

# Midwestern State University

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



## Request for Proposal

### **IDIQ – Air Conditioning Services**

RFP 735-19-4313

May 9, 2019

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#### Anticipated Schedule of Events

<b>May 9, 2019</b>	Issuance of RFP
<b>May 21, 2019 (12:00 pm CT)</b>	Deadline for Submission of Questions
<b>May 22, 2019 (5:00 pm CT)</b>	Release of Official Responses to Questions (or as soon thereafter as practical)
<b>May 31, 2019 (2:00 pm CT)</b>	Deadline for Submission of Offers
<b>September 1, 2019 through August 31, 2022</b>	Services Commencement Date

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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:** **May 9, 2019**
  - Pre-Bid Meeting (Mandatory):** **N/A**
  - Deadline for Submission of Questions:** **May 21 2019 (12:00 pm CT)**
  - Deadline for Response to Questions:** **May 22, 2019 (5:00 pm CT)**  
**or soon as possible thereafter as practical**
  - Deadline for Offers:** **In issuing office no later than:**  
**May 31, 2019 (2:00 pm CT)**
- 1.5 Initial Contract Term: **September 1, 2019 to August 31, 2022**
- 1.6 Optional Contract Terms:
  - The anticipated term of any resulting agreement will begin on the September 1, 2019 and expire on August 31, 2022. MSU will have the option of one (1) additional one (1) year renewal periods.
  - Optional Renewal Period #1: September 1, 2022 – August 31, 2023
- 1.7 Contact Person for this RFP:
  - Joseph J. Mrugalski Jr.
  - [joe.mrugalski@msutexas.edu](mailto:joe.mrugalski@msutexas.edu)
- 1.8 Offers Submitted:
  - By mail or hand delivery: Accepted
  - By email: Accepted (**Preferred**)
  - By fax: 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: <http://esbd.cpa.state.tx.us> and the MSU Purchasing webpages located at: <http://www.msutexas.edu/purchasing>
  - 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.

**Telephone inquiries will not be accepted.** MSU intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @ <http://msutexas.edu/purchasing/>. 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 **or** 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:

No.	Criteria	Weight
1	Past performance in terms of quality work and compliance with performance schedules.	25%
2	Prior favorable service with colleges and universities.	5%
3	Prior favorable service to Midwestern State University	20%
4	Proposed labor rates and markup percentages	40%
5	Demonstrated knowledge of state and federal asbestos abatement regulations.	Mandatory
7	Overall team approach towards working with the owner, owner’s representative, general contractor, and client.	5%
8	Completeness and general response to this Request for Proposal.	5%

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 **IDIQ for Air Conditioning Repair 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 AFTER 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.

Electronic submissions are preferred and must be sent to the contact person email address referenced in Section 1.7.

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

Mailed or hand delivered submissions must be received **in** the issuing office noted in Section 1.2 before the scheduled deadline for submissions. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

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) (if applicable).

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 contractor 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 pursuant 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: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **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 of 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 evaluation criteria and calculated weighted averages 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: <http://msutexas.edu/purchasing/>
- 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:
- <http://msutexas.edu/purchasing/contract-management>

### 6.1 Specifications & Scope of Work

#### IDIQ - AIR CONDITIONING SERVICES Statement of Work

It is the intent of these specifications to describe the minimum requirements for General Air Conditioning Contractor Services at Midwestern State University in sufficient detail to secure comparable bids.

This is an annual contract for General Air Conditioning Contractor Services at Midwestern State University. The term of the contract will be from **September 1, 2019 through August 31, 2022** with one option to renew for the period September 1, 2022 through August 31 2023. Renewal option will be agreed upon in writing by the vendor and Midwestern State University no later than July 15, 2022.

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

Bidder is to furnish tools, labor, and material to do general air conditioning service work on the campus as needed when authorized by the Associate Vice President for Facilities Services, Director of Construction Services, or the Utilities Superintendent for Facilities Services.

The rates for this work will be posted to the contract agreement. There will be no maximum dollar amount associated with the Purchase Order as work will be performed on a case by case basis as designated by the Associate Vice President for Facilities Services, Director of Construction Services, or the Utilities Superintendent for Facilities Services. Projects will be communicated to the bidder on a case by case basis as the University determines there is a need for contractual assistance on projects.

All pricing shall include trip charges, vehicle charges, equipment rentals, etc. required for the successful completion of the task. If additional charges not listed will be added by the contractor, the contractor shall specify them in their bid response as turnkey pricing. If such charges are not included as part of the response to the RFP, they cannot be billed.

All line item prices on the Contract Pricing sheet shall include ALL parts, labor, and Freon (where applicable).

Response time for any repairs will be 2 to 4 hours called in between normal working hours, Monday through Friday, 8 AM to 4 PM (allows for one hour of straight time response during normal working hours). Request for repairs called in during any other times and requiring an immediate response, including holidays, will be considered overtime rates with the same response time requirement of 2-4 hours maximum. Repeated failure to respond within a maximum of four hours may result in termination of the contract.

Vendor shall maintain an inventory of basic parts for all units noted above including condenser units, coils, and motors which allow for the immediate repair of units. Relying on overnight delivery of these basis parts is not acceptable.

In cases where material is not provided by the Owner (i.e., most cases), the bidder will provide the material with his stated mark-up on the cost of material. This mark-up must be explicitly stated in the proposal.

The successful bidder(s) will be furnished in writing University personnel that have the authority to “call out” work for the campus.

The successful bidder will present a time sheet for approval at the completion of each job, except in the case of the specific items listed on the Contract Pricing sheet which are turnkey prices. The University representative will sign it and retain a copy of the time sheet. A signed copy of this time sheet will be submitted with each invoice for payment. (Note: The invoice must reflect actual labor information: job title, hourly rate, hours worked, etc.) Additionally, if materials are purchased by the bidder for the assigned job the invoice must reflect the actual cost of the materials and the agreed upon mark-up. Original receipts must be included with the invoice submitted to the Purchasing Department.

The details regarding the type of release forms or documents to be used to charge to this Purchase Order will be worked out with the Bidder, Associate Vice President for Facilities Services and Director of Purchasing.

**6.2 Proposal Sheet/Pricing Schedule**

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

**Labor Rate**

Regular/Straight Time - Technician		\$/hour
Regular/Straight Time – Helper/Laborer/hour		\$/hour
Overtime-Technician		\$/hour
Overtime – Helper/Laborer		\$/hour
Material Markup		%

**Sunwatcher Village Lennox OEM 410A**

2.5 Condenser Coil and TXV Replacement	
Condenser Motor #68J97 ONLY, NO LABOR	
Evaporator Motor #18K7701 ONLY, NO LABOR	
T2900 Venstar Thermostat with Lock Ring Replacement	
Evaporator Coil Replacement	

**Sundance Court, Replace existing Goodman to Carrier 410a (all prices below shall be for Carrier Unit, except Fredrick Unit)**

2.5 Condenser Replacement	
2.5 Ton Air Handler Replacement	
Condensing Unit Replacement	
Evaporator Coil Replacement	
Condenser Motor Replacement	
Fan Motor Replacement	
T2900 Venstar Thermostat with Lock Ring Replacement	
Frederick, 2 Ton, Mini-Split M24CJ A/C Unit	

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

\*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:	
<b>*Initials</b> of Authorized Representative:	

Due Date:

Request Number: RFP 735-19-4313

Check-off

1. \_\_\_ Response to Solicitation
2. \_\_\_ \*Completed Proposal Sheet/Pricing Schedule (ref Section 6.2)
3. \_\_\_ Signed and Completed HUB Subcontracting Plan (if necessary)
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 \_\_\_\_\_.

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:	