

**REQUEST FOR PROPOSAL  
MIDWESTERN STATE UNIVERSITY  
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT  
3410 Taft Blvd., Daniel Bldg., Rm. 202  
Wichita Falls, TX. 76308**

BID NUMBER

BID TITLE

**735-17-8182**

**Broadcast Equipment**

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:  
2:00 P.M.,  
July 11, 2017:  
The offices of the Director of Purchasing & Contract Management,  
3410 Taft Blvd., Daniel Bldg., Rm. 202  
Wichita Falls, TX. 76308**

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**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

**INSTRUCTIONS FOR SUBMITTING BIDS**

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at <http://mwsu.edu/purchasing/>.

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Sign the **Vendor's Affidavit Notice** and return with your bid.

**BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

**BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

**PLEASE NOTE CAREFULLY**

**THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.
2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.
3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.
5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**

6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.
7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**
8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.
9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery ( without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.
11. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
12. No substitutions or cancellations permitted without written approval of Director of Purchasing.

13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.
14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.
15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.
16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.
17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

**Midwestern State University**  
**Accounts Payable**  
**3410 Taft Blvd.**  
**Wichita Falls, TX. 76308**

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice whichever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.

21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.
22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.
24. **E-Verify:** Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program that work on the premises of Midwestern State University.

**REQUEST FOR PROPOSAL**  
**BROADCAST EQUIPMENT**  
**MIDWESTERN STATE UNIVERSITY**

It is the intent of these specifications to describe the minimum requirements for **the above titled project** at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default of this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than July 9, 2017 to:

Stephen Shelley, Director of Purchasing and Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4110

Midwestern State University may in its sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located at <http://mwsu.edu/purchasing/>. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

**~~PRE-BID MEETING: A MANDATORY pre bid meeting will be held at 1:15 p.m. on Thursday, September 11, 2014 on the west side of the Hardin Administration Building near the president's office, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.~~**

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4110

## **SPECIFICATIONS**

### **RFP #735-17-8182**

Please see specifications as part of this RFP.

~~Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:~~  
~~<http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan/>~~

Supply a W-9 with your Bid if new to Midwestern State University.

Bid FOB Destination

This bid will be an all-inclusive bid.



**BID SHEET**  
**RFP #735-17-8182**  
**Broadcast Equipment**

Item Description	Manufacturer's number	Quantity	Price Each
PAPC Power-Saving Back-UPS Pro 1500 (120V)	BR1500G	6	
Avid Technologies Symphony Option for Media Composer 8 (Educational, Activation Card)	9935-65689-00	6	
ikan One IB508-v2 and Two iLED312-v2 Bi-Color Interview Kit	IBK23150-V3	4	
ikan iLED6-2PT-KIT iLED6 2 x Zoom ENG LED On-Camera Light Kit with Stands and Bag	ILED6-2PT-KIT	4	
Sennheiser MKE-600 Shotgun Mic with Boompole, Bag & Shockmount Complete HDSL R Kit	SEMKE600K2	2	
Zoom H6 Portable Recorder Field Kit	ZOH6K	2	
Datavideo NVD-25 IP Video Decoder	NVD-25	1	

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

<b>REFERENCE ONE</b>
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Government/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

<b>REFERENCE TWO</b>
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Government/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

<b>REFERENCE THREE</b>
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Government/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

## AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS  
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

\_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

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

Telephone number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas.