

**INVITATION FOR BID**

**FB NO: FB21-005 DATE: JUNE 12, 2020**

**BUYER: KELLY SLOAN (purchase@missouriwestern.edu)**

**PHONE: (816) 271-4465**

SEALED BID MUST BE RECEIVED NO LATER THAN:

Date: JUNE 25, 2020

Time: 2:00pm Central Time *Faxed or electronic bids will not be accepted*

**FB NUMBER MUST BE CLEARLY MARKED ON OUTSIDE OF ENVELOPE.**

**Return Bid To:** Missouri Western State University

Purchasing Department, Popplewell Hall, Room 221 4525 Downs Drive

St. Joseph, MO 64507

Prospective bidders are invited to submit pricing on the items or services specified in the Bid Specifications, along with their responses. All pricing must be submitted on the bid pricing sheet along with their responses to the Bid Specifications and shall be subject to the terms and conditions listed on page 2 hereof for furnishing the items or services listed below. All deliveries shall be made **FOB DESTINATION** with freight charges fully included and prepaid. The seller pays and bears the freight charges.

**FUNDING DEPARTMENT: SOFTWARE MAINTENANCE AGREEMENT**

**EQUIPMENT/SERVICES REQUESTED: PALO ALTO MAINTENANCE**

**PER ATTACHED SPECIFICATION SHEET**

In compliance with this bid request and subject to all the terms and conditions therein, the 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 provide within the number of days indicated after receipt by bidder of University Purchase Order.

Bid Firm for 60 Days Unless Otherwise Stated:

Date of Bid Minority Vendor Yes No

Days to completion After Receipt of Order Discount Terms Bidder E-Mail Address

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name of Bidder Bidder Telephone Bidder FAX Number

Address of Bidder City/State Zip

By (Signature of Authorized Agent) Title Printed Name of Signatory

**Unsigned Bids May Be Considered Non-responsive**

**Missouri Western State University**

**Bid Requests and Conditions**

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by the bidder. Upon acceptance by the University, this Bid Request, 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. The University reserves the right to reject any and all bids and to waive any informality in bids.
2. **Clarification.** No oral explanation in regards 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 the 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. 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.
3. **Identification.** All invoices and correspondence shall show the Purchase Order Number. All invoices must be rendered containing full descriptive information on items or services furnished.
4. **Delivery.** For any exception to the delivery date as specified on this purchase order, the Supplier shall give prior notification and obtain approval thereto from the University Purchasing Department.
5. **Shipping.** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Supplier agrees to prepay all shipping charges. It is also agreed that the University reserves the right to refuse any C.O.D. shipments.
6. **Contract Price.** All prices and fees shall be firm, fixed for the term of the contract. The University shall not pay, nor be liable for, any other additional costs including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
7. **Applicable State Laws.** The contract shall be construed according to the laws of the State of Missouri.
8. **Changes.** No alteration in any of the terms, condition, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the University Purchasing Office.
9. **Rejection.** The University reserves the right to reject any and all goods resulting from nonconformity to the terms and specifications of the contract, whether held by Buyer or returned, will be at Supplier’s risk and expense.
10. **Payment, Cash Discount.** Invoices will not be processed for payment nor will the period of computation for the cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check is available or mailed within the time specified.
11. **Award of Bid.** The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or 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.
12. **Indemnification.** The contractor shall protect, indemnify and save the University harmless from and against any damage, cost or liability, including reasonable attorney’s fees, for any or all injuries to persons or property arising from acts or omissions of the Contractor, its employees, or subcontractors, howsoever caused.
13. **Minority Business Enterprise.** An independent business concern that is 51% owned and controlled by a minority group member.
14. **Bidders Tie.** In the event of a tie, the awarding of the bid will be at the sole discretion of the Director of Purchasing. If the bidders qualifications are such that no distinction can be made, the names of the bidders will be placed in a drawing and the firm’s name that is picked will be recommended as the lowest bidder
15. **Termination of Contract.** In the event of a breach by Contractor of any of the provisions of this Agreement, the University reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. The Contractor shall be liable for damages suffered by the University resulting from the Contractor’s breach of Agreement**.**