

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
***SCIENTIFIC, RESEARCH, HEALTHCARE, SAFETY, EDUCATIONAL AND
DISASTER PREPAREDNESS EQUIPMENT AND SUPPLIES***

FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR
THE UNIVERSITY OF MISSOURI – SYSTEM

RFP # S-021006

OPENING DATE: FEBRUARY 10, 2006

TIME: 2:00 PM, CST

Prepared by:

***David Silvey, Commodity Specialist
Procurement Services, 1105 Carrie
Francke Drive, Columbia Mo 65211***

Dated: January 4th, 2005

NOTICE TO BIDDERS

The University of Missouri–System requests proposals for Furnishing and Delivery of ***SCIENTIFIC, RESEARCH, HEALTHCARE, SAFETY, EDUCATIONAL AND DISASTER PREPAREDNESS EQUIPMENT AND SUPPLIES, RFP # S-021006***, which will be received by the undersigned at the Office of David Silvey, Commodity Specialist Procurement Services, 1105 Carrie Francke Drive, Columbia Mo 65211 until 2:00 p.m., CST, Feb 10th, 2006. Proposals will be opened and identified starting at 2:05 p.m., CST.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained from ***Procurement Services, 1105 Carrie Francke Drive, Columbia Mo 65211, 573-882-3201***.

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

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: ***David Silvey,***
Commodity Specialist
Procurement Services, 1105
Carrie Francke Drive,
Columbia Mo 65211

Dated: January 4th, 2006

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

A. GENERAL TERMS AND CONDITIONS

- 1. Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms. **Changes made to University of Missouri standard terms or inclusion of any additional vendor-supplied terms and conditions may be grounds for immediate dismissal of any/all associated proposal responses at the sole discretion of the University of Missouri.**
- 2. Governing Laws and Regulations:** Any contract issued as a result of this RFP 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 and can be obtained without additional cost. 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.

- 7. Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals as outlined in this RFP.

The University encourages M/WBE participation in contracts for goods and services by firms that are certified. The University accepts certifications provided by those entities identified on the page in this RFP titled Certifying M/WBE Agencies. This may either be by the primary supplier/contractor being a qualified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract do not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Bidders must indicate their certified MBE and WBE participation levels committed to this contract on the M/WBE Participation Form included in this RFP. The names and percent participation of each MBE and WBE should also be provided on this form.

The evaluation of proposals will include the proposed level of M/WBE participation (see evaluation of Proposals section). Five (5%) percent of the contract award criteria will be based on MBE and WBE participation. The University may consider the relative participation of the bidders in awarding

points. However, proposals with zero participation for MBEs and/or WBEs will receive none of the MBE or WBE points respectively.

The contractor/supplier shall provide annual reports or more frequently if requested, of the financial participation of M/WBEs. The report shall include the name(s) and address(es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization. The annual report shall also include separately, all second tier participation the contractor/supplier may have.

The University will monitor the contractor/supplier's compliance in meeting the M/WBE participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating M/WBEs are less than the amount committed to in the contract, the University may cancel the contract, suspend or debar the contractor/supplier from participating in future contracts, or retain payments to the contractor/supplier in an amount equal to the value of the M/WBE participation commitment less actual payments made to M/WBEs.

If a participating M/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor/supplier must obtain other certified M/WBEs to fulfill the M/WBE participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer of Procurement Services for any new M/WBE participants. This approval shall not be arbitrarily withheld. If the contractor/supplier cannot obtain a M/WBE replacement, the contractor/supplier must submit documentation to the Chief Procurement Officer detailing all efforts made to secure an M/WBE replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure the participation of M/WBEs and whether the contract will be amended to change the M/WBE participation commitment.

M/WBE entities which have been certified by non-Missouri, Out-of-State certification programs will only be considered after specific approval by the University of Missouri Chief Procurement Officer.

- 8. 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.

9. Appropriation: The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 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 written or verbal notice.

10. 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 Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, are 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.

11. 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.

- 12. Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractors and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified below:

Insurance

The Supplier shall provide insurance coverage as follows:

Coverage	Minimum Limits
Workers' Compensation Employers' Liability	Statutory \$500,000
Auto Liability (To include Owned, Hired, and Non-Owned coverage)*	\$2,000,000 Combined Single Limit, per Occurrence and \$5,000,000 Aggregate
Commercial General Liability Coverage (Comprehensive Form, MUST include Premises & Operations, Contractual, and Products/Completed Operations Exposure). Occurrence Base coverage is required.	\$2,000,000 Combined Single Limit, Per Occurrence \$5,000,000 Aggregate

* Required only if vehicles are to be operated on University premises during the contract period.

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. The University must receive at least 10 days advance notice in the event of policy cancellation or material change to 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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Contractor fails to maintain and keep in force the required insurance, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Contractor, any Subcontractor, or their employees in the performance of the contract.

Indemnification

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.

13. 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. Amount shall be solely determined by the University of Missouri and shall be of an amount required to cover any additional expenses incurred from vendors failure to completely fulfill their obligations under this contract, and may be required should contract be awarded to any vendor/s with whom the University of Missouri has not entered into a similar contract with, or any vendor with which the University cannot determine past business practices and history of actions in a similar contract with other customers. Determination for requiring surety shall be completely and solely determined by the University of Missouri.

B. INSTRUCTIONS TO RESPONDENTS

- 1. Request For Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

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

Preparation of Proposals: All proposals must be submitted, in **five (5) copies**, on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked:

"Proposal for Furnishing and Delivery of *SCIENTIFIC, RESEARCH, HEALTHCARE, SAFETY, EDUCATIONAL AND DISASTER PREPAREDNESS EQUIPMENT AND SUPPLIES* Request For Proposal #S-021006

and addressed, mailed and/or delivered to Procurement Services, 1105 Carrie Francke Drive, Columbia Mo 65211 ATTN: David Silvey, Commodity Specialist

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All 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 RFP 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 RFP 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 proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. 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 respondent 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.

- 2. Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. 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 proposal closing. Proposals may be withdrawn in person before the proposal 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 RFP 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, then 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.

- 3. 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 RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact David Silvey, Commodity Specialist in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

- 4. Contract Award and Assignment:** The successful respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Advertisement for Proposals, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid there under shall not be transferred, sublet, or assigned without the prior approval of the University.

- 5. 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.

- 6. Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 7. 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 RFP, (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.

- 8. Payment:** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. 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.
- 9. 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.

UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. **INTRODUCTION:**

The University of Missouri System is comprised of four (4) campuses located in Columbia, Rolla, Kansas City and St. Louis and one (1) Teaching Hospital located in Columbia. A School of Nursing, School of Medicine, Veterinary Teaching Hospital and Dental School are part of the system along with extensive research facilities. Other local or state-wide municipal and educational entities may also elect to utilize this contract if the successful vendor agrees to honor prices and terms for those entities which may include but not be limited to the State of Missouri, the Columbia Public School System, other localized or regional public school systems, Boone County Missouri Purchasing, City of Columbia Purchasing, Truman State College, Central Methodist College and any member of the Mid-Missouri Purchasing Cooperative.

The University System proposes to contract for the furnishing and delivering of Laboratory Supplies & Equipment, Glassware/Plasticware, Chemicals, Biotechnology, Life Science, Lab Safety, Healthcare and Disaster Preparedness Supplies and Equipment for the period from **July 1, 2006 through June 30, 2009 with an option to renew for seven (7) additional one (1) year terms, for a potential total contract period of ten (10) years.** The contract is to include all items in the respondents' current catalogue/s and price book/s for which the net unit price will be \$5,000.00 per item or less. In addition, all items in the Kimble price lists are to be included in the Scientific, Medical Supplies, Equipment, and Glassware/Plasticware categories. Estimated expenditures per calendar year across the four University of Missouri Campuses and Hospital alone equal \$5,000,000.00 at previous contract discounted prices.

The University reserves the right to award multiple categories, or the entire contract to more than one vendor if deemed to be in the best interest of the University. If discount factors are affected by virtue of a multiple award contract, respondents must clearly indicate this alternate pricing. Respondents may elect to maintain the same discount factors for single and/or multiple awards. If respondents choose to submit alternate pricing, it shall be expressed as a percentage up-charge applied equally to all discount factors. **A response is suggested for section 8.27**. If no response is provided it shall be assumed discount factors will be unaffected by multiple award.

EXEMPTIONS: Precious metals, specialty chemicals, blood bank sera, some hematology controls, RIA kits, enzymes, radio-isotopes, and any other items or supplies which are specifically covered by other contracts, or are identified (solely by the University of Missouri) as items that shall be ordered independently of this contract are excluded from this contract. In addition, other products and items not

specifically excluded above, or included below may or may not be deemed to be part of this contract. The offering of contract prices, or the inclusion of these items as part of a bidder's response shall not constitute inclusion into this contract. All such inclusion/exclusions shall be at the sole discretion of the University of Missouri.

Although the successful respondent/s shall be deemed the primary supplier for the products covered by the contract, the contract shall not be deemed exclusive. The University reserves the right to purchase similar products from other vendors to ensure the integrity of on-going research projects, if special needs exist, or for any reason it deems applicable. University of Missouri shall solely and exclusively determine appropriate contract purchase exceptions.

2. RENEWAL OF CONTRACT:

The University shall have the option to renew the contract for seven (7) additional terms of one (1) year each, under the existing terms and conditions, subject to changes in pricing as provided for in Paragraph 6 below. It shall be noted that the University of Missouri may cancel this contract in part or in whole at any time due to lack of available funding as solely determined by the University of Missouri or its' entities. The same shall apply to any third party public entity accessing this agreement with University permission. The University shall also retain the right to cancel this contract in its' entirety, or, cancel any portion of this contract at any time by giving 30 days written notice to the effected vendor/s.

Renewals shall occur and become effective July 1st of each subsequent year and extend the contract for one additional year. It shall be assumed each optional renewal period will be exercised by the University. No written notification of intent to renew is required to be provided by the University although notification letters may be submitted as a courtesy and for documentation purposes. Any successful vendor must notify the University by March 1st of any year of their desire to not accept a renewal of the contract for a one year renewal period.

3. PERFORMANCE:

The contractor's performance shall be closely monitored throughout the contract period. If deliveries prove to be unsatisfactory, or other problems arise, the contract may be canceled for cause and awarded to the next acceptable low and best respondent. Failure of the University to exercise its right of termination for cause due to a vendor's failure to deliver as required in any instance shall not constitute a waiver of termination rights in any other instance.

4. PAYMENT:

All proposals must be submitted on the basis of no cash discount for Purchase Order's. Effort will be made to make all Purchase Order payments within 30 days after completion of delivery and acceptance by the University. However, since many orders shall be placed via credit card and also credit card via internet,

bidders shall have an opportunity to provide additional rebate/discount programs for such credit card orders which will be considered in financial evaluation.

Application for Purchase Order payments shall be made by the contractor on the contractor's regular invoice forms and submitted to the University in duplicate to the address indicated on the Purchase Order.

Title to and risk of loss and damage as to all items shall remain in and be the responsibility of the contractor until delivery and acceptance of the items by the University. Items delivered to incorrect locations shall remain the property and responsibility of the vendor until delivered and accepted by the appropriate and correct end-using department or end-user.

5. PROPOSAL EVALUATION AND METHOD OF AWARD:

The proposal will initially be evaluated on an all or none award basis as it has been determined this will provide the best possible prices and service. Respondents must offer all stated categories of products listed or referenced and must comply with all mandatory requirements in order to be considered for all or none contract award.

It is the purpose of this proposal to obtain data as complete as possible from each prospective contractor to enable the University to determine which prospective contractor is best able to serve all the criteria which are to be considered in the award of this contract. To this end, each prospective contractor shall furnish as part of this proposal a complete description of their inventory, capabilities and services which can be provided. A copy of current catalogue/s is desirable.

The University will determine what percentage of points for each criteria will be awarded to each respondent, based upon the following distribution:

Cost	50%
Contractor's Support/Technical Specifications*	50%

*Points will be assigned for cost and desirable items. Mandatory requirements must be met in order for proposal to be considered for award.

Cost: Each prospective contractor must furnish firm pricing discounts on all their category/pricing codes as part of this proposal. **The percentage discount and pricing code* for each category and/or sub-categories must be provided.** Respondents must indicate the applicable discount(s) for each of his/her company's sub-categories within the following groupings:

General groups: (1) Laboratory Supplies and Equipment, (2) Glassware/Plasticware, (3) Chemicals, (4) Biotechnology/Life Science (5)

Health Care Supplies, (6) Safety Supplies, (7) Educational Supplies, and (8) Domestic Disaster Preparation.

*The pricing code is defined as a company's alpha or numeric code used to group items to assign and maintain discounts.

If the respondent can identify sub-categories within the categories listed on the pricing pages, these sub-categories must be clearly stated and described in the space available (below the relevant category) or on an attached and referenced page in the order presented in the Request for Proposal. The applicable discount and pricing code for these sub-categories must also be stated.

In addition, when applicable, respondents must indicate the applicable discount for **each** and **box/case** units of measure.

Additional non-specified groups which are not referenced above, upon which the respondent may wish to offer a discount should be included as part of this proposal. These additional groups may not be included in the cost evaluation and may or may not be incorporated as part of this contract.

Usage figures for items purchased from the current contract vendor during 2004 can be found at this web location: <http://www.pmm.missouri.edu/david/> It should be noted these usage figures include items with an each cost up to \$5,000 as this will most closely reflect potential purchases during subsequent contract terms.

A respondent's cost points will be figured using the net price of a control group of representative items from various categories. The net price shall be figured by applying the discount set forth in respondent's proposal calculated against the price in the respondent's standard published price book, effective January 1, 2006.

A predetermined Excel file/s may be supplied to each vendor being considered for an all-or-none or partial contract award. If sent, it shall be the vendor's responsibility to complete the pricing and commodity code information for all items listed in said file/s and return the file/s in the time frame indicated. A two week return time frame is probable. Instruction will be included.

Please note that these spread sheet/s will only be sent after it is determined bidders meet Mandatory Requirements and are being further considered for award. No changes to the list of items shall be allowed. Any alterations to said list by a vendor may be grounds for immediate and complete rejection of that vendors bid response. This includes but shall not be limited to deleting any row or column, changing any part number or item description, changing any formula or changing any item location on the list. The list will contain approximately 350 line items as determined to be appropriate by University of Missouri Procurement staff. Detailed instructions will accompany said list/s.

It shall also be indicated in initial bid response how pricing will be affected by a multiple vendor award. That is to say, pricing shall be supplied based on an all-or-none award and if a dual award or split award is chosen, bidders must indicate how that will affect their proposed pricing, if at all.

Contractor's support/technical specifications: Each bidder shall provide the information requested herein regarding the mandatory and desirable requirements. Information must be provided in the order stated in the request for proposal.

6. PRICING:

For purposes of evaluating the proposals, as stated above, prices are to be computed using the respondent's standard published price book effective January 1, 2006 and respondent's proposed discount factors for each category. Discount factors proposed shall be firm for the entire contract period. Discount factors shall not be altered at any time during the contract unless to the benefit of the University of Missouri.

Again, it shall also be indicated in each response how pricing will be affected by a multiple vendor award. That is to say, pricing shall be supplied based on an all-or-none award and if a dual award or split award is chosen, how will that affect pricing if at all. This information shall not be located in the sealed pricing envelope. It must be accessible without opening sealed pricing envelopes.

There will be no net price increases allowed during the period July 1, 2006 through Dec 31, 2006. Net price increases shall only be allowed on January 1st of each contract period. This applies to years one, two and three of the initial contract as well as any option years exercised.

All discounts proposed must be discounted off the standard published price regardless of any quantity ordered at any given time. The University cannot guarantee quantities or minimum order size. However large quantity individual or multiple item one-time orders should be eligible for additional discounts based on the type of product being ordered.

Any additional dry ice or special packaging charges for enzymes, molecular products or, any other products must be absorbed by the contractor. Note: Some enzymes and related products are excluded from this contract as described in Introduction.

The right for the contractor to place enzyme freezers, refrigerators, or other vendor-owned equipment on University of Missouri premises is at the exclusive discretion of the University of Missouri. Appropriate campus Procurement Office must grant prior approval of the placement of any contractor-owned equipment on University premises. The contractor will be required to sign and fully comply with the University's applicable equipment placement agreement. Likewise, the

University may, at its sole discretion, cancel placement of said equipment at any time for any reason.

Upon award of the contract and all subsequent renewals, the contractor shall prepare and distribute **net** price information to all users which reflect the University price for all contract items, with the applicable discounts figured. Copies of current catalogs, net price books, or prices on CD, or via email, or direct access to pricing via vendor web site as determined to be sufficient to meet the University's departmental needs must be provided and distributed by the successful vendor. It is preferred pricing be supplied on CD in emailed Excel format as well as be immediately available on the vendor's web site.

Auditing:

The successful respondent shall agree and understand that the University will audit net prices for reasonableness of pricing. To determine reasonableness, contract prices will be compared with current market prices available from competitors. Audits will be performed at renewals and may be performed periodically throughout the year. The University's audits must be satisfactory and the renewal pricing approved by Procurement/Materials Management before the renewal pricing is made effective and before the net prices are distributed to end-users and departments.

If during the course of the contract and/or as a result of an audit the net prices of contract items are discovered to be higher than current market prices, the University reserves the right to require price adjustments by the contractor. All adjustments shall be made to bring net prices in line with competitive pricing for such items in the marketplace.

Workmanship and Miscellaneous Costs:

The contractor shall provide and pay for materials, labor, tools, transportation, handling, and other facilities necessary for the furnishing and delivery of the items of equipment specified herein. All materials and articles incorporated in the equipment are to be new and of the best quality of their respective kinds for the purpose intended. The University shall have the right to reject materials, workmanship, and such items of equipment as are defective, or may require their correction. Workmanship shall be of the highest standard in every particular.

7. **MANDATORY REQUIREMENTS:**

For each mandatory requirement, the respondent shall initial the blank corresponding to the specification to indicate complete compliance.

_____ **7.1 DELIVERY:** All shipments (including large, heavy, bulky, palletized orders, refrigerators, large equipment and/or 55 gallon drums) shall be made FOB University of Missouri - Columbia, Kansas City, Rolla, St, Louis, University Hospital, Columbia Regional Hospital or any off-campus University locations, based upon the address designated on the purchase order, with **all** transportation and delivery charges including but not limited to dry ice, hazardous materials fees, special packaging, tailgate lift, and lead container fees fully prepaid and included in the contract price of each item. The only exception will be for orders specifically requested by a customer to be same-day or over-night delivery. The University of Missouri shall incur the additional fees charged by third party shippers for such rush deliveries. If same-day or overnight delivery is requested and can be accomplished by the vendors' normal delivery procedure, said additional charges shall not apply. It shall also be noted that when orders are placed for multiple items and said items are located in various, or non-primary warehouse locations, that all items ordered will still be shipped promptly, and therefore back order status will not occur due to the fact an item which is ordered is simply not in the primary warehouse location. The fact that this will result in multiple deliveries is acceptable to the University of Missouri.

All shipments must be accompanied by a packing list indicating the quantities and items shipped the purchase order number or customers' name as well as the final delivery location. All packages must have an appropriate reference name/Purchase Order number clearly marked on the outside of the package. All chemicals or other applicable materials must be labeled on the outside of the package with the appropriate information required by State or Federal Laws or the Missouri Department of Transportation. Shipments received without this information shown on the outside of the package may be refused and returned at vendors' expense.

All "hazardous materials" must be properly packaged, in accordance with all applicable federal and state regulations. The University will normally request no more than two (2) copies of Material Safety Data sheets to be provided to the location(s) specified by the campuses.

Contract items shall be kept in stock and available for immediate shipment and delivered within three (3) working days ARO at a 96% fill rate or above. The contractor may be required to furnish a complete list of stocked items and classification of each of those items.

If contractor fails to make delivery of contracted product within 10 working days after receipt of an order the University may purchase the item/s elsewhere and the contractor shall be liable for any additional cost over contractor's net contract price.

In some cases the University of Missouri reserves the right to order product from an alternate source to ensure integrity of on-going research, or to meet other needs as solely approved by the University.

_____ **7.2 SUMMARY REPORTS:** The contractor must furnish to each campus a quarterly summary of purchases. In addition, the contractor may be required to furnish other miscellaneous reports regarding contract activity as requested by the University.

_____ **7.3 HAZARDOUS MATERIALS REPORTS:** The contractor must track and report all hazardous materials purchased from the contract. The monthly report shall be provided at no cost to the University and must be in accordance with **Attachment #1**. The report must be supplied to the Director of Environmental Health and Safety for each campus. The report shall be contained on a compact disk, ASCII format, or with prior approval, may be supplied via email as an attached file in a format approved by the applicable Environmental Health and Safety Director or Officer.

_____ **7.4 AUTHORIZED DEALER:** The contractor must be an authorized distributor and show evidence as-requested of inventory of items listed in their catalog.

_____ **7.5 SERVICE DEPARTMENT/SALES REPRESENTATIVE:** The contractor must have an established sales department. The contractor must have an area salesperson(s) calling on each campus as follows: Kansas City, weekly; Rolla, bi-weekly; and St. Louis, weekly. For Columbia, the contractor must have a sales representative whose primary responsibility is servicing the needs of the campus. All sales representatives must be available as-needed in addition to regular visits.

_____ **7.6 ON-LINE ORDERING SYSTEM:** The contractor must have an on-line order system, or web-based system by which University departments can use a personal computer (IBM/Windows-compatible or Apple) for real-time linking between the departments and the supplier or their web site. The contractor must provide software and training as needed by the four (4) campuses and hospital. The contractor shall provide electronic mail access to sales representatives. The system must

have the ability to review the shipment status of items ordered, including ship date (if applicable) and net prices. Access to this system must be without any fees, long distance toll or phone charges to the University.

_____ **7.7 NEW ITEMS:** The contractor must notify the University of new products which become available during the term of the contract, including subsequent renewals. The same pricing discounts which apply to similar contract items shall apply to the new items. A quarterly report which lists all new items added to the contract with their associated discounts and net prices must be provided to each campus. Prior notification to David Silvey, Commodity Specialist must be made when vendor wishes to create new categories, or add new product lines to existing categories. The request shall include the proposed published list price, proposed discount factor and net University price. The University reserves the right to accept or reject the proposed addition of categories and/or product lines to the contract.

_____ **7.8 RECLASSIFICATION OF ITEMS:** When the contract items and/or their pricing codes are reclassified for the convenience of the contractor, the reclassification shall not result in a reduction of discount off those items. The new pricing code(s) for the items must have the same or higher percentage discount. Individual item prices shall never increase due to reclassification.

_____ **7.9 RETURNED GOODS POLICY:** If an item is mistakenly shipped due to a contractor's mistake or is received damaged, the contractor shall pay return shipping and any restocking fee or shall pick up the item from the University department. Pick-up of the item shall be made within two (2) weeks of notification.

_____ **7.10 ACCEPTANCE OF CREDIT CARD ORDERS:** The University is currently utilizing credit cards for many orders. Contractor must accept credit card orders via telephone, web or other methods as available and provide delivery to user specified locations (not simply dock delivery unless specifically requested) with itemized packing list/receipts showing net prices delivered to the same address. No up charges or additional fees shall result from credit card orders.

_____ **7.11 NET PRICE BOOKS:** The contractor shall provide, on an annual basis, a net price list in printed form, or preferably CD, in quantities sufficient to meet all end user needs. Contractor shall be responsible for timely distribution of net price information directly to departments after Procurement has reviewed and approved the net price list/s. Procurement will not be solely responsible for distribution of net price information. Successful vendor shall, on an annual basis (or as-requested) provide net price updates including new items and re-classified items. New and

reclassified items are subject to Procurement approval as described elsewhere herein.

_____ **7.12** Any delivery placed by a customer against this contract that is mistakenly labeled, shipped incorrectly or for any reason caused by the supplier to be shipped to the incorrect address shall not be the liability of the University of Missouri even if someone at the incorrect address signs for it. The University of Missouri **will** make a good faith effort to help find such items and inform the vendor of their location, but if they are lost or misplaced, the University of Missouri shall not be liable to pay for said goods.

_____ **7.13 Warranty:** All equipment provided as part of this contract shall include a one-year parts, labor and travel warranty unless otherwise indicated at time of order placement. Notification of a warranty of less than one year on any equipment item must be clearly indicated at time of order placement either verbally if orders are taken over the phone, or clearly indicated on the order confirmation/acceptance screen if ordered on-line via a web site. Equipment shall be described as but not limited to balances, centrifuges, photometers, refrigerators incubators and any other piece of equipment that falls under this contract. If warranty is provided by the equipment manufacturer, the bidder selling said equipment shall coordinate between customer and manufacturer to ensure an easy warranty claim/repair/replacement process.

8. DESIRABLE SPECIFICATIONS:

The respondent should indicate whether he/she can meet each desirable by initialing each Desirable item. **Information that completely describes how each desirable specification will be met should be presented with proposal responses on attached sheets using the same numbering system as in the Request for Proposal.** Points awarded for each item shall be as follows:

8.1 SOFTWARE SYSTEMS: The contractor shall furnish any proprietary and other software systems for ordering, managing stockrooms, Hazardous Material order tracking, and supply chain management, etc. for use on IBM-compatible or Apple computers. Multiple copies of such software may be required by various locations on each campus. Haz-Mat tracking software shall be capable of tracking materials from purchase through use and to final disposal.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.2 E.D.I.: The contractor should explore the feasibility of real-time E.D.I. for any of the four (4) campuses who request it. E.D.I. should be provided should it prove to be feasible and in the best interest of the University. Describe and explain any E.D.I. arrangements currently utilized by other customers and provide reference name of primary contact persons and phone numbers.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.3 ENZYME INVENTORY: The contractor should establish restriction enzyme inventories on the four (4) University campuses, as-requested. The contractor shall supply and maintain the appropriate equipment to include but not limited to freezers and refrigerators. Describe your process and services available under such a program and how charges are handled. In addition, placement of any freezer shall be in accordance with the freezer placement agreement located at the end of these specifications.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.4 QUALITY: The contractor should have established standards and guidelines for a quality performance program relating to this contract.

_____ We meet this desirable specification. Further information is provided with the proposal response. (Describe your program)

_____ We do not meet this desirable specification.

8.5 EQUIPMENT SERVICE: The contractor should provide instrument maintenance and repair by manufacturer certified technicians for as much of the equipment sold as part of this contract as possible. Warranty repairs should be handled at no charge of any kind to the University of Missouri System. Provide a description of the service you can provide and how you will work with manufacturers.

_____ We meet this desirable specification. Further information is provided (including University price schedules and hourly rates).

_____ We do not meet this desirable specification.

8.6 MATERIAL SAFETY DATA SHEETS: The contractor should provide free-of-charge, the required Material Safety Data sheets on compact disk, if requested. Web access to MSDS is highly preferred.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.7 RESTOCKING POLICY: The contractor should have a restocking policy for returned goods that were ordered in error by the University and shipped correctly by the contractor. Describe your return policy for such orders.

_____ We meet this desirable specification. Further information including a description of vendor's standard or special restocking policy for the University is provided with the proposal response.

_____ We do not meet this desirable specification.

8.8 CROSS REFERENCE INDEX: The contractor should, if requested, furnish each campus with a copy of an acceptable cross reference index of catalog numbers of Baxter, Fisher, CMS, VWR, Sigma Chemicals, plus other major suppliers. Respondents should clearly indicate the format in which this information can be provided, re: web-site, printed hard copy, diskette, CD. Indicate if there is any fee for providing this service?

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.9 WEB/INTERNET ACCESS: Respondents should indicate the availability of web access to contract net prices, order entry, material safety data sheets, and hazardous material information. In addition, website should indicate if the item being ordered is in stock or out of stock, as well as what quantity of that product is available for immediate order.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.10 ALTERNATIVE PRODUCT OPTIONS: Web site shall have the capability and shall utilize this capability to automatically show lower priced, functionally equivalent alternative products such as private label products with their alternate prices. This will allow end-users to see lower priced alternatives and make an informed selection accordingly.

_____ We meet this desirable specification. Further information is provided with the proposal response.

_____ We do not meet this desirable specification.

8.11 ON-LINE ORDERS/BACK ORDER NOTIFICATION: Describe how your web site shall indicate items which are on back order. Indication of item being out-of-stock, and/or on back order shall be described as well as indication of estimated ship date. Also describe when billing for such items occurs such as at time of order versus time of actual shipment. It is the intent to give the end-user maximum information at time of initial order. Also indicate how an end-user is contacted once an out-of-stock item becomes available for shipment.

- 8.12 BIDDERS' WEB SITE** shall be evaluated in the basis of general ease-of-use, ease-of-navigation, ease-of-ordering process, etc. Web address, login ID and pass code shall be supplied with bid response that will allow University of Missouri users to log in and navigate said web site in the same manner it will be accessed by end-users should a contract be awarded to your company. Contract prices do not have to appear during this test period but all other features shall be functional.
- 8.13 Regarding delivery of typical “supply orders”** such as chemicals, glass ware and plastic wares: Describe your warehouse locations, distribution process and capabilities and your ability to provide prompt delivery as per the terms of this contract. Describe in detail how “desk top” delivery to end-users locations shall be made and in what time frame. Bidders shall also provide their fill rate history of orders placed by the University of Missouri campuses/hospital. Fill rates and the number of orders may be considered in point award.
- 8.14 Regarding delivery of large and or heavy items**, such as refrigerators: Describe your distribution process and capabilities and your ability to provide delivery as per the terms of this contract. Describe in detail how delivery to end-users locations shall be made and what services are provided once the item reaches its' final delivery location such as inside delivery, tailgate lift provided at no charge, uncrating, inspection and settings in place.
- 8.15 Describe your ability to hold specific “lots” of fetal serums**, or other lot-specific biological products and do you have the ability to “hold” a specified quantity of a specific product lot and deliver it on as as-needed quantity basis with the rest of the lot being properly stored until additional deliveries are required. If additional fees apply for this service it **MUST** be indicated in your response to this desirable service question.
- 8.16** The University of Missouri uses and shall continue to use a large amount of **Corning brand glassware and plastic wares**. Describe your ability to provide the full and complete line of Corning products.
- 8.17 Describe your ability to “Third Party Source”** specialty items from manufacturers such as Invitrogen, Perkin Elmer, Varian, Qiagen, Roche, Becton Dickenson BioSciences, Harlan, Gilson, MDC Vacuum, and others. Describe if you have a specific process or system in place that University of Missouri end-users can utilize and if there any specific fees for such orders? Also describe how pricing will be calculated for these 3rd

party items. If you have agreements in place with any specific manufacturers list them with your response.

- 8.18 NEW LAB/RELOCATION/RENOVATION DISCOUNTS:** Describe what additional discounts and possible design services you will provide for new lab, lab relocations and renovations:
- 8.19 Describe your ability to provide access to manufacturer “Sale Specialists” and “Technical Specialist”** and your ability to have these specialists visit the University of Missouri campuses, provide informative lectures/visits to specific laboratory locations and the campus in general.
- 8.20 Describe your ability to organize and provide manufacturer equipment shows, and annual trade-shows** where end-users can view new equipment and supplies sold by manufacturers your company represents and meet actual representatives from those companies. Describe a typical annual show you would organize and finance. Provide a typical schedule for such events and what educational or other services are provided as part of such an event.
- 8.21 Describe your willingness and process required to lower the price** on a specific item, or group of items should those items be found on a contract you have in place with a different entity at a lower cost. For example, if a SKU or CDC code grouping, or particular item is found to be priced better on another institutions’ or purchasing groups price structure than the University of Missouri price structure and the result is that the University of Missouri is paying a higher price for identical product, describe your willingness to lower the University of Missouri to match or beat said lower price.
- 8.22 Describe any discount program or rebate formula you will apply to orders placed with credit cards.** This might be a free goods rebate per line item ordered based on the percentage of credit card orders versus Purchase Orders being above industry norms (such as 75%) any other incentive program you might be willing to offer. Such offers will then be calculated into the financial evaluation and subsequent point awards based on prior University of Missouri order history. It is not required that you make any such offer, but if one is made and it is determined to be an offer the University of Missouri could benefit from, then it may be calculated into the financial scoring accordingly.

8.23 Cooperative member institution order rebates to the University of Missouri. As listed above in the introduction, many public entities may wish to utilize this contract by “piggy-backing” onto this contract. Purchases from those Non-University of Missouri entities could be sizable. Bidders shall indicate how they are willing to rebate (or otherwise give financial benefit to the University of Missouri) based on the amount of sales generated by those entities third party entities. **NOTE: It is the intention of this contract to secure the best possible pricing for the University of Missouri. That is the primary goal of this contract.** However, should the successful vendor generate increased sales volumes based on the University of Missouri allowing other parties to access this agreement, then the University of Missouri will consider a rebate program, or free goods program or any other program/s that will benefit the University of Missouri without said program/s causing inflated pricing or negative financial results to any third party accessing this contract. Should it be determined the University of Missouri would benefit from any such program, then it shall be considered in financial points awarded to an extent as solely determined to be appropriate by the University of Missouri.

8.24 Describe how you would handle this contract if at a future date the per-item net price limit is raised to \$10,000.00. Describe the type of equipment and supply items you offer which would be included, what discounts the University of Missouri would receive on these additional items in the \$5,000.00 to \$10,000.00 range and if said change would affect current supplies and/or equipment pricing due to increased overall dollar volume that would result.

8.27 IMPORTANT: RESPONSE IS HIGHLY RECOMMENDED. Indicate how a dual-award, or multiple award by category would affect the prices you have offered in your proposal response. An all-or-none bid award is desirable, but the University of Missouri reserves the right to make multiple awards if it determined to be in its’ own best interest. You must indicate if this will affect the overall pricing you have supplied. This can be stated as a revised list of grouping discounts or a flat percentage increase. If you do not make any indication of change it shall automatically be assumed pricing on any item/s offered will not be affected by a multiple/dual award. **(Zero points)**

8.28 Minority and Women Owned Business Participation (43 pts/5%) per the attached M/WBE Participation Form target participation levels and as per section #7 in the General Terms and Conditions (Page 4).

**ATTACHMENT #1
HAZARDOUS CHEMICAL REPORT
FIELD/DATA SPECIFICATIONS**

<u>FIELD NAME</u>	<u>LENGTH</u>	<u>DESCRIPTION</u>
DATE	4	Julian Order Date, i.e. 3016 3 = 1993, 016 = 16th day
SHIPTO	25	Destination of chemical ordered. Primary sort field. Department or address.
CALLER	25	Ordering person by name.
CAS NBR 1	10	CAS Number.
CAS PERC 1	6	% of chemical, if a compound/mixture, represented by the 1st CAS number. Numeric field.
CAS NBR 2	10	If a compound/mixture, the 2nd CAS number associated.
CAS PERC 2	6	% of chemical, if a compound/mixture, represented by the 2nd CAS number. Numeric field.
CAS NBR 3	10	If a compound/mixture, the 3rd CAS number associated.
CAS PERC 3	6	% of chemical, if a compound/mixture, represented by the 3rd CAS number. Numeric field.
BOL CODE	3	A code used to designate a hazardous chemical. Provided for informational purposes only.
CATALOG NBRXX*		Vendor catalog number.
QUANTITY	5	Quantity, numeric field.
UNIT	2	Unit of Measure.
NUMERIC SIZE	6	Numeric size of unit of measure, i.e., 500.00 as in 500 grams. Numeric field.
SIZE	2	Size of unit of measure, i.e. GR for grams.
DESCRIPTION	30	Vendor description.
SHPMNT ID NBR	11	Shipment identification number. A unique number to identify each shipment.

***Length will vary by vendor. Field must accommodate vendor's catalog number.**

CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a MBE or WBE by the Owner.

St. Louis Development Corporation
1015 Locust
St. Louis, MO 63101
314/622-3400; 314/622-3413 (Fax)
CONTACT: Minority Business Development Manager

Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
314/982-1457; 314/982-1558 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator

St. Louis Minority Business Council
308 North 21st St., 7th Floor
St. Louis, MO 63101
314/241-1143; 314/241-1073 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
815 Olive St., Room 242
St. Louis, MO 63101
314/539-6600; 314/539-3785 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
Kansas City, MO 64106
816/274-1432; 816/274-1025 (Fax)
CONTACT: Minority Business Specialist

Kansas City Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO 64106
816/221-4200; 816/221-4212 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
323 W. 8th Street, Suite 501
Kansas City, MO 66105
816/374-6729; 816/374-6759 (Fax)
CONTACT: Business Opportunity Specialist

State of Missouri-Office of Administration
Division of Design and Construction, Minority Business
Development
P.O. Box 809, Harry S. Truman State Office Building
Room 730, 301 West High Street
Jefferson City, MO 65102
573/751-6908; 573/526-3097 (Fax)
CONTACT: Minority Contracts Coordinator

Missouri Department of Transportation
Division of Construction
P.O. Box 270
Jefferson City, MO 65102
573/751-6801; 573/526-5640-6555 (Fax)
CONTACT: Disadvantaged Business Enterprise
Coordinator

Illinois Department of Transportation
MBE/WBE Certification Section
2300 Dirkes Parkway
Springfield, IL 62764
217/782-5490
CONTACT: Certification Manager

State of Missouri-Office of Administration
Division of Purchasing & Materials Management
Minority Purchasing Unit
P.O. Box 809
Jefferson City, MO 65102
800/592-6019; 573/751-7276 (Fax)
CONTACT: MBE/WBE Certification Coordinator

M/WBE PARTICIPATION FORM

If proposing MBE/WBE participation, the contractor/supplier must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract regardless of whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the MBE and WBE participation must not be contingent upon award of a specific category, and the contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a qualified MBE and/or WBE, the contractor/supplier may indicate 100% participation.

The University’s MBE participation goal for this bid is 10 %
 The University’s WBE participation goal for this bid is 5 %

The contractor supplier is committed to the following MBE and WBE participation on this bid:

Total MBE Participation _____% **Total WBE Participation**_____%

Complete the following table indicating the firms used to meet the participation levels indicated.

MBE Firm Name	MBE % of Contract	WBE Firm Name	WBE % of Contract

-----**THIS FORM MUST BE SUBMITTED WITH YOUR BID**-----

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
**SCIENTIFIC, RESEARCH, HEALTHCARE, SAFETY, EDUCATIONAL AND
DISASTER PREPAREDNESS EQUIPMENT AND SUPPLIES, RFP # S-021006**
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI – SYSTEM
RFP # S-021006
OPENING DATE: February 10th, 2006
TIME: 2:00 PM, CST

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 Proposal issued by the University of Missouri.

PRICING INFORMATION shall be attached and clearly indicated in a separate and sealed envelope marked “Financial Response to Request For Proposal # S-021006. Two copies of financial pricing shall be included in said envelope. Pricing must not be included with any of the 5 response copies. Pricing shall be in the form of percentage discount off current list prices for each commodity code/grouping.

However as stated above, dual and multiple award up-charge information shall not be in the sealed pricing envelopes. It should be available without opening sealed pricing/percentage discount envelopes.

AUTHORIZED RESPONDENT REPRESENTATION

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

This signature sheet must be returned with your proposal.