQUEST NO.: 21140

**TITLE: PERSONAL PROTECTIVE GARMENTS
AND SURGICAL TOWELS**

ISSUE DATE: JUNE 2, 2021

SOURCING CONTACT: AMANDA LORENTZEN

PHONE NO.: 573-884-8695

E-MAIL: AMWYT7@UMSYSTEM.EDU

BID DUE DATE: JUNE 17, 2021 AT 2:00 PM CST

MAILING INSTRUCTIONS: Print or type Bid Request No. and Due Date on the envelope. Bids are to be contained in a sealed envelope and mailed or hand delivered to the address below by the due date and time noted above. **FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED.** **The University assumes no responsibility for any bidder's on-time receipt at the designated location for bid opening.**

**RETURN BID TO: University of Missouri Procurement
Attention: Amanda Lorentzen, Strategic Sourcing Specialist
2910 LeMone Industrial Boulevard
Columbia, MO 65201**

OR Bids must be submitted in a PDF format electronically via email to AMWYT7@umsystem.edu with the subject line labeled and identified as RFB #21140. Please allow transmittal time to ensure your bid is received no later than the time stated above. **The University assumes no responsibility for any bidder's on-time receipt of their bid response.**

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. 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.

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

AMANDA LORENTZEN, STRATEGIC SOURCING SPECIALIST
University of Missouri Procurement
2910 LeMone Industrial Blvd.
Columbia, MO 65201
Amwyt7@umsystem.edu

All questions regarding the RFB must be received no later than Tuesday, June 8, 2021 at 2:00 PM CST.

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

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
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: SUA ACH Check			
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			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your bid.

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 regarding 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, they 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 herein 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 supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by the University.
- 6.** 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.
- 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.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 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 supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14.** Supplier 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. Supplier 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 time and materials are a portion of this bid, the University reserves the right to audit supplier'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 UM Procurement immediately in writing.
- 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.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder 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).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid 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 Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier 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.
- 29.** 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. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, 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.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
- NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.
- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** 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 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. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. 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. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder 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 supplier by such entities, nor will the University be responsible for contract administration other institutions.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. Scope of Contract

Bids are requested for the Furnishing and Delivery to the University of Missouri-Kansas City, School of Dentistry, on a rental basis, the items listed on the following pages. Successful bidder will be expected to furnish, maintain, launder and deliver these items as requested by the University. Additionally, contractor will be requested to provide appropriate laundry carts or racks for both clean and soiled garments. All costs related to said furnishing, maintaining, laundering, and delivery shall be included in the contractor's bid price.

2. Delivery

The orders for Laundry Service will be made as needed, and shall remain in effect for the period specified or so long as the quality of the product and service remain satisfactory. After the award of the bid, the decision of the University as to the quality of the product and service rendered shall be conclusive and binding upon both parties. The University reserves the right to cancel the contract upon giving thirty (30) days written notice, if the service does not remain satisfactory.

All items must be delivered Full Freight Allowed, F.O.B. inside the University of Missouri-Kansas City, Kansas City, Missouri to a first floor location. The University reserves the right to request delivery to University buildings located in the metropolitan Kansas City area.

The quantity of each item to be delivered shall be specified by the University of Missouri-Kansas City, Kansas City, Missouri, designated representative. The University will be responsible only for items which the contractor has been requested to deliver by the authorized University representative.

The University reserves the right to return at the bidder's expense, items failing to meet specifications or which are not comparable to the samples furnished by the bidder, for a period of forty-eight (48) hours after receipt of each per week, Monday thru Friday. The University reserves the right to request emergency deliveries when required.

3. Payment

All bids are to be submitted on the basis of payment by the University's check or credit card. Payment terms are Net 30 after completion of delivery and acceptance by the University, or the items required to be furnished and delivered at the various items by the successful bidder. Acceptance of the items shall be certified by the University of Missouri- Kansas City, Kansas City, Missouri. The contractor will make application for payment by furnishing the University with an original invoice setting forth the quantity and total value of each delivery. 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 items, claims, damages, or to pay for correction of amounts of items furnished hereunder.

Invoices properly prepared and executed by the Contractor are to be sent to The School of Dentistry, University of Missouri-Kansas City, Attn: Maryjane Bruning, 650 East 25th Street, Kansas City, MO, 64108-2784.

The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of failure or performance of its contract by contractor.

The contractor shall furnish with each delivery, a copy of the above mentioned invoice with unit prices. Invoices will state the exact number of garments delivered for a given time period for the charges stated.

Garments will be counted on the premises by the contractor, at the time of pickup and a copy of that count left with the department.

4. **Contract Period**

The contract shall be for three (3) years; July 1, 2021 through June 30, 2024 and are subject to the right of the University to terminate the contract upon giving contractor thirty (30) days advanced notice, in writing, of its intent.

5. **Questions** The last day to submit questions for this bid is June 8, 2021 at 2:00 p.m. CT. Please do not submit your questions to the department. All questions should be sent to Amanda Lorentzen at AMWYT7@UMSYSTEM.EDU.

6. **General Insurance Specifications (Low Risk)**

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 University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

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 and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

7. Requirements

7.1 General

The successful bidder will be required to furnish all necessary containers for soiled and clean laundry.

The quantities indicated on the following pages are for informational purposes only. The University will not be required to rent or request laundry services in the amounts listed. The actual amounts may be more than or less than the amounts indicated, however, contractor shall rent and provide laundry service at the price quoted on the bid form, regardless of whether the quantities are more than or less than the quantities indicated.

It is estimated that the University will require 550 garments per day (400 x-large white ties, 100 xx-large

green ties, 50 Gown isolation barrier – Color Yellow), 5 days per week, 48 weeks per year. We also require a stock of 250 surgical towels, with a usage of approximately 50 per day.

The garments need to be clean (no stains), dry (including the cuffs), not wrinkled, not torn, the ties not tied in knots. The towels cannot be wrinkled or stained. We need 25 red bags delivered a day for the soiled garments, 9 “Z” racks, 10 hanger racks (when 1 is picked up supplier needs to deliver another one) and 20 red bag holders

Delivery must be no later than 7:00 a.m. We are a health care facility and the garments and towels are used during patient treatment need to look professional

Garments must be delivered on hangers, bagged by size. **Folded garments will not be acceptable. Towels are to be delivered folded.**

Ownership of the various laundry items required to be furnished by the contractor shall be retained by the contractor and the University accepts no responsibility for any damage done to the garments.

Laundry of rental items. All laundry work shall be first class in all respects and acceptable to the University. It shall be the responsibility of the contractor to make necessary repairs, at no expense to the University, to the rental items and to replace, at no expense to the University, any rental items which are worn out or damaged beyond repair. The contractor must see that the rental items are kept in a presentable condition suitable to the University.

All items are to be furnished on a “bulk service” basis whereby it shall be the contractor’s responsibility to keep on hand at various units, an adequate supply consistent with the needs. **The University requires a minimum of one (1) days inventory on hand for garments and five (5) days inventory on hand for towels, however, the University will pay only for actual items used. Bids submitted based on payment for inventories on the premises will not be considered.**

Loss due to inventory shrinkage. Contractor shall at all times maintain a record of garments delivered to, and pickup up from the University. Contractor shall periodically consolidate these records in order to present an accurate “book inventory” of garments in the University’s control. In the event that the actual inventory varies from the book inventory, the University’ will reimburse contractor for loss at the rate indicated on contractor’s bid form.

Turnaround requirement. Contractor shall provide laundry and exchange service on a same day or next day basis. Emergency service to be provided within a two (2) hour period from the time of emergency request. Bidders failing to meet this turnaround schedule may be deemed non-responsive.

7.2 Type of Garments Furnished

Blue Personal Protective Gowns - The garment shall be fluid resistant 100% polyester outer shell with cotton inner shell. It shall be a tie in the back (2 ties) smock style, protecting to approximately 6 inches above the knees. Sleeves shall have ribbed cuffs. **To be Med-Line #6636 BLC or UMKC Dental School Approved Equal.**

Yellow Personal Protective Gown - Fluid-repellant 100% polyester isolation gown is AAMI Rated Level 1. Overlap back, twill tie neck and back waist closures. White polyester knit cuffs.

- **To be Medline Part #MDT011207 - GOWN, ISOLATION, BLOCKADE, YELLOW, OSFM or UMKC Dental School Approved Equal.**

Surgical Towels - The towel shall be either Green or Blue in color, no other colors are acceptable, approximately 26" x 16" in size, and constructed of cotton or (mostly) cotton blend.

7.3 OSHA Compliance

Garments furnished shall at all times be in compliance with appropriate OSHA standards for employee protection in medical treatment facilities, as outlined in Part 1910 of Title 29 CAR Subpart Z, Section 1010.1030 "Blood Born Pathogens" Federal Register Vol 56, No. 235, dated December 6, 1991 and/or upon the effective date of subsequent revisions of this standard published for implementation in the Federal Register. By delivery of garments contractor certifies that appropriate quality control sampling has taken place consistent with generally accepted practice to determine that they are clean, free of infectious organisms, and that they retain adequate fluid resistance.

In addition to the above, by acceptance of soiled garments, contractor certified that it is "OSHA compliant" (follows universal precautions) with regards to handling garments by its employees at pickup, in transit, and at its plant. The University assumes no liability for improper handling of garments.

Contractors must be in compliance with any and all regulations regarding laundering medical garments (i.e. inherently fluid resistant gowns) and provide a copy of its Exposure Control guidelines.

8. Samples

If bidder is bidding on other than the brand specified, please furnish one (1) sample of each size of the garments proposed. No samples will be paid for by the University. Each sample will be tested and the product furnished under this contract shall be equal to or better than the sample under the same test, and shall satisfy these specifications.

9. Time of Performance

Time is declared to be essential in the performance of the contract to be awarded hereunder. Bidders shall set forth in their bid the number of days in which their contract will be fully completed in strict accordance with the specifications. An early delivery date is desired and bids setting a delivery date in excess of SIXTY (60) DAYS from date of purchase order may not be considered. If the bidder does not set forth a date of completion in their bid, their bid MAY BE REJECTED.

10. Price Adjustments and Other Information

Prices will remain firm for the first year of the contract. Thereafter, contractors may increase prices by no more than the maximum amount stated in their bid. The University will consider the maximum increase stated in contractor's bid for years two and three, when calculating the cost of the contractor's bid.

In addition, supplier will be allowed to increase pricing due to any change in state, local or federal law or ruling which materially changes performance under this contract. Further, significant price changes, up or down, in major utility, transportation or raw materials (in excess of 5%) may be passed on to the extent of their documented effect on the cost of services provided to the University. Contractor shall document the above changes to the University prior to putting them in effect by furnishing appropriate information such as overhead calculations and Third (3rd) Party invoices.

Maximum % price increase year two (2) (2022-2023) _____%

Maximum % price increase year three (3) (2023-2024) _____%

State Mfg. and Style garment proposed _____

State Mfg. and Style towel proposed _____

State # of days for first delivery after receipt of order: _____

In submitting this bid, it is agreed that it may not be withdrawn for the period of days provided in the contract documents and it is understood that the right is reserved by the University to waive informalities and to reject any and all bids.

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 this bid.

Attached hereto and made a part of this bid is all the information required by or requested in the contract documents.

STATE ANY
EXCEPTIONS

Pricing Quote Sheet

Description of Item	Quantity	Unit Price	Total Price
Blue Personal Protective Gowns – Per Day (550 per day – Monday thru Friday = 2750)	550		
Surgical Towels – (50 per day – Monday thru Friday = 250)	50		
Replacement Cost of Lost Garment	1		
Replacement Cost of Lost Surgical Towel	1		

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND 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 Minority 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 Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) 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 Minority 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.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

NOTE: 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

NOTE: 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

NOTE: 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.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

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.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

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.

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.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: 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.

MISSOURI FIRM: Yes No

NOTE: 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.

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 Form: _____

Title: _____ Date: _____