

REQUEST FOR QUOTATION NUMBER 4841-01a

FROM:
 MISSOURI STATE UNIVERSITY
 901 S NATIONAL AVENUE
 SPRINGFIELD, MO 65897
 Telephone: 417-836-4414
 Fax: 417-836-6583

Date: AUG/24/2009 Page 1 of 2

Bid Close Date and Time:
 SEP/01/2009 @ 3:00 PM

TO:
 SOLICITATION BOARD COPY
 DO NOT REMOVE!
 YOU MAY REQUEST A COPY OF THIS
 DOCUMENT FROM A PURCHASING
 OFFICE STAFF MEMBER

**ALL BIDS MUST BE PREPARED
 TO INCLUDE FREIGHT COSTS
 TO THE LOCATION SPECIFIED HEREIN**

Buyer: JOE HERMAN

Missouri State University, as a state assisted educational institution, is exempt from the payment of sales/use taxes pursuant to RSMo 144.030 and 144.615

ITEM#	QTY	UNIT	DESCRIPTION/SPECIFICATIONS	UNIT PRICE	ITEM TOTAL
1	1	EA	<p>SEALED RFQ #4841-01 COMMERCIAL PROJECTOR (REBID OF Sealed Bid #4828-21)</p> <p>Sealed bids are hereby requested for the items specified herein. FAX BIDS WILL NOT BE ACCEPTED. All quoted prices must be firm and fixed and must include all shipping/delivery costs FOB Destination to Springfield, Missouri.</p> <p>Return bid response to: Missouri State University Attn: Procurement Services 901 S. National Avenue Springfield, MO 65897</p> <p>Mark in lower left-corner of envelope: Sealed RFQ #4841-01</p> <p>Christie Projector Model #HD 10K-M with ILS 2.8-4.5SX HD Long Throw Lens and DUAL HDMI cards with the following features: *Native Resolution: HD, 1920 x 1080 *ANSI Lumens: 9500 *Contrast Ratio (full field): 350 *Display Technology: 3-chip DLP *Scan Rates: 15kHz to 120 kHz Horizontal - 23.97 Hz to 150 Hz Vertical *Key Features: LiteLOC, Comprehensive Color Adjustment, Embedded Christie Twist Image Warping, Edge-Blending, Dynamic Iris *Networkability: ChristieNET *Inputs (video/data & control): Analog, dual Link DVI, Dual SD/HD-SD *Digital Keystone Correction *Lens Shift (lens dependent, max values shown): Motorized horizontal and vertical offset</p> <p>Continued on next page...</p>		

THE BIDDER MUST SIGN AND RETURN THIS DOCUMENT AS PART OF HIS/HER BID.

Unless noted by the bidder, there shall be no restrictions on the number or quantity of an item that may be ordered.

If the requested quantity is not a standard package quantity, the bidder should quote on both the requested quantity and the standard package quantity, clearly identifying each.

If alternate items are offered, the bidder must provide descriptive literature and/or information for each alternate offered.

Additional costs for packing, handling, etc., not shown on this quotation will not be paid by the University.

See the "TERMS AND CONDITIONS OF REQUEST FOR QUOTATION" attached hereto for additional requirements.

DELIVERY _____ DAYS ARO OR STATE EARLIEST _____

PRICES EFFECTIVE FOR _____ DAYS OR UNTIL _____

THE BIDDER HEREBY AGREES TO FURNISH THE ITEMS AND/OR SERVICES SPECIFIED HEREIN, AT THE PRICES QUOTED, PURSUANT TO ALL REQUIREMENTS AND SPECIFICATIONS OF THIS REQUEST FOR QUOTATION.

AUTHORIZED SIGNATURE: _____

Please type or print name: _____

TITLE _____ DATE _____ PHONE NUMBER _____

COMPANY NAME: _____

MISSOURI STATE UNIVERSITY

RFQ NO.: 4841-01a

PAGE: 2 OF 2

ITEM#	QTY	UNIT	DESCRIPTION/SPECIFICATIONS	UNIT PRICE	ITEM TOTAL
			*Lamps: Dual 350W PVIP (1500 hours lamp life) *Three year warranty		
2	1	EA	Marantz Model #BD7004 Blu Ray Player with custom RSH		
3	1	TTL	SHIPPING and INSURANCE CHARGES		
				TOTAL:	

TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

I. TERMINOLOGY/DEFINITIONS

1. Bid Close Date and Time means the deadline required for the physical receipt of bids by the Purchasing Office.
2. Request for Quotation (or RFQ) means the procurement document issued by the Purchasing Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the RFQ document. The definition includes these Terms and Conditions as well as any other Attachments and Addenda to the RFQ.
3. Must and Shall mean that a certain feature, component, or action is mandatory. Failure to comply will result in rejection of the bid.

II. OPEN COMPETITION/RFQ DOCUMENT

1. It is the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Office if any language, specifications, or requirements of the RFQ appear to inadvertently restrict or limit the requirements of the RFQ to a single source. Any and all communication from bidders regarding the RFQ and the bid process must be directed to the Buyer identified on the first page of the RFQ. Such communication should be received at least five calendar days prior to the official Bid Close Date.
2. The Purchasing Office reserves the right to officially modify or cancel the RFQ after issuance. Bidders will be notified of any such modification or cancellation by issuance of an addendum from the Purchasing Office.

III. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which could create such a conflict.

IV. PREPARATION OF BIDS

1. Failure to carefully examine the RFQ and all terms and conditions related thereto will be at the bidder's risk
2. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
3. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFQ.
4. All equipment and supplies offered must be new and of current production and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
5. Prices quoted by the bidder must include all packing, handling, and shipping charges and must remain valid for a minimum of 90 days from the date of bid opening. If the bid is accepted, prices shall remain firm for the specified period.

V. SUBMISSION OF BIDS

1. Bids must be signed by a duly authorized representative of the bidder's organization and must contain all necessary information in the manner required by the RFQ.
2. The sealed envelope or package containing a bid should be clearly marked with the official RFQ number and the Bid Close Date. Bids for different RFQs should not be placed in the same envelope.
3. A bid may only be modified or withdrawn (1) by signed, written notice received by the Purchasing Office prior to the Bid Close Date and Time or (2) in person by the bidder or its authorized representative, provided proper identification is presented before

the Bid Close Date and Time. Telephone requests to withdraw or modify a bid will not be honored.

4. Bidders must, as a minimum, sign and return the RFQ cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so will result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

VI. BID OPENING

1. All bids will be opened at 3:00 p.m. on the date indicated. Prices will be considered public information at that time.
2. It is the bidder's sole responsibility to ensure that the bid is delivered to the Purchasing Office by the Bid Close Date and Time. If the Purchasing Office is officially closed on the Bid Close Date, bids will be accepted until 3:00 p.m. the next official work day and will be opened at that time.
3. Bids which are not received by the Purchasing Office prior to the Bid Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late bids will not be opened or considered for award.

VII. EVALUATION/AWARD

1. Awards will be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, price and other factors considered.
2. The right is reserved, as the interests of the University may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The Purchasing Office reserves the right to request written clarification of any portion of the bidder's response if deemed necessary in order to verify the intent of the bidder.
3. The University reserves the right to make awards on an item by item basis, or on an "all or none" basis, as deemed in the best interests of the University.
4. Any award shall be made only by written notification from the Purchasing Office.
5. All bids and associated documentation received on or before the Bid Close Date and Time will be considered open records pursuant to Section 610.021 RSMo.

VIII. REMEDIES AND RIGHTS

1. No provision in the contract shall be construed, expressly or impliedly, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
2. The contractor understands and agrees that the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

IX. DELIVERY, INSPECTION, AND ACCEPTANCE

1. Delivery of equipment, supplies, and/or services must be made no later than the time stated in the contract, or within a reasonable period of time if a specific time is not stated.
2. The successful bidder shall not substitute any item awarded without the prior approval of the University.

DELIVERY, INSPECTION, AND ACCEPTANCE

(Continued from previous page)

3. No equipment, supplies, and/or services received pursuant to the contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
4. All equipment, supplies, and/or services which do not comply with the RFQ 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.
5. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
6. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

X. CANCELLATION OF CONTRACT

1. In the event of material breach of contractual obligations by the contractor, the University may cancel the contract. If the contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
2. If the University cancels the contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.
3. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

XI. WARRANTY

1. The successful bidder expressly warrants that all equipment, supplies, and/or services provided will (1) conform to each and every specification, drawing, sample or other description provided as part of the RFQ, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
2. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of, or payment for, said equipment, supplies, and/or services.

XII. APPLICABLE LAWS AND REGULATIONS

1. The contract shall be construed according to the laws of the State of Missouri. 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.
2. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. The balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
3. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies as may be required by law or regulation.
4. The contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

XIII. INVOICING AND PAYMENT

1. Payment for all equipment, supplies, and/or services required herein will be made in arrears.
2. Invoices must be directed to the Purchasing Office and must include the contract number or purchase order number, item number, contract/bid description of supplies or services, sizes, quantities, unit prices, and extended totals.
3. Invoices shall be subject to late payment charges as provided for in Section 34.055 RSMo.
4. The University does not pay state or federal taxes unless otherwise required by law or regulation.
5. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to rejection by the University and shall be returned at the contractor's expense.
6. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.

XIV. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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 recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

XV. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors must comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

XVI. REQUIREMENTS FOR PRIME CONTRACTORS AND SUBCONTRACTORS

1. Each prime contractor and subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.
2. Facilities provided for employees must be provided in such a manner that segregation on the basis of race, color, religion, or national origin cannot result.