



**BID REQUEST NO.:** 19-6012-LL-C  
**TITLE:** Telecommunications Parts & Supplies  
**ISSUE DATE:** January 29, 2019

**STRATEGIC SOURCING SPECIALIST:** Leyanna Long  
**PHONE NO.:** (573) 884-3228  
**E-MAIL:** Longlk@umsystem.edu

**RETURN BID NO LATER THAN:** February 15, 2019 AT 2:00 PM CENTRAL TIME

**MAILING INSTRUCTIONS:** Due to the short timeline of this bid, submission will be accepted by email. Vendors may email their Bid Responses Form along with their Excel Pricing Pages to [longlk@umsystem.edu](mailto:longlk@umsystem.edu) no later than Tuesday, February 15, 2019 at 2:00 pm CST.

**RETURN BID TO:** UM System Supply Chain  
**ATTN:** Leyanna Long  
**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**

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

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN
VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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 **University of Missouri – Division of IT** requests bids for the furnishing and delivery of **Telecommunications Parts and Supplies** as described herein.

**AWARD:**

Award shall be made on a line by line basis or to the lowest total bidder combined, whichever is in the best interest of the University, as solely determined by the University. The successful bidder will be awarded a Term contract for a one-year period with three (3) 1-year renewal options.

**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.

University of Missouri  
1400 Rock Quarry Rd  
Rock Quarry Center Rm Q012  
Columbia MO 65201

**The bidder shall indicate below how many calendar days after placement of the order delivery will be made.**

\_\_\_\_\_ calendar days

**WARRANTY:**

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

**INVOICES:**

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

University of Missouri  
1400 Rock Quarry Rd  
Rock Quarry Center Rm Q012  
Columbia MO 65201

**PAYMENT:**

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.

## GENERAL SPECIFICATIONS:

- Quantities listed are estimates only to be used in the next year. The University reserves the right to increase or decrease quantities.
- No minimum order requirements.
- Prices must remain firm for 180 days. The University will accept decreases at any time. Price increases and justifications for the increases must be submitted to the University at least 30 days in writing prior to the increase. The University reserves the right to accept the increase or reject and purchase the item(s) utilizing another contract.
- All Multi Mode fiber is 62.5 Orange and 50UM will be aqua in color and stated that way. Fiber patch cords must contain Corning fiber and Corning connectors.
- If any part numbers provided herein are obsolete, please provide the replacement part number.
- No Substitution on Commscope or Corning products.
- Time of Delivery could also be a factor in the award of this bid.

## PRICING PAGES

The prices on the attached pricing sheets must include all costs as stated in the specifications. Bidders shall submit firm fixed prices without caveats, conditions or qualifications. The successful Contractor will invoice and the University will pay only the amount offered in this bid. Surcharges, fees or any additional costs not covered in this bid are deemed non-applicable and will not be paid. In the event the unit prices quoted on the attached sheets and the total cost, the unit price shall govern.

Pricing Pages may be found at the University of Missouri Procurement Web-Site (<http://www.umsystem.edu/ums/fa/procurement/bids>), under 19-6012-LL-Cpp Pricing Pages.

**ATTACHMENT A  
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
  
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - Supplier's Total Revenues: \$10,000,000
  - Revenues from University \$: \$ 4,000,000
  - University % of Total Revenues: 40% (#2 divided by #1)
  - Total MBE Dollars \$: \$ 150,000
  - Total WBE Dollars \$: \$ 150,000
  - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): \_\_\_\_\_

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2. What percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

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3. Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

**ATTACHMENT B  
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN:  Yes  No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE):  Yes  No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh  (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.  (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.  (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.  (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.  (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE  Yes  No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE  Yes  No

MISSOURI FIRM:  Yes  No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

- Manufacturer \_\_\_\_\_ (M)
- Distributor/Wholesaler \_\_\_\_\_ (D)
- Manufacturer's Representative \_\_\_\_\_ (F)
- Service \_\_\_\_\_ (S)
- Retail \_\_\_\_\_ (R)
- Contractor \_\_\_\_\_ (C)
- Other \_\_\_\_\_ (O)

SOLE PROPRIETORSHIP: \_\_\_\_\_ Yes \_\_\_\_\_ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

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Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: \_\_\_\_\_

Date: \_\_\_\_\_