

# BID REQUEST AND BID

UNIVERSITY OF MISSOURI-ST. LOUIS  
 Campus Procurement  
 209 Woods Hall  
 One University Boulevard  
 St. Louis, Missouri 63121-4400  
 (314) 516-5366

You are invited to submit bids on the items specified. All bids must be made on this form and shall be subject to the terms and conditions attached hereof for furnishing items in quantities and of the description listed below.

Delivery must be F.O.B. University of Missouri-St. Louis, St. Louis, MO, carriage charges prepaid.

## THIS IS NOT AN ORDER

BID REQUEST NUMBER	3740
DATED	September 24, 2007

**BIDS MUST BE RECEIVED BY UNIVERSITY AT THE ABOVE ADDRESS NOT LATER THAN**

DATE AND TIME	October 8, 2007 2:00 PM CSDT
---------------	------------------------------

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By \_\_\_\_\_  
 Manager Campus Procurement  
 University of Missouri-St. Louis

Item	Quantity	Units	Description	Unit Price	Total Price
			FURNISH AND DELIVER:  Used 2000 or newer Sport Utility Vehicle or Full sized Extended-cab Pick-up Truck  AS PER THE ATTACHED SPECIFICATIONS.		
<b>BID QUOTATION CANNOT                      BE RETURNED BY FAX</b>					

**Bids must be completed on this form and must be signed. Bids not in compliance with the above may be deemed non-responsive.**

**Bids are to be contained in sealed envelopes plainly marked as to the Bid Request Number, due Date and Time, and addressed to Campus Procurement, University of Missouri-St. Louis, 209 Woods Hall, One University Boulevard, St. Louis, MO 63121-4400.**

It is requested that all bidders submit with their bids descriptive literature and detailed specifications on 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 hereon bidder offers and agrees to furnish and deliver to the University the items upon which prices are quoted herein such items to be delivered to the University with the number of days indicated after receipt by bidder of University Purchase Order. The terms and conditions following this BID REQUEST AND BID are made a part hereof.

**Discount of 2%-15 days; Net 30 days unless otherwise stated below will be given University for prompt payment. Discount time to be compiled from day of delivery and acceptance of the items or receipt of correct invoice whichever is later.**

**Bid firm for 60 days unless otherwise noted.**

Federal Tax I.D. Number		Days Delivery After Receipt Of Order		Discount Terms If Other Than 2%-15; Net 30	
Name of Bidder		Address of Bidder		City/State	Zip Code
Bidder's Telephone Number	Bid Dated	By (Signature Of Authorized Agent)		Title	

**UNSIGNED BIDS MAY BE CONSIDERED NON-RESPONSIVE**

**RETURN ONE COPY AS YOUR BID**

## BID REQUEST AND BID CONDITIONS

### THIS IS NOT AN ORDER

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 Campus Purchasing Director 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.

Furnish and Deliver Used 2000 or newer Sport Utility Vehicle or Full sized Extended-cab Pick-up Truck as per the following specifications.

**GENERAL**

Supply and deliver (1) one used, fully functional Sport Utility Vehicle (SUV) or extended-cab pickup truck. Bidder MUST supply a complete description of vehicle proposed with detailed specifications. The vehicle SHALL come equipped, at a minimum, per the following specifications. The proposed vehicle SHALL be delivered within 1 week of issued purchase order.

**QUALIFICATIONS**

The proposed vendor must have a proven background in providing the equipment specified. The vendor must provide service and be within 50 miles of this Campus. Each bidder must, at the University's request, provide demonstration of the vehicle proposed.

**MINIMUM SPECIFICATIONS**

Model considerations are: Ford Explorer XLT, Excursion, Chevrolet Suburban, Jeep Grand Cherokee, Toyota 4Runner, GMC Jimmy, GMC, Yukon, Nissan Pathfinder, Xterra or other similar models. Potential pick-up trucks: Ford F-150/250, GMC Sierra, Dodge Ram, Chevrolet Silverado or similar models.

- Four doors (required if SUV, preferred if pick-up)
- Power windows/steering/brakes/locks
- Air conditioning
- Cruise control
- AM/FM CD player
- Adjustable steering wheel
- 4 wheel ABS
- Alternative fuel option available
- Three (3) sets of keys (and remotes, if applicable, already programmed)
- Neutral color (outside preferred)

**POWERTRAIN**

- Engine: minimum 4.0 liter 6 cylinder engine
- Transmission: Automatic
- Drive train: 4-Wheel Drive

**WARRANTY**

Balance of factory warranty, if still applicable, or other applicable dealer warranty appropriate to used vehicle.

Vendor to provide University with valid MO State Inspection and valid MO Emissions inspection compliance certificate, less than 60 days old.

Vendor to make proposed vehicle available for inspection/test drive prior to bid acceptance.

**PREFERENCES**

2000 model or newer

---

Low mileage  
 Fold-down 3rd row rear passenger seat (if SUV)  
 Roof-top cargo rack (if SUV)  
 Roomy rear passenger/crew cab (if pick-up)  
 Secure, locking top or shell cover over pick-up bed

All-terrain tires  
 Keyless entry  
 Full size spare  
 Tinted windows/privacy glass  
 Rear A/C

GENERAL CONDITIONS – VEHICLES

Any items not specified above are to be the standard items of the equipment specified. If exceptions are taken to any of the requirements such exceptions are to be clearly indicated.

Vehicles must meet or exceed the minimum specifications as stated.

Quoted price to include Missouri State Inspection.

Please quote less Federal Excise Tax and Sales Tax. University of Missouri Federal Excise Tax #43-750116F.

Application for title and Manufacturer’s Statement of origin must be provided to University at time the vehicle is delivered.

Application for Title should be made to:

The Curators of the University of Missouri  
 8001 Natural Bridge Road  
 St. Louis, MO 63121-4499

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1	ea	Used 2000 or newer Sport Utility Vehicle or Extended-Cab Pickup Truck.	\$ _____	\$ _____

Bidder to State Brand and Model offered:

\_\_\_\_\_

\_\_\_\_\_

Bidder to state all Warranties offered:

\_\_\_\_\_

\_\_\_\_\_

Total Cost F.O.B. University of Missouri-St. Louis \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**QUESTIONS:**

**QUESTIONS REGARDING THIS BID SHOULD BE EMAILED TO TANJELA BROOKS AT:  
tangie\_brooks@umsl.edu**