INVITATION FOR BID

IFB NO: 9284                                BUYER: Roderick M. Woolen
TITLE: Medical Equipment                                      PHONE NO: (660) 543-4542

ISSUE DATE: 5/5/2010

SEALED BID MUST BE RECEIVED NO LATER THAN:

| DATE: Thursday, May 20, 2010 |
| TIME: 2:00PM Local Central Time |

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

RETURN SEALED BID (Exhibit A only) 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
CENTRAL RECEIVING
108 W. SOUTH STREET
WARRENSBURG, MO 64093

MEDICAL EQUIPMENT

BIDDERS ARE INVITED TO SUBMIT THEIR BID TO PROVIDE MEDICAL EQUIPMENT 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. BIDDERS ARE ADVISED THAT THE UNIVERSITY MAY MAKE A SINGLE OR MULTIPLE AWARDS ON ITEMS REQUESTED, WHICHEVER IS THE MOST FINANCIALLY ADVANTAGEOUS TO THE UNIVERSITY. 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 Thursday, May 13, 2010. Questions must be faxed to 660-543-8345, attention Buyer of Record.

Buyer of Record: Roderick M. Woolen
UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIALS MANAGEMENT OFFICE

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 not 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)
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 Health Center. 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/](http://www.ucmo.edu/about/)

3. PURPOSE

3.1 The purpose of this IFB is to enter into an agreement to provide medical equipment items.

4. INTENT
4.1 It is the University’s intent to award this contract to one or more firms who will be responsible for providing the items as outlined in Exhibit A, Pricing Page, of this document.

5. ORGANIZATION

5.1 This document, referred to as 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 Exhibit A - Pricing Page

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**
The bidder shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein.

<table>
<thead>
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<th>Qty</th>
<th>Unit</th>
<th>Item/Service</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<td>EA</td>
<td>Welch Allyn Atlas Monitor w/ECG, Nellcor SpO2 and NIBP Item # AD-7000</td>
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<tr>
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<td>EA</td>
<td>Mobile Monitor Stand Item # AD-7010</td>
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<td>EA</td>
<td>Infusion Sets - Paradigm 23” Quick-Set Tubing w/9MM Cannula (10/BX) Item # MNM3921</td>
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<td>6</td>
<td>EA</td>
<td>Hospira Plum A+ Pump Package w/one year warranty, 30 Hospira Plum A IV Tubing, 30 Abbott Secondary IV Tubing, 30 1000mL Sterile Water IV Fluid Item # 06-54-HPPB</td>
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<tr>
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<td>Simulated Medication Dispensing System – Price to include delivery, installation, and training Item # 06-93-MD25</td>
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<td>EA</td>
<td>Physio Control LifePack 12 Defibrillator Item # 01-43-LP12</td>
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</table>
Bid evaluation criteria -
Bidder shall state the following:

1. Payment Terms: __________________________
2. Expected delivery date: ________________________
3. How long prices are firm: _________________________
4. Shipping/Delivery cost: $__________________
5. Educational Discount: $ __________________________
6. Total Cost to include shipping/delivery, minus any discount: $ __________________________
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
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.) 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.

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). 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