Midwestern State University

Purchasing & Contract Management Department 3410 Taft Blvd., Daniel Bldg., Room 200 Wichita Falls, TX 76308



Request for Proposal

Housing Rental Laundry Services

RFP 735-19-4306

March 6, 2019

Anticipated Schedule of Events

March 6, 2019	Issuance of RFP
March 18, 2019 (10:00 am CT)	Non-Mandatory Site visit
March 25, 2019 (12:00 pm CT)	Deadline for Submission of Questions
March 27, 2019 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
April 09, 2019, (2:00 pm CT)	Deadline for Submission of Offers
July 1, 2019	Services Commencement Date (or as soon thereafter as practical)

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Section 1 Summary			
1.1 Type of Solicitation:	Request for Proposal		
1.2 Issuing Office:	Midwestern State University Purchasing & Contract Management Department 3410 Taft Blvd., Daniel Bldg., Room 200 Wichita Falls, TX 76308		
1.3 Responses to RFP:	Sealed Competitive Proposals		
1.4 Anticipated Schedule of Events:			
Issuance of RFP:	March 6, 2019		
<u>Site-Visit (Non-Mandatory)</u>	March 18, 2019 (10:00 am CT) Contact Kristi Schulte: kristi.schulte@msutexas.edu		
Deadline for Submission of Questions:	March 25, 2019 (12:00 pm CT)		
Deadline for Response to Questions:	March 27, 2019 (5:00 pm CT) or soon as possible thereafter as practical		
Deadline for Offers:	In issuing office no later than: April 9, 2019 (2:00 pm CT)		
1.5 Initial Contract Term:	ТВО		
1.6 Optional Contract Terms:	The anticipated term of any resulting agreement will begin on July 1, 2019, and expire on August 31, 2024. MSU will have the option of two (2) additional one (1) year renewal periods.		
	 Optional Renewal Period #1: September 1, 2024 – August 31, 2025 Optional Renewal Period #2: September 1, 2025 – August 31, 2026 		
1.7 Contact Person for this RFP:	<mark>Lori Case</mark> Iori.case@msutexas.edu		
1.8 Offers Submitted:By mail or hand delivery:By email:By fax:	Accepted Accepted Not Accepted		
1.9 RFP Addenda:	Notice of changes to items directly affecting the original RFP or offer process will be posted on the Electronic State Business Daily (ESBD) located at: <u>http://esbd.cpa.state.tx.us</u> and the MSU Purchasing webpages located at: <u>http://www.msutexas.edu/purchasing</u> Amendments to the solicitation will be posted as RFP an addendum. It is the responsibility of an interested party to check periodically the ESBD and/or MSU Purchasing webpage for updates to the RFP prior to submitting an offer. Each		

respondent is solely responsible for verifying receipt

Addendum, if applicable, and offer by the deadlines specified.

1.10 Questions & Responses:	Questions regarding this RFP must be in writing and must be submitted to contact person for this RFP noted in Section 1.7. <u>Telephone inquiries will not be accepted</u> . MSU intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @ <u>http://msutexas.edu/purchasing/.</u> Each bidder is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.
1.11 Bidder Presentations:	Presentations/interviews are an option of the evaluation team and may <u>or</u> may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Part 5. The presentation will be conducted at a location, date and time to be arranged. MSU will determine the number of top-scoring respondents in its sole discretion.
1.12 Contact with MSU Staff:	Upon issuance of this RFP, employees and representatives of MSU, other than the MSU contact person identified in Section 1.7, will not discuss the contents of the RFP with any bidder or its representatives. Failure of a bidder or any of its representatives may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.13 Additional Requirements/Qualifications: N/A

1.14 Evaluation of Offer under Best Value Standard (Texas Government Code §2157.003): The proposal analysis will include:

	Criteria	
1	Experience, References	30%
2	Prior favorable service to Midwestern State University	10%
3	Communication, Services, Technology	10%
4	Financial Cost	15%
5	Service Systems	15%
6	Level of Equipment	10%
7	Maintenance Staff/Availability	10%
	1	100%

The factors listed in Texas Government Code §215.074, 2156.007 & 2157 shall also be considered in making an award when specified.

Section 2 General Information

2.1 Introduction

Midwestern State University seeks proposals from qualified vendors for **Housing Rental Laundry Services**. Services are specifically described in Section 6 (Specifications/Scope of Work).

2.2 General Terms & 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 Proposals.

Section 3 Notice to Bidders PLEASE NOTE CAREFULLY

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

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

PROPOSALS SUBMITTED <u>AFTER</u> THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

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 PROPOSAL in excess of the amounts quoted.

The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

3.1. Clarification of Instructions or Specifications

Questions requiring only clarification of instructions or specifications will be handled through the email process. **Telephone inquiries will not be accepted**. If any questions results in a change or addition to this Proposal, 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/. Written inquires pertaining to proposals must give Proposal Number. Oral or other written interpretations or clarifications shall be without legal effect.

3.2. Group Purchasing Procurement

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335, 73.115, and 74.008). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this RFP.

3.3 Availability of Funds

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

3.4 Non-Bid Solicitations

Phone calls/emails from vendors using this bid in an attempt to make a sales call (which circumvents the bid process) will not receive a response.

Section 4 Proposal Submission Procedures

4.1 Proposal Submission

Each proposal shall be properly identified with the name and number of proposal and name of bidder submitting proposal. Proposals must be in the MSU Purchasing Office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted proposals will be date/time stamped upon receipt.

One (1) original individually bound completed proposal and one (1) electronic version (USB Drive) is required if submissions are to be mailed or delivered. See Section 1.8 for acceptable submission requirements.

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

Proposals MUST give full firm name and address of the bidder. Failure to manually sign proposal will result in disqualification. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

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

Any catalog, brand name or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is to indicate type and quality desired unless otherwise indicated. Proposals on brand of like nature and quality may be considered. If proposal 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 proposal. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increase will not be considered.

4.3 Altered/Amended Proposals

Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his/her authorized agent. No proposal can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

4.4 State Sales Tax

The University is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN PROPOSAL.

4.5 Samples

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/her expense. Each sample should be marked with bidder's name, address, and University proposal number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO PROPOSAL**.

4.6 Condition of Items

All items proposed shall be new, in first class condition suitable for shipment and storage (the University prefers recycled packaging whenever possible), unless otherwise indicated in proposal. 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.

4.7 Right to Reject

The University reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award to the Bidder that proposals to the Best Value to the University. The University reserves the right to award by item or by total proposal. Prices should be itemized.

All proposals meeting the intent of this request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. 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. The 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.

4.8 Delivery

Proposal 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 proposal 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.

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.

Consistent and continued tie bidding could cause rejection of proposals by the University and/or investigation for Anti-Trust violations.

4.9 Variation in Quantity

The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

4.10 Bid Deposit

Bid Deposit - A deposit required with submitted proposals from bidders to protect the State in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your bid is \$25,000 or above.

4.11 Accessibility & Section 508 Compliance

Bidders are required to supply detailed information on how their proposed products, services and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the Vendor shall provide documentation of how each requirements or specification is met.

It is the Bidder's responsibility to maintain the integrity of any accessibility documentation provided to the University. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the bidder plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the bidder shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered.

For third party COTS products, the bidder must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

Section 5 Award/Post Award

5.1 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.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award.

5.2 Public Information

Bidders are hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The University may seek to protect from disclosure all information submitted in response to this RFP until such time a final agreement is executed

Upon execution of a final agreement, the University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Bidders will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.

5.3 Invoicing

Bidder shall submit two (2) copies of an itemized invoice showing proposal number and purchase order number to:

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

5.4 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 in accordance with Texas Government Code §2251.021. 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.

5.5 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 contactor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;

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.

5.6 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.

5.7 Other Remedies

In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

5.8 E-Verify

Bidders certifies that for contract for services, bidders shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by bidders to perform duties within Texas; and
- All persons, including subcontractors, assigned by bidders to perform work pursuit the contract within the United States.

5.9 Bonds

Payment Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. If awarded the project a Payment Bond will be required if your bid is \$25,000 or above.

Performance Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for bids of \$100,000 or above.

5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of bidder's proposal if your proposal is \$100,000 or above. Each bidder must complete and return the HSP in accordance with the terms and conditions of this RFP. HSP can be found at the below listed link:

http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

Bidders that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252. The University has reviewed this RFP in accordance with Title 34, Texas Administrative Code, §20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

5.11 Ethics Commission Reporting

The University is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the University).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

5.12 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the University may permit a bidder to revise its proposal in order for the University to obtain a best and final offer (BAFO). The University will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. The University is not bound to accept the best-priced proposal if that proposal is not the most advantageous to the University as determined by the evaluation team.

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. The University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk. The University shall comply with Texas Government Code § 2261.256 & Midwestern State University Policy 2.24 the University regarding contract management

Section 6 Specifications/Scope of Work

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 proposals.

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

The proposal analysis will include compliance to proposal specifications, past performance with vendor, references, delivery time and overall cost. Weighted averages are calculated as noted in Section 1.14. The University reserves the right to consider deviations from these specifications.

Please note the following:

- Specifications and drawing at the below Link under current proposal opportunities listed under the RFP number: <u>http://msutexas.edu/purchasing/</u>
- Supply schedule and lead time for project with proposal.
- Supply an insurance certificate with your Proposal.
- Supply a W-9 with your Proposal if new to Midwestern State University.
- 2010 Uniform General Conditions apply to this Proposal and can be found at the below listed link:
- <u>http://msutexas.edu/purchasing/contract-management</u>

6.1 Specifications & Scope of Work

General:

MSU Texas solicits responses to the Request for Proposals ("RFP") for qualified vendors interested in RENTAL LAUNDRY SERVICES for Midwestern State University ("MSU") facilities.

I. PROJECT BACKGROUND:

MSU Texas has seven on-campus housing facilities for student use. There are currently four on-campus traditional residence hall facilities and three apartment facilities. Five of these facilities have resident laundry services. The number of washers and dryers are listed below. The dimensions of the room can be viewed on the attached sheet.

The five facilities that have laundry rooms are listed:

• Legacy Hall is a 500 bed residential facility primarily housing freshman and sophomore students in double-occupancy rooms. Legacy Hall has laundry facilities on the 2nd, 3rd, 4th, & 5th floors. Each laundry room has one front load washer, five top load washers, and three stacked dryers.

- Pierce Hall is a 227 bed residential facility that primarily houses freshman and sophomore men and women in double-occupancy rooms. Pierce hall has laundry facilities on the 1st and 3rd floor. Each laundry room has 4 washers & 4 dryers. There is no elevator in Pierce Hall.
- Killingsworth Hall is a 301 bed traditional residential facility primarily housing freshman and sophomore men and women in double occupancy rooms. Killingsworth Hall has laundry facilities on the 2nd, 3rd, 5th, & 6th, floors. Each room has 4 washers & 4 dryers.
- McCullough-Trigg Hall is a 152 bed suite style facility housing a collaboration of freshman, sophomore and junior students. It has 5 washers and 8 stacked dryers in the laundry room.

Laundry Room Location	Quantity	Description
Killingsworth Hall – 2 nd floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
Killingsworth Hall – 3 rd floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
Killingsworth Hall – 5 th floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
Killingsworth Hall – 6 th floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
Pierce Hall – 1 st floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
Pierce Hall – 3 rd floor	4 washers/4 dryers	4 front load washers
		4 single electric dryers
McCullough-Trigg – 1 st floor	5 washers/8 dryers	5 front load washers
		4 stacked electric dryers (count as 8)
Legacy Hall – 2 nd floor	6 washers/6 dryers	1 front load washer
		5 top load washers
		3 stacked electric dryers (count as 6)
Legacy Hall – 3 rd floor	6 washers/6 dryers	1 front load washer
		5 top load washers
		3 stacked electric dryers (count as 6)
Legacy Hall – 4 th floor	6 washers/6 dryers	1 front load washer
		5 top load washers
		3 stacked electric dryers (count as 6)
Legacy Hall – 5 th floor	6 washers/6 dryers	1 front load washer
		5 top load washers
		3 stacked electric dryers (count as 6)
Totals	53 washers/56 dryers	

MSU Texas, through its Office of Residence Life & Housing provides residential services to its on campus student population. The Office of Residence Life & Housing believes there is a need for rental laundry services in the residence halls & one apartment complex. Currently, the University pays \$36.60 per machine/per month and students have access to "vend free" laundry with laundry rates built into the room rental agreement. Students also

have access to a laundry app, allowing them to view open machines from their phones. The University desires to continue providing "run free" laundry with access to technology

II. SCOPE:

Provide Laundry Vending Services. MSU Texas is looking to enter into a contract with a firm that can include equipment, ongoing maintenance of the equipment, marketing, management, and customer service.

The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. All proposals should be complete and carefully worded and should convey <u>all</u> of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the University alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award.

Contract Period: The agreement resulting from this RFP is to be a five (5) year agreement, for the period of July 1, 2019 (projected) and terminating on July 31, 2024 with pricing held firm through the entire five (5) year term. If the successful bidder has satisfactory service and can negotiate acceptable pricing with the University, the agreement may be renewed for an additional two (2) years.

Site Visit: To help prepare their proposal, potential partners will be permitted to visit the laundry facilities on campus on March 18, 2019 at 10:00 AM. Contact Kristi Schulte @ kristi.schulte@msutexas.edu to confirm that a representative will be on campus to participate in the site visit. This will be the only time Contractors will be permitted to conduct a tour of the laundry facilities.

The chosen firm's responsibilities shall include, yet not be limited to the following:

- 1. Provide commercial grade, high efficiency equipment and possess an Energy Star rating as set by the US Department of Energy. Preference will be given to top load washers. Washers shall have at least three wash cycles (i.e. regular, perma-press and delicate) selections.
- 2. Laundry equipment shall be of adequate size, capacity and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at all locations and, where feasible, shall be the same height to give uniformity of appearance.
- 3. Each laundry room must have at least one washing and one drying unit that is ADA compliant. Such machines shall have all controls convenient for use by people in wheelchairs.
- 4. The University strongly prefers a company with a non-commission laundry program (vend free programmed machines) whereas the chosen firm shall the invoice Midwestern State University

Office of Residence Life & Housing monthly for rental of washer & dryers; the University will not be utilizing coins, tokens, or ID card readers to start the machine.

- 5. All washers and dryers remain property of the vendor.
- 6. The University may require replacement of any machines which have a history of malfunction and may also require the installation of machines in areas not specified at the onset of any agreement issued as a result of the RFP. In either case, all such actions requested by the University will be accomplished by the vendor within thirty (30) working days after the receipt of notification. "History of malfunction" is typically determined by on-going discussions with the University and the successful bidders. RFP responses should contain a statement regarding how the successful bidder proposes to determine "history of malfunction."
- 7. Washers and dryers will be installed by the vendor in conformity with all federal, state and local building, utility and health codes, and all other applicable laws/regulations. Natural gas (if used and where available), electrical, sewage, and hot and cold water utility service shall be provided by the University at no charge to the vendor.
- 8. In the event the successful proposer is not the current vendor, the successful proposer must work with the current vendor at Midwestern State University to provide a mutually agreed upon timeline for the transition period of new equipment, in all locations, with little or no interruption in service to the University.
- 9. The vendor shall have the right to enter on the premises of the University at all reasonable times for the purpose of servicing and inspecting the machines and for removal of the machines so as to keep them in good working order.
- 10. The vendor shall respond to malfunction reports within twenty-four (24) to forty-eight (48) hours from the time reported except weekends and holidays. The vendor shall keep a maintenance report log (by machine) to reflect at a minimum (1) the date and time a maintenance request was received, (2) the date and time the required maintenance was performed and (3) a description of the maintenance completed. The vendor shall provide the maintenance report log or copy thereof to the University, in electronic format, every month and upon request.

The University expects that an appropriate number of fully trained service personnel/staff will be available to support the vendor's proposal. Machines are to be checked (at a minimum) each week the University is open to ensure condition at all times and shall clean up after themselves after any work is performed on the washers or dryers.

11. The vendor shall propose and adhere to a preventative maintenance schedule for all washers and dryers that meet the manufacturer's minimum requirements for sufficient ventilation of dryers and

sufficient lubrication of washers and dryers. The vendor shall propose and adhere to a replacement cycle for all machines either based on number of uses or number of years. Both a preventative maintenance schedule and replacement of machines schedule must be part of the proposal. Preventative maintenance schedule should include a schedule for cleaning of all dryer vents.

- 12. The University assumes responsibility for the maintenance of utility services/lines used by the vendor and furnished by the University on university property, for the exterior of all buildings occupied by the vendor and for the cleaning of the public areas occupied by the vendor.
- 13. During the term of the agreement, the vendor and their designated representatives will be both responsible to and accountable to the Director of Residence Life & Housing and his/her designee. The vendor shall not take any directions that affect any contractual obligations from any other agents of the University except to respond to service calls.
- 14. The University assumes no responsibility for lost, damaged, or stolen articles or for any vandalism or damage to equipment of the vendor. However, the University agrees to take such measures as may be practical and reasonably required to protect the washers and dryers against loss or damage and will assist in every way possible to apprehend individuals who have committed acts of destruction, theft, or fraud involving the vendor's machines and occurring on University property.
- 15. The vendor will provide the necessary operating instructions for all washer and dryers installed. The instructions must be clear and concise and be clearly posted in all laundry facilities. The University will provide appropriate locations for the posting of the instructions.
- 16. The vendor will provide users at each laundry facility a local or toll free telephone number (at a minimum) where information as to malfunction reports for machines and service quality comments may be reported. Instructions for reporting malfunctions must be clear and concise and clearly posted in all laundry facilities. Information about how the work order process is handled should be clearly outlined in the response to the RFP.
- 17. The vendor shall be responsible for any refunds necessary for clothing damaged as a result of faulty machine operation. The vendor shall provide written procedures for handling all claims of damage related to machine malfunctions. The vendor shall respond to the claimant within 10 working days of the claim, even if no cash consideration is given.
- 18. It is the responsibility of the vendor to dispose of all wastes and rubbish incidental to the operation of the services described herein and resulting from actions by the Concessionaire or his employees/agents and to do so in closed containers.

19. The University strongly prefers a company that can provide a web-based monitoring system allowing students to monitor the laundry process remotely for laundry rooms located in their specific building. This technology should permit students to 1) monitor machine availability from their computer or phone via private secure web site available only through the school portal; 2) receive notification of when machines become available or when laundry is completed via email or text message; 3) view machine's usage history over the previous two week period.

6.2 Proposal Sheet/Pricing Schedule

Provide pricing based on the information in Section 6.1 preferably in the following format:

Proposal Price:	
Additional Notes:	

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Signature of Authorized Representative:	

*Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Proposal Sheet/Pricing Schedule will be basis for proposal disqualification.

Appendix A BIDDER'S CHECKLIST SUBMITTAL

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Initials of Authorized Representative:	

Due Date: Request Number: RFP 735-19-4306

Check-off

- 1. ____ Response to Solicitation
- 2. ____ *Completed Proposal Sheet/Pricing Schedule (ref Section 6.2)
- 3. <u>Signed and Completed HUB Subcontracting Plan (if necessary)</u>
- 4. ____ Voluntary Product Accessibility Template (VPAT) (if necessary)
- 6. ____ Signed and Completed Bidder's Checklist (ref Appendix A)
- 7. ____ Completed References (ref Appendix B)
- 8. ____ Signed and Completed Affidavit (ref Appendix C)
- 9. ____ Completed and initialed Addenda Checklist (ref Appendix D)
- 10. ____ Bid Deposit (if necessary)
- 11. ____ Certificate of Liability Insurance
- 12. ____Completed & Signed W9

*Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

Deliver Proposal to:

Midwestern State University Purchasing & Contract Management Department 3410 Taft Blvd., Daniel Bldg., Room 200 Wichita Falls, TX 76308

Appendix B 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/Company Name		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Contract Period:	Scope of Work:	
REFERENCE TWO		
Government/Company Name		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Contract Period:	Scope of Work:	
REFERENCE THREE		
Government/Company Name		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Contract Period:	Scope of Work:	

Appendix C 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 _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of ______,

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:	_
Email:	_
Signature:	
Name:	_
Title:	_
SWORN TO AND SUBSCRIBED BEFORE ME THIS	_day of
20	
Notary Public in and for the State of	<u>.</u>

Appendix D ADDENDA CHECKLIST

Proposal of:

(Bidder's Company Name)

To: Midwestern State University

The undersigned bidder hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Contact Name:	
Title:	
*Initials of Authorized Representative:	