INVITATION FOR BID

IFB NO: 9253 BUYER: Roderick M. Woolen
TITLE: Furniture PHONE NO: (660) 543-4542

ISSUE DATE: 3/12/2010

SEALED BID MUST BE RECEIVED NO LATER THAN:

| DATE: Wednesday, March 31, 2010 |
| TIME: 2:00PM Local Central Time |

The buyer may assume that the bidder is not bidding if
BID is not received by the target date/time.

RETURN SEALED BID TO: UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIAL MANAGEMENT OFFICE
102 W. SOUTH STREET
WARRENSBURG, MISSOURI 64093

DELIVER SUPPLIES/SERVICES FOB DESTINATION UNIVERSITY OF CENTRAL MISSOURI
FREIGHT PREPAID AND ALLOWED TO THE CENTRAL RECEIVING
FOLLOWING ADDRESS: 108 W. SOUTH STREET
WARRENSBURG, MO 64093

FURNITURE

BIDDERS ARE INVITED TO SUBMIT THEIR BID TO PROVIDE FURNITURE TO THE UNIVERSITY OF CENTRAL MISSOURI IN ACCORDANCE WITH SPECIFICATIONS SET FORTH HEREIN. REFERENCE TO BRAND NAMES IS NOT MEANT TO BE RESTRICTIVE BUT IS USED ONLY AS AN ACCEPTABLE QUALITY LEVEL. IF BIDDING OTHER THAN SPECIFIED, COMPLETE BRAND NAME, MODEL, SPECIFICATIONS OF ALTERNATE AND JUSTIFICATION FOR THE ALTERNATE MUST BE SUBMITTED WITH THE BID. THE UNIVERSITY RETAINS THE RIGHT TO REJECT ANY AND ALL ITEMS DEEMED AS NOT ACCEPTABLE. THE BIDDER SHALL PROVIDE FIRM, FIXED PRICES FOR THE SERVICES DESCRIBED HEREIN, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS DOCUMENT.

QUESTIONS: Last date to submit questions on this IFB is 10:00 AM Tuesday, March 23, 2010. Questions must be faxed to 660-543-8345, attention Buyer of Record.

IMPORTANT: 1. Bid may not be accepted if the number is not designated on the outside of the envelope.

2. Proposal must be prepared in accordance with Part Four, Bid Submission Information. Those proposals which are not in compliance may be deemed non-responsive.

Buyer of Record: Roderick M. Woolen
TERMS AND CONDITIONS

INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an IFB or to a contract.

b. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the Physical receipt of sealed bids in the Procurement and Materials Management Office.

d. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

e. **Buyer** means the procurement staff member of the Procurement and Materials Management Office. The **Contact Person** as referenced herein is usually the Buyer.

f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

g. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.

h. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.

i. **Invitation for Bid (IFB)** means the solicitation document issued by the Procurement and Materials Management Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

j. **May** means that a certain feature, component, or action is permissible, but not required.

k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

l. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable to the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.

m. **Shall** has the same meaning as the word **must**.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT
a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement and Materials Management Office if language, specifications or requirements of an IFB appear ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer as indicated on the first page of the IFB. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an amendment to the IFB, of a relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, questions received by the Procurement and Materials Management Office less than seven calendar days prior to the IFB opening date may not be answered.

b. Bidders are cautioned that the only official position of the University is that position which is stated in writing and issued by the Procurement and Materials Management Office in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. The Procurement and Materials Management Office monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

d. The Procurement and Materials Management Office reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BIDS

a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the IFB, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do no comply with the requirements and specifications are subject to rejection without clarification.

d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

f. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

g. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS

a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, unless otherwise identified as a facsimile bid on the cover sheet and (5) be mailed or hand delivered, unless otherwise
identified as a facsimile bid on the cover sheet to the Procurement and Materials Management Office and officially clocked in no later than the exact opening time and date specified in the IFB.

b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Procurement and Materials Management Office prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

5. FACSIMILE DOCUMENTS

All responses to IFB's and amendments to IFB's including "no bid" responses and requests to modify a bid, must be delivered to the Procurement and Materials Management Office in a sealed envelope or container unless otherwise identified as a facsimile bid on the cover sheet. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, requests to withdraw bids may be submitted by facsimile but must be received by the Procurement and Materials Management Office prior to the official opening date and time specified.

6. BID OPENING

a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be read or made available at the bid opening.

b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Procurement and Materials Management Office.

c. Bids which are not received by the Procurement and Materials Management Office prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened.

7. PREFERENCES

a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

b. In accordance with Executive Order 98-21, contractors are encouraged to utilize minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Procurement and Materials Management Office before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point; and (2) obvious mistake in designation of unit.

b. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Procurement and Materials Management Office to be in the best interests of the University.

c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
e. In the event all bidders fail to meet the same mandatory requirement in an IFB, the Procurement and Materials Management Office reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the Procurement and Materials Management Office reserves the right to waive any minor irregularity or technicality found in any individual bid.

f. The Procurement and Materials Management Office reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, the Procurement and Materials Management Office may negotiate for the required supplies.

g. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from another source.

h. Any information contained in the bid package, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

i. Any award of a contract shall be made by written notification from the Procurement and Materials Management Office to the successful bidder. The Procurement and Materials Management Office reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Procurement and Materials Management Office based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.

j. All bids and associated documentation which were submitted on or before the official opening date will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.

k. The Procurement and Materials Management Office reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB and (3) the Procurement and Materials Management Office's acceptance of the response (bid) by "notice of award") for ongoing provision of equipment, supplies, and/or services) or by "purchase order".

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement and Materials Management Office or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

10. INVOICING AND PAYMENT

a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 12496308.

b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.
c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Procurement and Materials Management Office.

d. Payment for all equipment, supplies, and/or services required shall be made in arrears. The University shall not make any advance deposits.

e. The University assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the 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.

c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

13. WARRANTY

a. 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 to or adopted by the Procurement and Materials Management Office, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment of said equipment, supplies and/or services.

14. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. 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.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Procurement and Materials Management Office.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Johnson County, Missouri.

15. CONFLICT OF INTEREST
a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. REMEDIES AND RIGHTS
a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

17. CANCELLATION OF CONTRACT
a. In the event of material breach of the contractual obligations by the contractor, the Procurement and Materials Management Office may cancel the contract. At its sole discretion the Procurement and Materials Management Office may give the contractor an opportunity to cure the breach or to explain how the breach will be cured.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Procurement and Materials Management Office will issue a notice of cancellation terminating the contract immediately.

c. If the Procurement and Materials Management Office cancels the contract for breach, the Procurement and Materials Management Office reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the contractor for any additional costs incurred as a result.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated for each fiscal year included within the contract period (the University's fiscal year runs July 1 through June 30). The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

18. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

19. BANKRUPTCY OR INSOLVENCY
a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Procurement and Materials Management Office immediately.

b. Upon learning of any such actions, the Procurement and Materials Management Office reserves the right at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.
20. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

21. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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 recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Procurement and Materials Management Office shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the Procurement and Materials Management Office until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

22. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

TERMS IFB (Revised 3/02)
PART ONE
GENERAL INFORMATION

1. BACKGROUND INFORMATION

1.1 This Invitation for Bid (IFB) is being issued by the University of Central Missouri (UCM), Procurement and Materials Management Department, on behalf of the University Housing. UCM desires to contract with a firm, hereinafter referred to as “Contractor” to provide items in accordance with the specifications, terms and conditions set forth herein.

2. THE UNIVERSITY

UCM is a comprehensive, public university located 50 miles southeast of Kansas City. The former Central Missouri State University adopted the new name in September 2006, to achieve an expanded vision:

UCM aspires to be a nationally recognized, comprehensive university that delivers a world-class university education by providing a small-college learning environment coupled with large-university opportunities.

Founded in 1871, the University takes ongoing pride in providing a student-centered learning environment where tenured professors teach the majority of classes. The University boasts a 16:1 student-faculty ratio and an outstanding graduate job placement rate. UCM is well known for its culture of friendship and service that extends far outside its campus boundaries through 22 international exchange agreements.

UCM is fully accredited by the North Central Association of Colleges and Schools. With 150 programs and five academic colleges, UCM has achieved national recognition for many of its academic programs, including aviation, criminal justice, nursing, safety science and education and is a leader among Missouri’s public universities in program-specific accreditation. UCM was recently named a Best Midwestern College by The Princeton Review, and was listed as one of America’s Best Colleges by U.S. News & World Report.

In addition to outstanding academic programs, UCM offers a beautiful residential campus and a welcoming hometown for over 11,000 graduate and undergraduate students. UCM operates its own airport, two research farms, a $30 million library, a 40,000 sq. ft. classroom and administrative facility in Lee’s Summit Missouri, a public radio station, a PBS television station, and Pertle Springs, a 300-acre park that contains an 18-hole golf course, observatory, and nature center, among other facilities.

Additional information about the University, its multiple locations, and schools is available online at: http://www.ucmo.edu/about/

3. PURPOSE

3.1 The purpose of this IFB is to enter into an agreement to provide furniture items.
4. INTENT

4.1 It is the University’s intent to award this contract to one firm who will be responsible for performing the services as outlined in Part Three, Scope of Work, of this document.

5. ORGANIZATION

5.1 This document, referred to as an Invitation for Bid (IFB), has been divided into the following parts for the convenience of the bidder:

5.1.1 Part One - General Information
5.1.2 Part Two - General Contractual Requirements
5.1.3 Part Three - Scope of Requirement
5.1.4 Part Four - Bid Submission Information
5.1.5 Exhibit A - Pricing Page
5.1.6 Exhibit B - Offeror’s Prior Experience

6. TERMINOLOGY/DEFINITIONS

6.1 Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply:

A. **Amendment** means a written, official modification to an IFB or to a contract.

B. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

C. **Buyer of Record** means the procurement staff member of the Procurement Office who shall be the contact person for this IFB.

D. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

E. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.

F. **Invitation for Bid (IFB)** means the solicitation document issued by the Procurement Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the Terms and Conditions as well as all Pricing Pages and Amendments thereto.
G. **May** means that a certain feature, component, or action is permissible, but not required.

H. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

I. **Shall** has the same meaning as the word **must**.

J. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

END OF SECTION
1. **CONTRACTUAL PERIOD:**

1.1 The contract period shall be as stated on page one of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

2. **CONTRACT PRICE:**

2.1 All prices shall be firm, fixed. The University shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3. **APPLICABLE STATE LAWS:**

3.1 The contract shall be construed according to the laws of the State of Missouri.

4. **CONFLICT OF INTEREST:**

4.1 No official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

4.2 The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

5. **MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION EMEDIES:**

5.1 Executive order 05-30 directs the University to strengthen efforts to increase purchases to certified minority and women-owned businesses (MBE/WBE). The overall goal for all purchases shall be set at 10% MBE and 5% WBE participation. The Contractor shall therefore make a good faith effort to obtain MBE/WBE participation in any subcontracting activities. Businesses must meet the eligibility requirements outlined in 37.020 RSMo. MBE or WBE is defined as a business in which at least 51% of the ownership interest is held by minorities or women and the management and daily business operations are controlled by one or more of the 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 or other similar racial groups.
5.2 In the event a MBE/WBE subcontractor is unable to satisfactorily perform, the Contractor shall make a good faith effort to replace the subcontractor with another MBE/WBE subcontractor. The Contractor must secure written approval from the Procurement Office prior to the replacement of a MBE/WBE subcontractor. If the Contractor proposes replacement of a MBE/WBE subcontractor with a non-MBE/WBE, the Contractor must provide documentation of any and all efforts made to secure a MBE/WBE replacement. The Procurement Office shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort.

6. CONTRACT DOCUMENTS:

6.1 The contract between the University and the Contractor shall consist of: (1) the Invitation for Bid (IFB), and any amendments there to, and (2) the Contractor's response to the Invitation for Bid. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern. The bidder is cautioned that his/her response shall be subject to acceptance without further clarification.

6.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

7. AMENDMENTS TO CONTRACT:

7.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University Procurement Office and incorporated in a written amendment to the contract approved by the University Procurement Office prior to the effective date of such modification.

8. ASSIGNMENTS:

8.1 The Contractor shall not transfer any interest in the contract, whether by assignment, merger, or otherwise, without the prior written consent of the University Procurement Office.

9. COMMUNICATIONS AND NOTICES:

9.1 Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail, postage prepaid, and addressed to the Contractor at his/her address as listed on the signature page of the contract or at such address as the Contractor may have requested in writing, or by telegram when delivered to a telegraph office, fee prepaid, and addressed to the Contractor at his/her address as listed on the signature page of the contract, and/or hand-carried and presented to an authorized employee of the Contractor at his/her address as listed on the signature page of the contract.
10. INDEMNIFICATION

10.1 Each party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party’s employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo. Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo. Section 537.600.

10.2 In the event of legal actions or claims arising out of this contract against the University, its Board of Governors, or its employees or agents, the University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker’s compensation claims.

10.3 If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the Contractor or were solely the fault of the Contractor, the Contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.

11. BANKRUPTCY OR INSOLVENCY:

11.1 Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the University Procurement Office.

11.2 Upon learning of any such actions, the University Procurement Office reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

12. NON-DISCRIMINATION IN EMPLOYMENT:

12.1 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 receipts of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

12.1.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

12.1.2 The identification of a person designated to handle affirmative action.
12.1.3 The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline.

12.1.4 The exclusion of discrimination from all collective bargaining agreements; and contracts.

12.1.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

12.2 If discrimination by a Contractor is found to exist, the university shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidders’ lists until corrective action is made and ensured, and referral to the Attorney General’s Office, whichever enforcement action may be deemed most appropriate.

13. **AMERICANS WITH DISABILITIES ACT:**

13.1 In connection with the furnishing of goods and services under the contract, the Contractor and Contractor's subcontractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

14. **LIABILITIES:**

14.1 The Contractor shall agree that the University shall not be responsible for any liability incurred by the Contractor or the Contractor’s employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the Contractor, except as otherwise provided in the contract.

14.2 The Contractor shall be responsible for any and all injury or damage as a result of the Contractor’s negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor’s negligence, the Contractor assumes the obligation to save the University, including its employees and assigns from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the University, including its employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

14.2.1 However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its agencies, employees, and assigns.
15. **INSURANCE:**

15.1 The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor’s employees related to the Contractor’s performance under the contract.

15.2 The Contractor shall maintain adequate liability insurance to protect the University, its agencies, its clients and the general public against any loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, professional liability, etc. Written evidence of the insurance coverage shall be provided by the Contractor to the University. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurers’ names, policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternate risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. In the event the insurance coverage is canceled, the University must be notified immediately.

15.3 Contractor will indemnify the University and Board of Governors and hold them harmless from any and all costs, claims, complaints or suits arising out of this service, including attorney fees, penalties and judgments.

16. **CANCELLATION FOR BREACH:**

16.1 The University may cancel the contract at any time for material breach of contractual obligations by providing the Contractor with written notice of such cancellation. Prior to issuing such a notice, the University will, if appropriate, provide the Contractor with an opportunity to cure the breach within 30 days after notification. Should the University exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

17. **FUNDING SHORTFALLS:**

17.1 In the event that funds are not available for any of the remaining years after Year 1, the University will have the option to terminate the contract with sixty (60) days notice.

18. **VENDOR NO TAX DUE CERTIFICATION:**

18.1 The State of Missouri requires the University to have a Vendor No Tax Due Certificate on file before the final award letter is provided. The selected vendor for this contract shall be in compliance with the state mandate. The procedure for obtaining this certificate is provided herein.

**END OF SECTION**
PART THREE
SCOPE OF REQUIREMENT

1. GENERAL REQUIREMENTS

1.1 The Contractor shall provide Lazy Boy couches, style 435 and Lazy Boy chairs, style 435/230 or equal or better in accordance with the terms and conditions contained herein.

2. SPECIFIC REQUIREMENTS

2.1 Fabric Grade: Must be grade B, C or D

2.2 Fabric Content: Must be polyester blend with acrylic or other (no rayon and not more than 5% cotton)

2.2.1 Provide fabric palette with bid proposal

2.3 Frame: Made with at least ¾” solid plywood (no particle board)

2.4 Warranty:

2.4.1 Lifetime on frame
2.4.2 One (1) year on fabric and cushions
2.4.3 Limited lifetime on springs and spring systems
2.4.4 Fabric treatment 10 years

2.5 Price must include:

2.5.1 Fabric treatment
2.5.2 Delivery & Setup
2.5.3 Pricing shall be firm through July 31, 2010

2.6 Preferred product:

2.6.1 Lazy Boy couch style 435
2.6.2 Lazy Boy chair style 435/230

2.7 Quantity:

2.7.1 Fourteen (14) Couches
2.7.2 Fourteen (14) Chairs

2.8 Delivery:

2.8.1 All items delivered no earlier than June 15, 2010.

END OF SECTION
PART FOUR
BID SUBMISSION INFORMATION

1. CLARIFICATION OF REQUIREMENTS

1.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed to the Buyer of Record indicated on the first page of this IFB. Questions must be submitted in writing or may be faxed to the Buyer’s attention at 660-543-8345. Questions and or comments regarding this IFB shall be submitted not later than the date indicated on page one (1) of this IFB.

1.2 The bidder is cautioned not to contact any other employees of the University concerning this procurement during the competitive procurement and evaluation processes.

1.3 The bidder is advised that the only official position of the University is that position which is stated in writing and issued by the Procurement Office as an Invitation for Bid and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

2. SUBMISSION OF BIDS

2.1 Bids must be priced, signed, and returned with all necessary attachments to the Procurement Office by the bid receipt date and time specified on the first page of the IFB. The bidder’s response should include all original document(s), plus (1) copy.

2.1.1 Specifically, any form containing a signature line must be manually signed and returned as part of the bid.

2.1.2 The bidder shall not submit a bid by fax machine because only sealed bids are acceptable in response to this IFB.

2.1.3 In addition to the original bid, the bidder should include three (3) copies of his/her bid.

2.2 The bidder must respond to this IFB by submitting all data required herein in order for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.

2.3 To facilitate the evaluation process, the bidder is encourage to organize his/her bid into distinctive sections that correspond with the evaluation categories described herein.

2.3.1 Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included herein.
3. EVALUATION PROCESS

3.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the comparative assessment of the relative benefits and deficiencies of the bid in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of the contract resulting from this Invitation for Bid shall be based on the lowest and best bid received in accordance with the evaluation criteria stated below:

3.1.1 Materials Proposed....................................................50 points
3.1.2 Cost.................................................................30 points
3.1.3 Experience and Reliability.................................10 points
3.1.4 Proposed Method of Performance .........................10 points

3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the University, to clarify or verify the bidder’s offer and to develop a comprehensive assessment of the bid.

3.3 The University reserves the right to consider historic information and fact, whether gained from the bidder’s offer, question and answer conferences, references, or any other source, in the evaluation process.

3.4 The bidder is cautioned that it is the bidder’s sole responsibility to submit information related to the service and that the University is under no obligation to solicit such information if it is not included with the bid. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder’s offer.

3.5 In the event that only one bid is received in response to this Invitation for Bid, the Procurement Office reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole bidder’s offer. In addition, as part of such negotiation the Procurement Office reserves the right to require supporting cost, pricing and other data from the bidder in order to determine the reasonableness and acceptability of the bid.

4. COST

4.1 The bidder must provide cost for all requirements as set forth in Exhibit A, Pricing Page(s) of this IFB. PLEASE NOTE: The Pricing Page shall be placed in a separate sealed envelope clearly marked on the outside “PRICING PAGE EXHIBIT A”.

4.2 Any cost and/or pricing data submitted or related to the bidder’s offer and/or pricing data related to contractual extension options, required or voluntary, shall be subject to evaluation if deemed by the University to be in its best interests.

4.3 For evaluation purposes only, cost shall be on the price(s) proposed by each bidder with the lowest price(s) proposed receiving the maximum points and the remaining bidders prorated accordingly.
5. MATERIALS

5.1 Items on this IFB will be subjectively judged by the evaluation committee on the basis of:

5.1.1 Quality of construction – fabric grade, fabric content, frame
5.1.2 Warranty
5.1.3 Fabric sample

6. EXPERIENCE AND CAPABILITY

6.1 Experience of the bidder’s organization and personnel is considered in the evaluation process. Therefore, the bidder is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

6.1.1 The bidder should provide the name, address, and telephone number of three (3) university references, including contact persons, who are familiar with the bidders’ performance.

6.1.2 The bidder should provide a brief description of the services performed, as well as how long bidder has been providing services.

6.1.3 The above information may be shown on the form as Exhibit B to this IFB or in a similar manner.

7. PROPOSED METHOD OF PERFORMANCE

7.1 Bids will be evaluated based on the bidder’s distinctive plan for performing the requirements of the IFB. The bidder should present a written narrative, which demonstrates the method or manner in which the bidder proposes to satisfy the requirements of the Scope of Service. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. The bidder should specifically address the following:

7.2.1 Who will be the primary service organization directly responsible for providing this service? Name, address and telephone number of contracting agency and a contact person who may be contacted for verification of all data submitted.

7.2.2 How the bidder will function as a single point of contact for the University, including for any subcontract arrangements. This includes responsibilities and liabilities of the bidder for all problems relating to the equipment and service provided under the contract.
UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIAL MANAGEMENT OFFICE
102 W. SOUTH STREET
WARRENSBURG, MISSOURI 64093

IFB # 1234  Widgets

Invitation to Bid
Attachments

Widgets
Ima Bidding
ACME Corporation

PRICING PAGE

IFB # 1234  Widgets
Ima Bidding
ACME Corporation

END OF SECTION

EXHIBIT A
PRICING PAGE(S)
The bidder shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein. PLEASE NOTE: This page shall be placed in a separate sealed envelope clearly marked on the outside “PRICING PAGE EXHIBIT A” Bidder may use additional pages to provide the information needed below:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Item/Service</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>ea</td>
<td>Lazy Boy Couches Style 435</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>ea</td>
<td>Lazy Boy Chairs Style 435/230</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Payment Terms: _________
2. Prices are firm through July 31, 2010: Yes_______ No________
3. Educational Discount: $________________________
4. Delivery cost: $________________________
5. Installation cost: $________________________
6. Total Cost to include delivery, installation, minus any discounts: $________________________
7. Is your company a: MBE______ WBE______ BOTH______

I (we) have received Addendum Number __________ (Fill in number received - if none write none.)

________________________________  __________________________________
Authorized Signature     Printed Name

________________________________  __________________________________
Company Name     Mailing Address

________________________________  __________________________________
City, State, Zip     Phone number

________________________________  __________________________________
Fax number      E-mail address

END OF SECTION

EXHIBIT B
OFFEROR’S PRIOR EXPERIENCE
PRIOR SERVICERS PERFORMED FOR:
NAME: ________________________________________________________________

ADDRESS: ______________________________________________________________________________________

CONTACT
PERSON/TITLE: ______________________________________________________________
TELEPHONE NO: _____________________________________________________________________________________

DESCRIPTION OF PRIOR SERVICES PERFORMED: ___________________________________________________________
CONTRACT PERIOD: FROM ___________ TO ________________
SUMMARY OF SERVICES PERFORMED: ____________________________________________________________

PRIOR SERVICERS PERFORMED FOR:
NAME: ________________________________________________________________

ADDRESS: ______________________________________________________________________________________

CONTACT
PERSON/TITLE: ______________________________________________________________
TELEPHONE NO: _____________________________________________________________________________________

DESCRIPTION OF PRIOR SERVICES PERFORMED: ___________________________________________________________
CONTRACT PERIOD: FROM ___________ TO ________________
SUMMARY OF SERVICES PERFORMED: ____________________________________________________________

EXHIBIT B
OFFEROR’S PRIOR EXPERIENCE
PRIOR SERVICERS PERFORMED FOR:
NAME:_________________________________________________________________________________
ADDRESS:_________________________________________________________________________

CONTACT PERSON/TITLE:________________________________________________________________
TELEPHONE NO:_______________________________________________________________________

DESCRIPTION OF PRIOR SERVICES PERFORMED:

CONTRACT PERIOD: FROM___________________ TO _______________________

SUMMARY OF SERVICES PERFORMED:

END SECTION

VENDOR NO TAX DUE CERTIFICATION
In accordance with Section 34.040.6 RSMo, the University of Central Missouri is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

In order for the University to be able to assign the contract to your company, you must verify that you are either registered to collect sales and/or use tax in Missouri, or you are not making retail sales of tangible personal property or providing taxable services in Missouri. You can provide this verification by submitting an official “Vendor No Tax Due” certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the “Vendor No Tax Due” certificate if you are properly registered to collect and have properly remitted sales and/or use tax, or if you are not making retail sales in Missouri. Once the “Vendor No Tax Due” certificate is issued, submit it to my attention at the address noted above. (The certificate may also be faxed to my attention at 660-543-8345 or scanned/emailed to me at wward@ucmo.edu) **If you do not provide the “Vendor No Tax Due” certificate and/or maintain a compliant tax status, it may render your company unacceptable for further consideration for University of Central Missouri contracts.**

You may obtain a “Vendor No Tax Due” certificate by contacting the Missouri Department of Revenue. The attached document provides information on how to obtain the “Vendor No Tax Due” certificate. Additional information regarding Section 34.040.6 RSMo is available on the Department of Revenue’s website at [http://www.dor.mo.gov/tax/business/sales/hb600.htm](http://www.dor.mo.gov/tax/business/sales/hb600.htm).

If you are not already registered as a vendor with the State of Missouri, you are encouraged to register on the state’s On-Line Bidding/Vendor Registration System website ([https://www.moolb.mo.gov](https://www.moolb.mo.gov)). Instructions for registering on this website are available on the Home page of the website.

Thank you for your attention to this urgent matter.

How To Obtain A Certificate Of Vendor No Tax Due
A certificate of vendor no tax due can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier’s check or money order may be required for payment before a certificate of vendor no tax due can be issued.

A certificate of vendor no tax due can be obtained by contacting the Missouri Department of Revenue, Division of Taxation & Collection, P.O. Box 3666, Jefferson City, MO 65105-3666. You may also call (573) 751-9268, fax (573) 522-1160, or email taxclearance@dor.mo.gov. For walk-in assistance, you can visit a Tax Assistance Center near you:

**Jefferson City**
301 West High Street, Room 330

**St. Louis**
3256 Laclede Station Rd., Ste 101

**Kansas City**
615 E 13th St., Room 127

**St. Joseph**
525 Jules, Room 314

**Cape Girardeau**
3102 Blattner Dr., Suite 102

**Joplin**
705 Illinois Avenue, Suite 4

**Springfield**
149 Park Central Square, Room 313