

UNIVERSITY OF MISSOURI/MOREnet INSTRUCTIONS TO RESPONDENTS

- “University” shall refer to The Curators of the University of Missouri.
- “Respondent” refers to the organization that is interested in or responds to this Solicitation.
- “Supplier” shall mean the successful Respondent(s) awarded a Contract as a result of this Solicitation.
- “Solicitation” shall mean the Request for Quotation, Request for Qualification, Request for Bids, Request for Proposal, or other competitive procurement process for which Respondent is submitting a response.
- “Contract” shall mean the contract awarded pursuant to this Solicitation.

1. **Solicitation Document:** Respondents are expected to examine the complete Solicitation document and all attachments including, but not limited to, drawings, specifications, and instructions. Failure to do so is at Respondents’ risk. It is Respondents’ responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the Solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the Solicitation to a single source.

Any and all communications from Respondents regarding specifications, requirements, or the Solicitation process should be directed to the University buyer of record referenced.

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

2. **Preparation of Solicitations:** All Solicitation responses must be submitted in the format as specified in the listed attributes or attached detailed specifications. To receive consideration, Solicitation responses must be received prior to the due date and time stated.

Unless otherwise specifically stated in the Solicitation, all specifications and requirements constitute minimum requirements. All Solicitation responses must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the Solicitation clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Solicitation, all pricing submitted in response to this Solicitation is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Line-Item tab, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at Supplier’s expense, all items that are furnished which are not acceptable as equals to items specified and Supplier agrees to replace such items with satisfactory items at the original proposed price.

Time will be of the essence for any orders placed as a result of this Solicitation. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified

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by the Suppliers response and accepted by the University. Unless otherwise specified in the listed attributes or detailed specifications, pricing shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed. Risk of loss damage to the goods prior to the time of their receipt and acceptance by the University is upon the Supplier.

3. **Submission of Solicitation:** Respondent shall furnish information required by the Solicitation in the form requested. All Solicitation responses shall be submitted by a duly authorized representative of Respondent's organization.

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

If Respondent provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, Respondent understands and agrees that it is voluntarily choosing to seek a contract with an entity of the State of Missouri and providing such information for that purpose. University will treat such personal information in accordance with §105.1500, RSMo.

4. **Withdrawal and Resubmission of Solicitation Response:** Prior to the date and time designated for receipt of Solicitation response, Respondent may withdraw their response by retracting their response in UMSystem Bids. Such retraction should be complete prior to the designated date and time for receipt of submission. Respondent may resubmit a withdrawn response up to the time designated for receipt of Solicitation response provided the resubmitted response complies with the Solicitation document. Respondent may not withdraw its response for a period of ninety calendar days after the time designated for receipt of Solicitation responses, unless the response contains an obvious and documented error for which it would be a manifest injustice to require Supplier to perform pursuant to such terms.
5. **Open Records & Confidentiality:** All submissions, information, and materials received by the University in connection with a Solicitation response shall be deemed open records pursuant to 610.021 RSMo. If Respondent believes any of the information contained in Respondent's response is exempt from 610.021 RSMo, Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.
6. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the University before Contract award. Upon discovering an apparent clerical error, the University shall contact Respondent and request clarification of the intended submission. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of Respondent's response in order to verify the intent. Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the Solicitation and whose submission is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of Respondent to perform as required; whether Respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of Respondent; the quality of past performance by Respondent; the

previous and existing compliance by Respondent with related laws and regulations; the sufficiency of Respondent's financial resources; the availability, quality and adaptability of Respondent's equipment, supplies and/or services to the required use; the ability of Respondent to provide future maintenance, service and parts.

The University reserves the right to make multiple awards, to accept or reject any or all responses, and to waive any technicality or informality in response to the Solicitation at the University's sole discretion.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record. In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President of Management Services, UM System shall be final and binding upon all parties.

- 7. Contract Award and Assignment:** The successful Respondent(s) shall enter into a Contract with the University in a form approved by the University. The Contract Documents shall include, unless otherwise specified in the resulting Contract, the Advertisement for Solicitation, Specifications and Addenda, Exhibits, Solicitation Form and Terms and Conditions, Form of Contract, Letter of Award, and Form of Performance Bond, if required.
- 8. Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered, but they will not be considered in determination of award unless specifically stated in the line attributes or attached Detailed Specifications. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages Respondents to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Respondents who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

- 9. Service-Disabled Veteran Business Enterprise (SDVE) or Honorably Discharged Veteran-Owned Enterprise (HDVE) Preference (for Request for Proposals):** In accordance with sections 34.069 and 34.074, RSMo, the Supplier should secure participation of qualified service-disabled veteran business enterprises (SDVE) and/or honorably discharged veteran-owned enterprises (HDVE) in providing the products/services required herein. A three (3)-point bonus preference shall be granted to Suppliers who are a qualified SDVE or HDVE or that provide at least three percent (3%) SDVE or HDVE participation of the total contract value through the use of qualified SDVE or HDVE subcontractors or suppliers. An HDVE that receives bonus points under this section shall not receive bonus points as an SDVE, and an SDVE that receives bonus points under this section shall not receive bonus points as an HDVE.

In order to be considered a qualified SDVE or HDVE, the SDVE or HDVE must be certified by the State of Missouri, Office of Administration by the proposal opening date (date the proposal is due). The University will not accept certification from entities other than the State of Missouri, Office of Administration.

SDVE means a business that meets the requirements in section 34.074, RSMo, and HDVE means a business that meets the requirement in section 34.069, RSMo and the implementing regulations of the State of Missouri, Office of Administration: doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent; having not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or honorably discharged veterans (HDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs or HDVs; having the management and daily business operations controlled by one (1) or more SDVs or

HDVs; and the SDV or HDV possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

The services performed or the products provided by the SDVE and/or HDVE must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. If the Supplier uses the services performed or the products provided by the SDVE and/or HDVE, to any extent, in the Supplier's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.