

 <p>MONTANA STATE UNIVERSITY</p>	<p>MONTANA STATE UNIVERSITY INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)</p>
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IFB Number: B0002877	IFB Title: McAfee Antivirus
IFB Due Date and Time: July 31, 2012 2:00 p.m., Mountain Time	Number of Pages: 11

ISSUING AGENCY INFORMATION	
Procurement Officer: Terri Howey, Purchasing Agent	Issue Date: July 17, 2012
Montana State University Purchasing Department 104 Montana Hall PO Box 172600 Bozeman, MT 59717-2600	<p style="text-align: right;"> Phone: (406) 994-3211 Fax: (406) 994-3000 TTY Users, Dial 711 </p> <p style="text-align: right;"> Website: http://vendor.mt.gov/ </p>

INSTRUCTIONS TO BIDDERS	
<p>COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."</p>	Mark Face of Envelope/Package: IFB Number: B0002877 IFB Due Date: July 31, 2012
	Special Instructions: <ul style="list-style-type: none"> Bids sent by fax must have a cover sheet noting the total number of pages being sent.

BIDDERS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: <p style="text-align: center;">(Please print name and sign in ink)</p>
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	Bidder Web Address:

A signed W-9 must be submitted before award will be made.

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

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SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

Montana State University, ITC Stores (hereinafter referred to as "the University") is soliciting bids for McAfee Antivirus. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period not to exceed One (1) year beginning upon Contract execution and ending July 30, 2012. Renewals of the contract, by mutual agreement of both parties, may be made at One (1)-year intervals, or any interval that is advantageous to the University. This contract, including any renewals, may not exceed a total of Ten (10) years, at the option of the University.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Terri Howey
Montana State University
Purchasing Department
Address: 104 Montana Hall
PO Box 172600
Bozeman, MT 59717-2600
Telephone Number: (406) 994-3211
Fax Number: (406) 994-3000
E-mail Address: terri.howey@montana.edu

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The University assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The University is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

1.3 BID SUBMISSION

1.3.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB B0002877. ***Bids must be received at the receptionist's desk of the University Procurement Office prior to 2 p.m, local time on the Due Date specified on the coversheet.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

1.3.2 Late Bids. Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.3.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the University from obtaining the best possible supply or service.

1.3.4 Alternate Bids. Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

1.4 CHANGE OR WITHDRAWAL OF BIDS

1.4.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.1.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.4.2 Change AFTER Bid Opening But Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the University prior to the final award by the University.

1.5 BID AWARDS

1.5.1 Basis for Award. Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the University in accordance with the specifications set forth in the invitation for bid.

1.5.2 Rejection of Bids. While the University has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the University to award and execute a contract. Upon a determination such actions would be in its best interest, the University, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the University determines adequate state funds are not available (18-4-313, MCA).

1.6 SINGLE POINT OF CONTACT

From the date this Invitation For Bid (IFB) is issued until a Vendor is selected and the selection is announced by the procurement officer, **Vendors are not allowed to communicate with any University staff or officials regarding this procurement, except at the direction of Terri Howey**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the Vendor from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Terri Howey
Montana State University-Bozeman
Purchasing Department
Page 4 of 11

Address: 104 Montana Hall
PO Box 172600
Bozeman, MT 59717-2600
Telephone Number: (406) 994-3211
Fax Number: (406) 994-3000
E-mail Address: terri.howey@montana.edu

SECTION 2: DELIVERY REQUIREMENTS

2.0 DELIVERY REQUIREMENTS

2.0.1 Delivery Date. The **DELIVERY DATE** space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

2.0.2 Requested Delivery Date. The Contractor shall deliver all items described in this bid as soon as possible but no later than **7 Days** after receipt of purchase order from the University.

2.0.3 Shipping. Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the University's premises," as used in this clause, means free of expense to the University and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the University at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

2.0.4 Delivery Locations.

Montana State University – Bozeman
ITC Stores
68 Renne Library
Bozeman, MT 59717

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 PURCHASING CARD

The University has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The University prefers this method of payment.

3.1 COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the University. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the University Purchasing Office, 104 Montana Hall, PO Box 172600, Bozeman, MT 59717-2600, upon expiration.

3.2 CONTRACT TERMINATION

3.2.1 Termination for Cause. The University may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform this contract.

3.2.2 Reduction of Funding. The University must terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

4.0 SPECIFIC BRAND

The following specifications identify specific brand requirements of this Invitation for Bid. Only quotations for the brand specified will be considered for award.

4.1 PRICES

4.1.1 Taxes, Shipping, and Invoicing. The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the University unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified University location(s).

4.1.2 Fixed Price Contract. All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

4.2 ALL OR NONE AWARD

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost." If a bidder is not bidding an item, the bidder should so indicate by entering "No Bid" in the unit price column and the extended price column.

BIDDER MUST RESPOND TO EACH REQUIREMENT. IF BIDDER IS PROPOSING PRODUCTS/SERVICES THAT MEET THE REQUIREMENT THEN BIDDER MUST ACKNOWLEDGE THAT IT UNDERSTANDS AND WILL COMPLY WITH EACH REQUIREMENT BY INITIALING THE LINE TO THE LEFT OF EACH REQUIREMENT. IF BIDDER CANNOT MEET ANY PARTICULAR REQUIREMENT, PLEASE PROVIDE DETAIL EXCEPTIONS NEXT TO THAT REQUIREMENT. BIDDERS THAT CANNOT MEET ALL REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD. THIS INFORMATION MAY BE CONSIDERED FOR WRITING FUTURE BIDS' SPECIFICATIONS.

4.3 BACKGROUND STATEMENT

Montana State University Bozeman Information Technology Center seeking bids for the renewal of the maintenance agreement for McAfee Antivirus Software. Complete product specifications are listed in section 4.4.

4.4 PRICING SCHEDULE AND SPECIFICATIONS

Item #	Description	Product #	Quantity	Unit of Measure	Unit Price	Extended Price
1	McAfee for Linux Gold Support for 1 year for Grant #4836108-NAI	AVMYFM-AA-II	890	EACH	\$	\$
2	Linux Shield Support for 1 year for Grant #4836108-NAI #	LXSYFM-AA-II	175	EACH	\$	\$
3	GHE Endpoint Protection for 1 year for Grant #4836108-NAI	EPSYFM-AA-II	6730	EACH	\$	\$
4	GHE –McAfee VS Student Use Option Protection for 1 year for Grant #4836108-NAI	VSSGBE-AA-II	3500	EACH	\$	\$
5	AE Virex MAC Student Option for 1 year for Grant #4836108-NAI	AVMYFM-AA-II	400	EACH	\$	\$
6	Delivery included in cost, FOB Destination					INCLUDED
7	Total Cost					\$

MONTANA STATE UNIVERSITY
Standard Terms and Conditions
Purchases with a Total Contract Value over \$25,000

By submitting a response to this Invitation For Bid (IFB) or Request For Proposal (RFP), or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The University reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, to make awards in any manner deemed in the best interest of the University. Bids, proposals, and limited solicitation responses will be firm for thirty (30) days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the University, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of five years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the University or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the University's solicitation document and a vendor's response, the language contained in the University's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the University. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the University. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the University.

DISABILITY ACCOMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the University Purchasing Department prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the University may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the University.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the University, under this Agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, in the solicitation document the University is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate University electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an Invitation for Bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at 406-444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the Montana State University Purchasing Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The University is exempt from Federal Excise Taxes (#53-0183246).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the University may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this invitation for bid, request for proposal, limited solicitation or subsequent purchase order/contract, must be brought in the Eighteenth Judicial District in and for the County of Gallatin, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the University. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

IFB Checklist

Remembered to:

- Check the Department of Administration website for the latest addendum to the IFB (<http://vendor.mt.gov>.)
- Sign the bid cover sheet
- Sign each "Acknowledgment of Addendum" if required
- Carefully review and initial all listed requirements to ensure compliance with the IFB
- Carefully review the "Standard Terms and Conditions" and or "Contract"
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid
- Mark your mailing envelope or box with the IFB number and the opening date under your return address

To receive information about doing business with the State of Montana or to register on the vendor list, please visit the "One-Stop Vendor Information" website at <http://vendor.mt.gov>.