



Campus Procurement Services
G5C Campus Support Facility
1201 N. State Street
Rolla, Missouri 65409
Phone: 573-341-4266
Fax: 573-341-4048
E-mail: procure@mst.edu
Internet: <http://procurement.mst.edu/>

NOTICE

RFB # 8357PLA Request for Bids to Furnish and Deliver An Oil Diffusion Pump

Any organization downloading this request for bid/proposal which did not receive a fax or email from Missouri S&T Campus Procurement notifying it of the posting of this request for bids/proposals, must complete this page and immediately fax it to 573-341-4048 or email notification to procure@mst.edu.

By submitting your request to Missouri S&T, your organization is advising Missouri S&T of your interest in this request for bid/proposal and your organization will be notified of the posting of any addenda. These addenda are issued when there is a need to change the specifications or due date/time of the requests.

It is the responsibility of the organization downloading the request for bid/proposal specifications to notify Missouri S&T of interest in this request for bid/proposal and to request notification of addenda. It is also the responsibility of all Bidders to verify if addenda have been issued and to submit all addenda with bid/proposal response prior to the bid/proposal opening date and time.

Name of Organization: _____

Contact Name: _____

Contact Phone Number: _____

Fax number: _____

Email: _____

Note: Organizations are cautioned not to alter the wording of this request for bids / proposals. In the event that changes to the wording do occur, the request for bid / proposal as originally prepared by Missouri S&T shall be considered the record copy and shall be deemed the prevailing document. Responses with changed wording **MAY BE REJECTED.**

Bid/Proposal Request Document Follows

This page is not part of the request for bid/proposal and **MUST** be submitted **IMMEDIATELY** after downloading the request for bid/proposal.

BID REQUEST AND BID

MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY
(Missouri S&T ~ formerly University of Missouri – Rolla)
CAMPUS PROCUREMENT (573)341-4266 (Phone)
G5-C Campus Support Facility (573)341-4048 (Fax)
1201 N. State Street
ROLLA, MO 65409-0070

You are invited to submit bids on the items specified. All bids should be made on this form and shall be subject to the terms and conditions included hereof for furnishing items in quantities and of the description listed below. DELIVERY SHALL BE MADE F.O.B. MISSOURI S&T, ROLLA, MISSOURI, CARRIAGE CHARGES PREPAID.

THIS IS NOT AN ORDER

BID REQUEST NUMBER

Bid # 8357PLA

DATE:

January 26, 2010

BIDS MUST BE RECEIVED BY THE UNIVERSITY AT THE ABOVE ADDRESS NO LATER THAN

DATE AND TIME:

February 9, 2010 @ 2:00 PM Central Time

THE CURATORS OF THE UNIVERSITY OF MISSOURI

PATTI ADAMS, BUYER II
CAMPUS PROCUREMENT
MISSOURI S&T

Item	Quantity	Units	Description	Unit Price	Total
			REQUEST FOR BIDS TO FURNISH AND DELIVER AN OIL DIFFUSION PUMP PER THE FOLLOWING SPECIFICATIONS: PRICES ARE TO INCLUDE SHIPPING/DELIVERY. NOTE: BIDS MAY BE RETURNED VIA FAX TO (573) 341-4048 OR VIA E-MAIL TO PROCURE@MST.EDU. SIGNATURE IS REQUIRED.		

NOTICE TO BIDDERS:

It is requested that all bidders submit with their bid descriptive literature and detailed specifications on the items they propose to furnish. Bids received without descriptive literature and detailed specifications **MAY BE REJECTED**.

In compliance with this bid request and subject to all of the terms and conditions thereon bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein, such items or services to be provided within the number of days indicated after receipt by bidder of University Purchase Order. The terms and conditions on the following page of this Bid Request and Bid are made a part hereof. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time to be compiled from day of delivery and acceptance of items or receipt of correct invoice whichever is later.

DAYS COMPLETION AFTER RECEIPT OF ORDER	DISCOUNT TERMS	TELEPHONE NUMBER	FAX NUMBER	EMAIL
COMPANY / NAME OF BIDDER		STREET ADDRESS OF BIDDER	CITY, STATE	ZIP
BY (SIGNATURE)	PRINTED OR TYPED NAME OF SIGNATORY	TITLE	DATE	

UNSIGNED BIDS MAY BE CONSIDERED NONRESPONSIVE

RETURN ONE SIGNED COPY AS YOUR BID

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by the University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation in regard to the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, he may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanations or interpretation of the proposed documents.
2. The University reserves the right to reject any and all bids and to waive any informality in bids.
3. Whenever the name of a manufacturer or vendor is mentioned on the face hereon and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". The University assumes that items bid as equal are equal. The University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and vendor agrees to replace such items with satisfactory items at the original bid price.
4. All items bid shall be new unless otherwise specified by the University.
5. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
6. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the vendor proposes to furnish an item of a different manufacturer or vendor other than the one specified on the face hereof, the manufacturer or vendor of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
8. Prices quoted are to be firm and final and prices shall be stated in units of quantity specified with packing and drayage charges included.
9. Shipments shall be marked as directed on the Purchase Order.
10. C.O.D. shipments will not be accepted. All shipping charges must be PREPAID. No packing or drayage charges will be allowed.
11. The University will not be responsible for articles or services furnished without a Purchase Order.
12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the vendor.
13. All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered in duplicate and contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
14. Vendor agrees to defend, protect and save the University harmless from all claims and actions arising out of patent infringement.
15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Vendor shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or is an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.
18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the Manager of Campus Procurement shall be final and binding upon both parties.
19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration relevant factors, including but not limited to the skill, facilities, capacity, cost of and compatibility with existing systems and operations when major changes of practice would be required, experience, ability, responsibility, previous work, the financial standing of the bidder(s); the amount of other work being carried on by the bidder; the quality, efficiency, and construction of equipment proposed to be furnished; the period of time within which the equipment or service is to be provided, and necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
21. In the event that time and materials are a portion of this bid, the University reserves the right to audit vendor's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder the bidder must notify the Campus Purchasing Director, immediately by certified mail, return receipt requested.
23. The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L.95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. If this Bid Request and the University Purchase Order issued thereon involves health care services or products, the vendor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to vendor with regard to patients of the University. All services provided pursuant to this Purchase Order shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration. Vendor represents that vendor is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Vendor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
25. Debarment and Suspension Certification - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

NOTICE TO BIDDERS

Missouri University of Science and Technology (Missouri S&T), formerly University of Missouri-Rolla, requests bids to FURNISH AND DELIVER AN OIL DIFFUSION PUMP RFB # 8357PLA, which will be received by the undersigned at the Office of the Manager, Campus Procurement Services, G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070 until 2:00 pm, Central Time February 9, 2010. Bids will be opened and identified starting at 2:05 p.m., Central Time.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained from Campus Procurement Services at G5C Campus Support Facility, 1201 North State Street, Rolla, Missouri, 65409-0070, by phoning 573-341-4266, or online at <http://procurement.mst.edu/bids.html>.

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

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: **Patti Adams, Buyer II**
Campus Procurement Services

**** PLEASE INCLUDE WITH PAGE WITH BID RESPONSE ****

For WBE/MBE Reporting Purposes Only: Minority Business Type (Optional) (A minority business is defined as an organization in which 51% of the ownership interest, stock, or otherwise, is owned by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment of minority persons.) Check the appropriate box. ☐ African-American ☐ Hispanic / Latino ☐ Asian Pacific ☐ Native American ☐ Asian Indian ☐ Other (please specify) _____	Missouri Firm? ☐ Yes ☐ No Woman Owned Business? ☐ Yes ☐ No Can you provide Second-Tier Reporting? ☐ Yes ☐ No
---	--

Dated: January 26, 2010

		Compliance Checklist		
GENERAL TERMS AND CONDITIONS		Meets or Exceeds	Does Not Meet	
A.	Delivery must be within two (2) weeks after receipt of order and must be F.O.B. Rolla, MO (domestic) / D.D.P. Rolla, MO (International). Earlier delivery is preferred if available.			
B.	All bids are to be submitted on the basis of payment by University check, terms Net 30. Payment shall be made within thirty (30) days after receipt of item, acceptance of item, and receipt of invoice, rendered in duplicate to the address listed on the purchase order. Acceptance of items will be upon verification that all items provided meet or exceed the specification of this bid. The University may withhold payment or make deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of products/services furnished hereunder. Any different payment terms desired by bidder must be clearly stated and may or may not be accepted by the University. A payment schedule may be negotiated with the successful bidder. If prepayment is required, the Successful Bidder may be required to provide a performance bond or irrevocable letter of credit at no cost to the University for the full amount of prepayment.			
C.	Prices listed on Bid Form must be all inclusive, including but not limited to, shipping and delivery. Delivery is to be F.O.B. Rolla, Missouri if shipped from within the United States. If items are imported, delivery is to be D.D.P. Rolla, MO and the price is to include all costs, including but not limited to customs, duties, taxes, costs for carriage and transshipment, and delivery to Rolla, MO. Bidder is responsible for all risks and costs and providing all documentation as required for importing. Contact information for a customs broker accustomed to working with the university is available upon request. Bidder is responsible for any / all costs of customs broker.			
D.	If item bid is a brand/model other than specified, Bidder must include documentation to show specifications listed below are met or exceeded by brand/model bid. Bid responses received without documentation MAY BE REJECTED.			
E.	If Bidder has additional terms and condition which must be considered, a copy of the additional terms and conditions must be included with bid response. The terms and conditions must not be in conflict with any terms and conditions or specifications as listed in this request for bids. The request for bids is the controlling agreement with any additional terms submitted being supplementary. Terms submitted will be reviewed by the University's General Counsel. Both parties must reach agreement on terms and conditions prior to award of a contract. If both parties cannot reach mutual agreement upon terms and conditions, the response may be rejected and the award made to the next low bidder.			
DETAILED SPECIFICATIONS				
BID BASIS 1 Qty 1 NEW Oil Diffusion Pump Must be a Varian NHS35 Oil Diffusion Pump or an approved equal that must either meet or exceed the following specifications below.				
A.	The vacuum pump must include:			
	1. Five-stage stainless steel fractionating jet purifies fluid			
	2. High tolerable forepressure			
	3. Full thermal protection			
	4. Sight glass for immediate inspection of fluid level			
	5. Foreline baffle prevents fluid loss to backing system			
	6. Standard gauge port (NW-25) below inlet flange must be included.			
B.	Oil Diffusion Pump must be new			
C.	Must include an owner's manual			

D.	Must include a minimum one (1) year warranty				
BID BASIS 2 Qty 1 REBUILT or REMANUFACTURED Oil Diffusion Pump Must be a Varian NHS35 Oil Diffusion Pump or an approved equal that must either meet or exceed the following specifications below.					
A.	The specifications must either meet or exceed Detailed Specification "A" above with the following addition:				
B.	Oil Diffusion Pump must be in working condition and must not have a manufacture date before 1995				

BID FORM

Pricing must include all shipping/delivery costs and must be F.O.B. (Domestic) / D.D.P. (International) Rolla, MO

BID BASIS 1

NEW Oil Diffusion Pump

Qty 1

Must be a Varian NHS35 Oil Diffusion Pump or an approved equal

List Brand/Model bid: _____

Serial Number: _____

\$_____ **TOTAL F.O.B. (Domestic) / D.D.P. (International) Rolla, MO**

BID BASIS 2

REBUILT or REMANUFACTURED Oil Diffusion Pump

Qty 1

Must be a Varian NHS35 Oil Diffusion Pump or an approved equal

List Brand/Model bid: _____

Serial Number: _____

List Date of Manufacture: _____

\$_____ **TOTAL F.O.B. (Domestic) / D.D.P. (International) Rolla, MO**

Optional Warranty:

The University reserves the right to purchase or not to purchase the following warranty. Pricing for warranty is for informational purposes only.

If warranty is available for rebuilt or remanufactured pump (Bid Basis 2), please clearly state in bid response and include additional cost, if any, below.

\$_____