

Midwestern State University

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



Request for Proposal

Utility Tunnel Repairs - A Tunnel

RFP 735-19-8215

April 9, 2019

Anticipated Schedule of Events

April 9, 2019	Issuance of RFP
April 23, 2019 (10:00 am CT)	Pre-bid Meeting (NW Corner of Council & Comanche)
April 25, 2019 (12:00 pm CT)	Deadline for Submission of Questions
April 26, 2019 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
May 2, 2019 (2:00 pm CT)	Deadline for Submission of Offers

Table of Contents

Section 1: Summary	
	1. Summary
Section 2: General Information	
	2.1 Introduction
	2.2 Terms & Conditions
Section 3: Notice to Bidders	
	3.1 Clarification of Instructions or Specifications
	3.2 Group Purchasing Procurement
	3.3 Availability of Funds
Section 4: Proposal Submission Procedures	
	4.1 Proposal Submission
	4.2 Freight Terms
	4.3 Altered/Amended Proposals
	4.4 Sales Tax
	4.5 Samples
	4.6 Condition of Items
	4.7 Right to Reject
	4.8 Delivery
	4.9 Variation in Quantity
	4.10 Bid Deposit
	4.11 Accessibility & Section 508 Compliance
Section 5: Evaluation & Award	
	5.1 Award
	5.2 Public Information
	5.3 Invoicing
	5.4 Payments
	5.5 Discrimination
	5.6 Assignment
	5.7 Other Remedies
	5.8 E-Verify
	5.9 Bonds
	5.10 HUB Subcontracting Plan
	5.11 Ethics Reporting
	5.12 Best & Final Offers
	5.13 Contract Management
Section 6: Specifications & Scope of Work	
	6.1 Specifications & Scope of Work
	6.2 Proposal Sheet/Pricing Schedule
Section 6: Appendices	
	Appendix A – Bidder’s Checklist
	Appendix B – References
	Appendix C – Affidavit
	Appendix D – Addenda Checklist
	Appendix E – Specifications

	Appendix F – Sample Contract
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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 <u>Anticipated Schedule of Events:</u>	
<u>Issuance of RFP:</u>	April 9, 2019
<u>April 23, 2019 (10:00 am CT)</u>	Non-Mandatory Pre-bid Meeting (Location: NW Corner of Council & Comanche on MSU campus)
<u>Deadline for Submission of Questions:</u>	April 25, 2019 (12:00 pm CT)
<u>Release of Official Responses:</u>	April 26, 2019 (5:00 pm CT) (or as soon thereafter as practical)
<u>Deadline for Offers:</u>	In issuing office no later than: May 2, 2019 (2:00 pm CT)
<u>Tentative Start Date for Delivery:</u>	Start as soon as possible
1.5 Initial Contract Term:	May 10, 2019 to August 31, 2019
1.6 Optional Contract Terms:	<p>The anticipated term of any resulting agreement will begin on the date an agreement is executed, and expire on August 31, 2019. MSU will have the option of two (2) additional one (1) year renewal periods.</p> <ul style="list-style-type: none"> • Optional Renewal Period #1: September 1, 2020 – August 31, 2020 • Optional Renewal Period #2: September 1, 2021 – August 31, 2021
1.7 Contact Person for this RFP:	Tracy Nichols tracy.nichols@msutexas.edu
1.8 Offers Submitted:	
By mail or hand delivery:	Accepted
By email:	Accepted (preferred)
By fax:	Not Accepted
1.9 RFP Addenda:	<p>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</p> <p>Amendments to the solicitation will be posted as RFP</p>

an addendum. It is the responsibility of an interested party to check periodically the ESD 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:

Criteria	Weight
Respondent’s Past Performance, Qualifications & Experience, References, Delivery Time and Compliance with MSU Specifications	20%
Cost	80%
Total:	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 **Utility Tunnel Repairs - A Tunnel**. 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.

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) (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

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 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: <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 and Special 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

(Specifications & Scope of Work from Engineers are attached as Appendix E)

6.2 Proposal Sheet/Pricing Schedule

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

Base Price:	
TOTAL Bid:	
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 735-19-8215

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:	