

**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

735-18-8192

Furniture Flower Mound Project

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
January 3, 2018
the office's of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308**

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/>.

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 which ever 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.

REQUEST FOR PROPOSAL

FURNITURE FLOWER MOUND PROJECT 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 if 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 December 18, 2015 to:~~

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
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
(940) 397-4110

SPECIFICATIONS

RFP #735-18-8192

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:

<http://mwsu.edu/purchasing/>

~~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/prog/hub/hub-subcontracting-plan/>~~

Provide lead time with bid.

Delivery will be to Flower Mound, Texas

Supply an insurance certificate with your Bid.

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

~~2005 Uniform General Conditions apply to this Bid and can be found at the below listed link:~~

~~<http://mwsu.edu/purchasing/contract-management>~~

No substitutions or alternates are allowed for this Bid.

The attached Excel Spreadsheet is to be used as the BID FORM for each item to be purchased. Please return your bids using this form. The form below is for Total costs of your Bid

BID FORM
RFP #735-18-8192
FURNITURE FOR FLOWER MOUND PROJECT

Total Costs of Furniture: _____

Total Costs for Delivery Freight charge: _____

Total Costs for Installation/Cleanup: _____

Grand Total: _____

Company: _____

Printed Name: _____

Signature: _____

Date: _____

Item Legend by Tag

Midwestern State University - North Central Texas College

100% Furniture Spec Package

11/26/2017

ITEM TAG	MANUFACTURER	MODEL / DESCRIPTION	QUANTITY
ACCESSORY			
A.01	Best Rite	BREXPEASL	5
A.02	Ghent	GBHMY00746	5
A.03	Mayline	10 GA Access. Univ.Gauging	12
A.04	Magnuson Group	UMEA-20	7
A.05	Vision	VS6020WTC Wall Mount Tkbd for ST.06 overhd w/cubbies	6
A.06	Vision	VS7220WTC Wall Mount Tkbd for ST.02 overhd w/cubbies	8
A.07	Vision	VS8420WTC Wall Mount Tkbd for ST.07 overhd w/cubbies	1
A.08	Moto	Moire Power Unit EC23-Wht for T.12	1
A.09	Reef	Vertical Wire Mgt RET1026WMA - wht. Laminate for T-14	2
A.10	Community Prep	AVL205 (Vertical Wire Mgt. for base T-15b	6
A.11	Community Prep	24WC (Wire Mgt. Channel under top for T-15b	5
A.12	Best Rite	BR785EP4 (removable side panel)	5
A.13	Reef	EC26 White (worksurface power)	1
A.14	Vision	QVL1825CD + STU (center drawer for vision desks)	15
BOOKCASE			
B.01	Vision	VL1630B0	1
B.02	Vision	VL3654BC - bkcs overhd	4
CHAIRS			
C.01	Protocol	PT5655T-Tarm Woodcapa	30
C.02a	Luci	LU721DX	4
C.02b	Luci	LU721DX	4
C.03a	Hedron	HN5301W-BR134	6
C.03b	Hedron	HN5301W-BR131	9
C.04	Profile	PR6631C	23
C.05	Tyler	TY8600-A	4
C.06	Newton	NW5121B-AlumArms/blk cap-AlumBase	6
C.07	Herman Miller	Caper Chair 3M6V01MS -Casters	250

C.08	Herman Miller	Caper Stool 3M6V0147MS -Casters	115
C.09	Work pro	Quantum 9000 Series Ergo Mid-bk mesh- black #130313	19
C.10	Stamatic	Popst 429EZ.AA.AB	1

DESKS

D.01	Vision	VL3072AHTD-EL	2
D.02	Vision	VL2442ERR	3
D.03	Vision	VL2442ELR	4
D.04	Vision	VL3072LDF	3
D.05	Vision	VL3072RDF	4
D.06	Vision	VL2436EB Ergo Adjacent	1
D.07	Vision	VL2484LLC Ergo Adjacent	1
D.08	Vision	VL3672RBD W/ERGO	1
D.09	Vision	VL2472KC	1
D.10	Vision	VL3072DDF	1
D.11	Vision	VL3060DDF	6

LOUNGE

L.01	Overman	OMJUPITER - Jupiter Chair	4
L.02	BeSpace	BS3 82.25" sofa	1
L.03	BeSpace	BS1 chair	2
L.04	Indie	INS3288-29 3seat 88" sofa	1
L.05	Indie	INS3627 -27 floor chair	4
L.06	Indie	INS3236--38 Hi back chair	8
L.07	Indie	INS3627-27 Low back chair	5
L.08	Indie	INS3262-29 2 seat 62" sofa	2
L.09	Indie	INS3536--29 Rocker	3
L.10a	Moto	MTL301UAR-Tablet Oval	1
L.10b	Moto	MTL301UAL-Tablet Oval	1
L.06	Moto	MTL301	4
L.07	Moto	MTL901	1
L.08	Moto	MTL305	2
L.09a	Collective	CTL1301W2.STS.DHL.TBR	1
L.09b	Collective	CTL1301W2.STS.DHR.TBL	1

L.15a	BeSpace	BS721R STS	1
L.15b	BeSpace	BS721L STS	1
L.16	BeSpace	BS240 STS	1
L.17	BeSpace	BS722 STS	2
L.18a	Herman Piller	Swoop Plywood Chair - DE-MS	4
L.18b	Herman Miller	Swoop Plywood Chair - DE-MS	4
L.14a	Connect Modular	QCTL1301W2.STS.DHL.TBR	1
L.14b	Connect Modular	QCTL1301W2.STS.DHR.TBL	1

OTTOMAN

O.01	Herman Miller	Nelson Platform Wood Base 72" OU-W	2
O.02	BeSpace	BS720 - 72" Bench	2
O.03	BeSpace	BS480 - 48" Bench	1
O.04	Encore	EN36RB floating top-column-strdst slvr	4
O.05	Totem	TM17	9
O.06	Totem	TM24	4

STOOL

S.01	Collective	CM4519 - Ottoman w/back	8
------	------------	-------------------------	---

TABLES

T.01	West Elm	Delphine Buffet/marble top 63x18x28"	2
T.02	Mayline - Dew Office Furn	cohere flip/nest fr2454-24x54"	13
T.03	Room & Board	#088889 Bond Cocktail tbl 36" rnd	2
T.04	Collective	OCT45-48-17 Coffee tbl. 24x48"	3
T.05	Collective	OCS145-60-29 Glis.Console	2
T.06	Collective	OST4518-24 End tbl	5
T.07	Collective	CC8JDDI-0036 36"rnd tbl	1
T.08	Herman Miller	Swoop Table 16"rnd DE-MS	4
T.09a	Vision	VL42TT 42"rnd tbl	1
T.09b	Vision	VS34X base	1
T.10a	Vision	VV3672BT-R (6' conf tbl)	1
T.10b	Vision	VV2428PBA +EC9 base+port	2
T.11	Mayline	LF1860T-FLK-S5 18x60"	102

T.12	Moto	MTVF36ROUN (+Pwr Unit Access. A.08)	1
T.13	Moto	MTVP22TRI	1
T.14	Reef	RET3672-30PT - White Laminate - EC26 Wht (accom.wksur	1
T.15a	Community Prep Tables	PR3672TT Wht Lam	4
T.15b	Community Prep Tables	PR3672TT Wht Lam + EC13 silver	5
T.16	Community Fresco Series	FR24-THD Stardust Silver	16
T.17	Community Fresco Series	FR24-BHD Stardust Silver	2
T.18	All Modern	Bowl End Table - Natural 20.47"D (in stock)	4
T.19	All Modern/BDI	Blink Mobile End Tbl - 24" Metal Berry (in stock)	4

STORAGE (OFFICE FURNITURE)

ST.01	Vision	VL2436-30LF	4
ST.02	Vision	VL1672WDGSOC	8
ST.03	Vision	VL2430-84WL	1
ST.04	Vision	VL2418-84WL	1
ST.05	Vision	VL2418-84HR	1
ST.06	Vision	VL1660WDGSOC	6
ST.07	Vision	VL1684WDGSOC	1
ST.08	Vision	VL2430SC + lock (2-door creden for B.01)	1
ST.09	Vision	VL2430-72WR + lock	1
ST.10	Vision	VL1620MP (ped file/mobile)	2

WORKSTATION (BENCHING UNITS)

W.01	Tremain-Fast Link	FL-TDJH0000W	11
W.02	Tremain-Fast Link	FL-TECA1100	11
W.03	Tremain-Fast Link	FL-TEFF0000	3
W.04	Tremain-Fast Link	FL-TEO60000W	11
W.05	Tremain-Fast Link	FL-TEOR1000W	11
W.06	Tremain-Fast Link	FL-TEOR4000W	11
W.07	Tremain-Fast Link	FL-TEPP4100	7
W.08	Tremain-Fast Link	FL-TPFW2434W	7
W.09	Tremain-Fast Link	FL-TPFW4834W	11
W.10	Tremain-Fast Link	FL-TRPC4800W	11
W.11	Tremain-Fast Link	FL-TT3C3900W	7

W.12	Tremain-Fast Link	FL-TTEP3900W	14
W.13	Tremain-Fast Link	FL-TTRN2400W	14
W.14	Tremain-Fast Link	FL-TTRN4800W	11
W.15	Tremain-Fast Link	FL-TUSO2428LW	4
W.16	Tremain-Fast Link	FL-TUSO2428RW	4
W.17	Tremain-Fast Link	FL-TWRS4824C	11

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.***

REFERENCE ONE

Government/CompanyName: _____

Address: _____

ContactPersonandTitle: _____

Phone: _____ Fax: _____

Contract Period: _____ ScopeofWork: _____

REFERENCE TWO

Government/CompanyName: _____

Address: _____

ContactPersonandTitle: _____

Phone: _____ Fax: _____

Contract Period: _____ ScopeofWork: _____

REFERENCE THREE

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.