

**BID REQUEST NO.: 18-6008-LL-C STRATEGIC SOURCING SPECIALIST: Leyanna Long**

**TITLE: CAT6A Wire, Patch Panels and Jacks PHONE NO.: (573) 884-3228**

**ISSUE DATE: May 10, 2018 E-MAIL: Longlk@umsystem.edu**

**RETURN BID NO LATER THAN: May 24, 2018 AT 2:00 PM CENTRAL TIME**

**MAILING INSTRUCTIONS:** Print or type **Bid Request No.** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in UM System Supply Chain Office (2910 LeMone Industrial Blvd) by the return date and time.

**RETURN BID TO: UM System Supply Chain**

 **2910 LeMone Industrial Blvd**

 **Columbia, MO 65201**

You are invited to submit bids on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions on the reverse side hereof for furnishing items or services of the description listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

In compliance with this bid request and subject to all of the terms and conditions thereon, bidder offers and agrees to furnish or 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. Only cash discounts having a period of thirty (30) days or more will be taken into account in determining the lowest bid. Discount time is compiled from day of delivery and acceptance of items or services or receipt of correct invoice, whichever is later.

The bidder further agrees that the language of this bid document shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

**SIGNATURE REQUIRED**

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| **DOING BUSINESS AS (DBA) NAME**      |  | **LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.**      |
| **MAILING ADDRESS**      | **IRS FORM 1099 MAILING ADDRESS**      |
| **CITY, STATE, ZIP CODE**      | **CITY, STATE, ZIP CODE**      |

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| **CONTACT PERSON**      | **EMAIL ADDRESS**      |
| **PHONE NUMBER**      | **FAX NUMBER**      |
| **TAXPAYER ID NUMBER (TIN)**      |  **TAXPAYER ID (TIN) TYPE (CHECK ONE)** \_\_\_ FEIN \_\_\_ SSN | **VENDOR NUMBER (IF KNOWN)**      |
| **VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.)** \_\_\_ Corporation \_\_\_ Individual \_\_\_ State/Local Government \_\_\_ Partnership \_\_\_ Sole Proprietor \_\_\_Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **AUTHORIZED SIGNATURE** | **DATE**      |
| **PRINTED NAME**      | **TITLE**      |

**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 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 explanation or interpretations 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". University assumes that items bid as equal are equal. 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 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 UM Chief Procurement Officer 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 the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the 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 his 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 Manager, immediately by certified mail, return receipt requested.

23. The University serves from time to time as 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. The Curators of the University of Missouri have adopted a policy which is binding upon all employees and departments of the University, and which by contract shall be binding upon independent contractors and subcontractors with the University, whereby all other things being equal, and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair and purchase contracts, to all products, commodities, materials, supplies and articles mined, grown, produced and manufactured in marketable quantity in the State of Missouri and to all firms, corporations or individuals doing business as Missouri, firms, corporations, or individuals. By virtue of the foregoing policy, preferences will be given to materials, products, supplies, or provisions, and all other articles produced, manufactured, mined or grown within the State of Missouri, and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Each bidder submitting a proposal agrees to comply with and be bound by the foregoing policy.

The Division of Information Technology at the University of Missouri requests bids for the Furnishing and Delivery of CAT6A cable and accessories as described herein.

**CONTRACT PERIOD AND RENEWAL**:

 The initial contract shall be for the period of July 1, 2018 through June 30, 2019. The University reserves the right to automatically renew the contract with the successful bidder(s) for three (3) additional one (1) year periods.

**AWARD:**

The University reserves the right to award on an “all-or-none” or line item basis.

**PRICING:**

Pricing shall remain firm for 180 days. The University will accept decreases at any time. Price increases and justifications for the increases must be submitted in writing to the University at least 30 days prior to the increase. The University reserves the right to reject the increase and reserves the right to obtain “like or similar” products of this or other manufacturers, exclusive of the contract, when use of such products is deemed to be in the best interest of the University.

**DELIVERY:**

All items shall be delivered FOB Destination to the following address with all freight charges thereto fully included and prepaid. The seller bears and pays the freight charges.

Regina Rudkin, AM, FMC

University of Missouri

General Services Building, Room 172E

Columbia, MO 65201

Time is of the essence and delivery date may be taken in to consideration during the award process. The bidder shall indicate below how many calendar days after placement of the order delivery will be made.

\_\_\_\_\_ Calendar days

**QUANTITIES:**

The quantities specified represent the estimated total amount to be ordered for each item and as such do not constitute a guarantee to purchase by the University. The University reserves the right to increase or decrease the quantities as needed. No minimum order shall be required.

**SUBSTITUTIONS:**

No substitutions shall be allowed for any of the equipment listed below.

**WARRANTY:**

The bidder shall note any applicable warranty information for each piece of equipment or supply on the attached pricing pages.

**INVOICES:**

All invoices must be mailed, in duplicate, to the following address:

University of Missouri - Accounting Services

Jesse Hall, Rm 00325

801 Conley Ave

Columbia, MO 65211

**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 15 after the date of invoice. Payment terms associated with settlement by check will be considered to 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 Detailed Specifications and Special Conditions. 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. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred. 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.

**BID FORM PRICING:**

The pricing provided on the following Bid Form must include all costs associated with the furnishing and delivery of the equipment as stated in the specifications. In the event of discrepancy between the unit price quoted below and the total cost, the unit price shall govern.

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| Item Code | Description | Manufacturer Part Number | Quantity | Unit Price  | Extended Total  |
| WRE12500 | Mohawk CAT6A Yellow Wire | Reel In the Box-M59148RB | 700,000 |   |   |
| JCK11530 | Commscope CAT6A Yellow Jacks | 760 092 387 | 5,000 |   |   |
| PTC11707 | Panduit Angled Voice Panel | DPA245E88TV25 | 100 |   |   |
| PTC11722 | Panduit CAT6A Angled Patch Panel 48 Port | DPA486X88TGY | 150 |   |   |