

REQUEST FOR BID
FOR
ACADEMIC LARGE ACCOUNT RESELLER (LAR) SERVICES
FOR FURNISHING AND DELIVERY OF
SOFTWARE PRODUCTS AND MAINTENANCE THROUGH THE
MICROSOFT ACADEMIC SELECT AGREEMENT AND STUDENT
SELECT LICENSE AGREEMENT
OR
CAMPUS AGREEMENT SUBSCRIPTION
TO
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI
RFB #Q060608
RFB OPENING DATE: June 6, 2008
TIME: 2:05 P.M., C.D.T.

Prepared by: Peggy Quisenberry, Commodity Specialist

UM Procurement Services
University of Missouri System
1105 Carrie Francke Drive
Columbia, Missouri 65211

Dated: May 9, 2008

ADVERTISEMENT FOR BIDS

The University of Missouri System requests bids for FURNISHING AND DELIVERY OF ACADEMIC LARGE ACCOUNT RESELLER (LAR) Services FOR FURNISHING AND DELIVERY OF SOFTWARE PRODUCTS AND MAINTENANCE THROUGH THE MICROSOFT ACADEMIC SELECT AGREEMENT AND STUDENT SELECT LICENSE AGREEMENT OR CAMPUS AGREEMENT SUBSCRIPTION which will be received by the undersigned at UM PROCUREMENT SERVICES, 1105 CARRIE FRANCKE DRIVE, COLUMBIA, MO 65211 ATTN: PEGGY QUISENBERRY, COMMODITY SPECIALIST until 2:00 p.m., CDT, June 6, 2008. Bids will be opened and identified starting at 2:05 p.m., CDT.

Specifications and the conditions of bid together with the printed form on which bids must be made may be obtained in one of 2 ways:

1. An electronic copy of bid specifications may be obtained from the following Internet web site address:

http://www.umsystem.edu/ums/departments/fa/management/procurement/bids/listview_Bids.php

2. A paper copy of bid specifications may be requested from Peggy Quisenberry, Commodity Specialist, UM Procurement Services, 1105 Carrie Francke Drive, Columbia, MO 65211; 573-882-9215 or email: quisenberryp@umsystem.edu.

It will be the potential respondent's responsibility to respond to the RFB in the following manner. The respondent must return their response to the RFB found at the above web address along with five (5) copies of their response in paper format, i.e. one original and 5 copies, as a sealed bid. **Additionally, respondents may also provide an electronic version of their bid response on a CD included with the sealed response.**

The web address should be checked routinely until the opening for any addendum that may be issued. In the event a respondent chooses to use this version of the bid specification, the bidder should only complete the bid information. Any modification by the bidder of the specifications provided will be ignored, and the original working of the bid specification shall be the prevailing document. The University reserves the right to waive any informality in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI
By: Peggy Quisenberry, Commodity Specialist

Dated: May 9, 2008

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of

government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals of 7% for MBEs and 3% for WBEs of the total value of contracts for goods and services.

The University expects participation in contracts for goods and services by firms that are certified as Minority and Women Business Enterprises (M/WBEs). This may either be by the primary contractor being a qualified M/WBE or by the utilization of M/WBE suppliers by the primary contractor (second tier purchases). Contractors are required to make a "best effort" in support of the University's policy and documentation demonstrating this effort is required. Upon request of the University, the contractor shall provide semi-annual or annual reports of the financial participation of M/WBEs, either as the primary contractor or as second tier purchases. The report shall include the name(s) and address (es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization."

8. **Applicable Laws and Regulations:** 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.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor

agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract 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.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

B. INSTRUCTIONS TO BIDDERS

1. **Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a bid. Regardless of any modification to these terms and conditions that may appear in the submitted bid, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the bid.

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

Preparation of Bids: All bids must be submitted, in 6 copies, on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "BID FOR FURNISHING AND DELIVERY OF ACADEMIC LARGE ACCOUNT RESELLER (LAR) Services FOR FURNISHING AND

DELIVERY OF SOFTWARE PRODUCTS AND MAINTENANCE THROUGH THE MICROSOFT ACADEMIC SELECT AGREEMENT AND STUDENT SELECT LICENSE AGREEMENT OR CAMPUS AGREEMENT SUBSCRIPTION " and addressed, mailed and/or delivered to UM Procurement Services, 1105 Carrie Francke Drive, Room 108H, Columbia, Missouri 65211, Attn: Peggy Quisenberry.

To receive consideration, bids must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Additionally bidders may also provide an electronic version of their bid response on a CD included with the sealed bid.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. All bids 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 RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB 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. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids 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 bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. 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 by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

2. **Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid 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) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supercedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder'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.

3. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder 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 bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

4. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Advertisement for Bids, Specifications and Addenda, Exhibits, Bid Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

5. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages

resulting therefrom, as well as from such termination, shall not be affected by any such termination.

6. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
7. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

8. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. 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. 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.
9. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

11. 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).

DETAILED TERMS, CONDITIONS AND SPECIFICATIONS

Background:

The University of Missouri System is a four-campus institution, governed by the Curators of the University of Missouri System (UMS). System Administrative offices are located in Columbia. UMS includes the campuses of the University of Missouri-Columbia, University of Missouri-Kansas City, University of Missouri-Rolla, and the University of Missouri-St. Louis. The University's medical facilities include Hospitals and Clinics located in Columbia, a hospital in Mt. Vernon, Missouri, and numerous clinics in the mid-state area. The University of Missouri System also includes University Outreach/Cooperative Extension Offices located in Missouri counties, and the Missouri Research and Education Network (MOREnet).

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions is at the discretion of bidders and shall not be considered in the award of this contract.

The contractor shall further understand and agree that participation by other higher education institutions is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

Historically, the University of Missouri has had purchasing agreements in place with an Academic Large Account Reseller (LAR) to provide Microsoft software licenses, media, and maintenance services under the then current Microsoft Academic Select agreement. During this past year licenses have been purchased under the Microsoft Academic Select 6.0 agreement that is due to expire September, 2008. During this contract year, the University has purchased approximately \$175,000 from our current LAR. The manufacturer's reference stated herein is to set certain standards of quality.

There are also campuses of the University of Missouri System who may choose the subscription licensing, Campus Agreement subscription, for their needs. This will allow them to stay current on technology and decrease administration because it would eliminate the need to track licenses for the selected products on every computer.

The Microsoft software licenses, media, and maintenance products specified in the bid form will be ordered on an as-called-for basis, in any quantity, and may be acquired from any location within the University System.

The successful bidder must be authorized by Microsoft as an Academic Large Account Reseller (LAR) for MS Academic Select 6.0 and Campus Agreement subscription and be willing to provide proof of authorization as of September 2008, if requested by the

University. The successful bidder will be responsible also for delivery of all products requested in this bid, whether or not the bidder is the manufacturer or producer of them. Further, the University will consider the selected bidder to be the sole point of contact with regard to contractual matters, including delivery, warranty, and payment of any and all charges resulting from the purchase of products specified in this bid.

A primary contractor will be determined for the entire Microsoft software licenses, media and services available under the Academic Select 6.0 agreement. In the event the manufacturer releases a new product, that product may be covered under the terms of this contract. The University reserves the right, at its discretion, to accept or reject a newly released product as part of the manufacturer, Microsoft's family of products.

The successful contractor who wishes to add new products to the product line approved under the terms and conditions of this RFB, must submit a written request to the UM Procurement Services, ATTN: Peggy Quisenberry, Commodity Specialist, 1105 Carrie Francke Drive, University of Missouri System, Columbia, MO 65211.

The University intends to use the selected vendor for as much of its purchasing needs for Microsoft software licenses, media and documentation as possible while reserving the right to obtain **Academic Large Account Reseller (LAR) Services** from other LAR(s). The University also reserves the right to choose the bid that, in its judgment, best meets its needs. All products must be available, or publicly announced with an available ship date, at the time the contractor's bid is submitted.

Detailed Specifications, Terms and Conditions:

THESE TERMS AND CONDITIONS ARE SUPPLEMENT TO THE BID REQUEST SECTION, "INFORMATION FOR BIDDERS AND GENERAL CONDITIONS", LISTED PREVIOUSLY IN THE BID REQUEST AND THOSE THAT FOLLOW IN THE ATTACHED BID FORM.

1. THIS BID WILL BE AWARDED ON AN ALL-OR-NONE BASIS FOR Academic Large Account Reseller(s) Services and The Campus Agreement Subscription. The University will award to only one (1) LAR for both the Academic Select 6.0 and the Campus Agreement subscription.

2. The term of contract will be three years commencing from date of award (September 2008). The University shall have the right, at its sole option, to renew the contract for 1 additional three-year period. Contractor shall be notified of renewal thirty 30-days prior to expiration of an existing contract period.

3. The University has requested in the Bid Form that bidders respond with unit licensing prices for various Microsoft software licenses available through Microsoft's Academic Select 6.0 agreement and tiered pricing for non-perpetual licenses for desktop and CAL products covering all institution computers based on the number of faculty/staff FTE under the campus agreement subscription Contract unit prices for licenses, media and

documentation or campus agreement subscription pricing shall not increase during the term of the contract.

All future releases of Microsoft software products available under the Academic Select 6.0 agreement and those products available under campus agreement subscription must be provided under this contract at equivalent pricing/pricing discounts.

Should the University request a decrease in license, media or documentation pricing or tiered pricing under the Campus agreement subscription program, a statement will be forwarded to the contractor, indicating the adjusted pricing requested and giving, in detail, reasons for requesting the decrease.

The decreased pricing shall become effective upon ten (10) days after the date the contractor agrees to the decrease.

4. Contractor(s) performance will be closely monitored throughout the contract period. If deliveries prove to be unsatisfactory, or other problems arise, the University reserves the right to delete item(s) from the contract and/or cancel contract for cause, and may award to the next acceptable "low bidder", or cancel and request new bids. Failure of the University to exercise its rights of termination for cause due to a bidder's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

The University may terminate this agreement by written notice to the other party not less than thirty (30) days before the effective date of such notice.

5. If after receiving award, the contractor fails to make delivery of product within proposed delivery time (or has not notified the University of problem delivery and resolved any back order situation to the University's satisfaction prior to proposed delivery time), the University may purchase the item elsewhere and the Contractor shall be liable for any additional cost over the existing contract price.

6. Delivery of purchases will be made within 30 days after receipt of order, F.O.B. destination, freight pre-paid, to all locations of the University of Missouri System (UMS).

7. The University may require that the successful contractor submit an evaluation unit for a proposed software application. If evaluation units are requested from the bidder, evaluation units will be returned at bidder's expense. The University will not be responsible for condition of evaluation unit(s) after testing. Each evaluation unit(s) will be tested, and the product furnished under this contract shall be equal to or better than the evaluation unit(s) under the same test, and shall satisfy these specifications.

8. Orders will be placed by each campus, on standard University of Missouri Purchase Order Forms, thru Peoplesoft ePro/Sciquest on-line market place a/k/a "Show Me Shop" or placed by departments using the University's corporate purchasing card.

9. Contractor(s) must not substitute any item(s) that has been ordered by the University using this contract without the prior written or electronic approval by the appropriate purchasing officer of the University. The substitute item must be at the same or better technology level than the original product ordered, and pricing at the same or lower price. Failure to comply may result in return of merchandise at contractor's expense.
10. Warranty period on all products must be, at a minimum, the original equipment manufacturer's (OEM), Microsoft, standard warranty for that product.
11. The University must have the ability to have toll-free telephone access to technical support from the successful contractor.
12. All invoices and correspondence must 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.
13. The successful contractor must offer a "total satisfaction" return policy. The contractor must provide a thirty (30) day no questions asked return option, from the date of delivery to end-user.
14. The contractor shall be responsible for replacing at no cost to the University any damaged item received under this contract within 30 days from notification by the University. This includes all shipping costs for returning non-functional items to the contractor for replacement.

15. The successful contractor must have a corporate web site. The successful contractor shall be requested to develop within the first 90 days after award, a specific web site for the University of Missouri System. This web page must allow all authorized University of Missouri faculty and staff to order software through the University's Peoplesoft eProcurement/Sciquest catalog on-line ordering system a/k/a "Show Me Shop". The UM specific designed web site must be developed in accordance with appropriate University staff recommendations and SciQuest enablement technicians. An identical web site should also be available for non-eProcurement orders placed by University Hospitals and Clinics or purchasing card holders. The ordering information on the web site must include at a minimum the product/part number; product description, current University price, expected delivery time (in days); configuration assistance, product specifications, links to manufacturer's corporate web site, timely product and service information, including technical bulletins, software patches and drivers, and training information. The web site must provide contact information for the account management team, i.e. contact names, job titles, addresses, telephone and fax numbers; e-mail addresses. The web site must provide information regarding specific contract procedures, i.e. order process; escalation/problem resolution process/ returns process. The successful contractor must manage catalog product and pricing content for delivery to SciQuest and assure it is in accordance with all contract terms and conditions. In return for the University providing the successful contractor an opportunity to load their product catalogs into our on-line market place, the University will request that the successful contractor provide additional cost savings on Show Me Shop catalog orders in the form of additional product discounting and/or educational rebate incentives.
16. The successful contractor must provide the University current Academic Select 6.0 pricing on a monthly basis in a mutually agreed upon format (i.e. MS Excel spreadsheet), as well as being responsible for managing catalog product and pricing content for delivery to SciQuest to be loaded into Show-Me Shop on-line market place.

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SELECT LICENSE AGREEMENT
OR
CAMPUS AGREEMENT SUBSCRIPTION
TO
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI
RFB #Q060608

Mandatory Pricing:

Group 1– Campus Agreement Subscription

Mandatory Products to be Included:

- Microsoft Office Enterprise 2007
- Microsoft Office 2008 (MAC)
- Microsoft Vista Business, Enterprise or Ultimate
- Microsoft Core Client Access License (CAL) Exchange to 2007, Windows Server to 2008, Office SharePoint Server clients to 2007 and System Center (old SMS)

Includes all upgrades and downgrades. Note add on products are available.

Please enter your pricing for the above products below:

Campus	Fac/Staff Headcount	Unit Price per headcount	Extended Price per headcount
University of Missouri-Columbia	12712		
University of Missouri-Kansas City	2651		
University of Missouri-St. Louis	1635		
Missouri University of Science and Technology	1117		
Campus	Student Headcount	Unit Price per headcount	Extended price per headcount
University of Missouri-Columbia	25533		
University of Missouri-Kansas City	9652		
University of Missouri-St. Louis	8683		
Missouri University of Science and Technology	5484		

Group 2 Pricing – Academic Select 6.0 Agreement

IF BIDDER HAS ADDITIONAL MICROSOFT PRODUCTS, I.E. MEDIA, DOCUMENTATION, AND/ OR SERVICES/FINANCING OPTIONS, ETC. OTHER THAN THOSE SOFTWARE PRODUCT LICENSE PRICING LISTED WITHIN THE BID FORM, BIDDER SHOULD PROVIDE ADDITIONAL INFORMATION ON THEIR PRODUCTS AND BUSINESS OFFERINGS.

THIS INFORMATION SHOULD INCLUDE A COMPLETE PRICE LIST AND/OR STATE AT WHAT PERCENTAGE OF DISCOUNT OFF MICROSOFT’S SUGGESTED EDUCATIONAL RETAIL PRICE (ERP) THE UNIVERSITY COULD PURCHASE ANY OF THESE ADDITIONAL OFFERINGS OR PRODUCTS.

Please fill in the bid form below and also return the pricing spreadsheet in electronic format via a CD-Rom. CD must be enclosed in the same envelope as the sealed bid. Pricing must be provided in the exact same format and order as the above spreadsheet.

Product	Mfg. Part#	Qty.	Unit Price	Extended Price
MapPoint 2006 All Lng MVL	B21-00836	1		
Project 2007 All Lng MVL	076-03808	1		
Project Pro 2007 all Lng MVL w/1 ProjectSvr CAL	H30-01898	1		
Visio Pro 2007 All Lng MVL	D87-02932	1		
Visio Std 2007 All Lng MVL	D86-02850	1		
Visual Studio Pro 2008 All Lng MVL	C5E-00377	1		

Group 3– Server Subscription

Product Description	Part Number	Qty.	Price per Unit	Total Price
Exchange Svr Std Lic/SA Pack	312-02177	13		
Exchange Svr Ent Lic/SA Pack	395-02412	18		
ILM Server All Lng Lic/SA Pack MVL	4GN-00042	1		
Office LCS Standard All Languages Lic/SA Pack MVL	A9T-00053	1		
Office LCS Enterprise All Languages Lic/SA Pack MVL	A9R-00052	2		
Office LCS - Ext Conn WinNT All Languages Lic/SA Pack MVL	ZAL-00313	2		
Office SharePoint Portal Svr	H04-00232	7		
Project Server Win32 All Languages Lic/SA Pack MVL	H22-00479	2		
Ops Mgr Server All Lng Lic/SA Pack MVL w/SQL	UAR-00334	3		
Ops Mgr Ent Ops Mgmt Lic All Lng Lic/SA Pack MVL	UAS-00302	185		
Sys Mgmt Svr Lic/SA Pack	271-01010	3		
Sys Mgmt Svr Ent Ed All Languages Lic/SA Pack MVL w/SQL2000Tech	271-01531	4		
SQL Svr Standard Edtn Win32 All Lng Lic/SA Pack MVL	228-04437	12		
SQL Svr Standard Edtn a Win32 All Lng Lic/SA Pack MVL 1 Processor License	228-03159	16		
SQL Svr Enterprise Edtn Win32 All Lng Lic/SA Pack MVL 1 Processor License	810-03312	24		
Windows Std Svr Lic/SA	P73-00203	510		
Windows Ent Svr Lic/SA	P72-00165	154		
Windows Term Svr ExtrnCon All Languages Lic/SA Pack MVL	R59-00353	3		

Optional Product Pricing

Enterprise CAL's

Includes all upgrades and downgrades. Note add on products are available. **Please enter your pricing for the above products below:**

Campus	Fac/Staff Headcount	Unit Price per headcount	Extended Price per headcount
University of Missouri-Columbia	12712		
University of Missouri-Kansas City	2651		
University of Missouri-St. Louis	1635		
Missouri University of Science & Technology	1117		
Campus	Student Headcount	Unit Price per headcount	Extended price per headcount
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University of Missouri-Kansas City	9652		
University of Missouri-St. Louis	8683		
Missouri University of Science and Technology	5484		

This signature sheet must be returned with your proposal as a part of your response.

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: ~ Individual ~ Partnership ~ Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ____yes ____no	