

# Midwestern State University

Purchasing & Contract Management Department  
2733 Midwestern Pkwy, Room 105  
Wichita Falls, TX 76308



## Request for Proposal

### Fain Fine Arts Band/Orchestra Music Equipment

RFP 735-21-4351

March 24, 2021

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#### Anticipated Schedule of Events

|                                    |  |
|------------------------------------|--|
| <b>March 24, 2021</b>              | Issuance of RFP  |
| <b>April 6, 2021 (12:00 pm CT)</b> | Deadline for Submission of Questions   |
| <b>April 7, 2021 (5:00 pm CT)</b>  | Release of Official Responses to Questions<br>(or as soon thereafter as practical) |
| <b>April 15, 2021 (2:00 pm CT)</b> | Deadline for Submission of Offers  |

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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
  - 2733 Midwestern Pkwy, Room 105
  - Wichita Falls, TX 76308
- 1.3 Responses to RFP: Sealed Competitive Proposals
- 1.4 Anticipated Schedule of Events:
  - Issuance of RFP: March 24, 2021
  - Deadline for Submission of Questions: April 6, 2021 (12:00 pm CT)
  - Deadline for Response to Questions: April 7, 2021 (5:00 pm CT)  
or soon as possible thereafter as practical
  - Deadline for Offers: In issuing office no later than:  
**April 15, 2021 (2:00 pm CT)**
- 1.5 Initial Contract Term: Award to delivery
- 1.6 Optional Contract Terms:
  - The anticipated term of any resulting agreement will begin execution of the contract and expire on December 31, 2021. MSU will have the option of four (4) additional one (1) year renewal periods.
  - ~~• Optional Renewal Period #1: January 1, 2022 – December 31, 2022~~
  - ~~• Optional Renewal Period #2: January 1, 2023 – December 31, 2023~~
  - ~~• Optional Renewal Period #3: January 1, 2024 – December 31, 2024~~
  - ~~• Optional Renewal Period #4: January 1, 2025 – December 31, 2025~~
- 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 MSU Purchasing webpages located at: <http://www.msutexas.edu/purchasing>
  - Amendments to the solicitation will be posted to the RFP an addendum. It is the responsibility of an interested party to check periodically the 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 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      |
|----|--------------------------------|-------------|
| 1. | Past Performance               | 5%          |
| 2. | References                     | 5%          |
| 3. | Compliance with Specifications | 15%         |
| 4. | Delivery Time                  | 10%         |
| 5. | Overall Costs                  | 65%         |
|    | <b>Total:</b>                  | <b>100%</b> |

It is understood that factors listed in Texas Government Code §2155.074, 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 to provide specified band/orchestra music equipment for Fain Fine Arts. Commodities are specifically described in Section 6 (Specifications/Scope of Work).

### **2.2 Information about Midwestern State University**

Midwestern State University is a state/public institution of higher education governed by the Texas Legislature and its statutes and by Midwestern State University policies.

Midwestern State University is located in Wichita Falls, Texas, midway between Oklahoma City and the Dallas/Fort-Worth Metroplex. The 255-acre campus is nestled among the city's residential area, and comprises 70 buildings, numerous playing fields, and outdoor recreational facility near Sikes Lake.

Founded in 1922, Midwestern State University is one of 36 public institutions of higher education in Texas. It is organized into 7 colleges with 16 undergraduate programs offering 43 majors and 30 minors, and 9 graduate programs offering 28 majors and 15 minors. Midwestern State University is the only university in Texas with membership in the Council of Public Liberal Arts Colleges (COPLAC).

In athletics, Midwestern State University fields 13 intercollegiate NCAA Division II athletic teams and is a member of the Lone Star Conference (LSC).

### **2.3 General Terms & Conditions**

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract arising out of this RFP. In addition, and to the extent they do not conflict with these terms, <https://msutexas.edu/purchasing/assets/files/purchasing-general/midwestern-state-university-standard-terms-and-conditions-for-purchase-order---rev-6-nov.-2020-final.pdf>, will apply to all Procurements or Goods or Services by Midwestern State University.

## **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://msutexas.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 sealed 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.

If submissions are mailed or hand delivered, one (1) original individually bound completed proposal and one (1) electronic version (USB Drive) is required. 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 noted in Section 1.8. 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.

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.

**BIDDERS SHALL SUBMIT PROPOSAL PRICING ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT NOTICE, AND RETURN ENTIRE PROPOSAL PACKET. Should additional documentation or bid instructions be required, it will be noted in Section 6.1.**

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 should be included. Three (3) 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 initiated 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 proposes 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**

Proposals with deliverables or commodities to be delivered 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 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 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: Purchasing  
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:

- a.) The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.
- b.) 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;
- c.) The contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and
- d.) 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 (for Construction Proposals)

- Bid Deposit (Bid Bond)- 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.
- 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 a proposal is \$100,000 or above.

Midwestern State University has determined that there are no subcontracting opportunities. ~~Since MSU has determined that there are subcontracting opportunities, the Proposer must include a HSP even if the Proposer intends to self perform. The required supporting documentation must be submitted with the HSP. Bidders that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.~~

MSU is relying upon Proposer's expertise to fully identify subcontracting opportunities that best align with MSU and this RFP. Proposers who intend to subcontract are responsible for identifying all areas that will be subcontracted. Additional information regarding the State of Texas HUB Program can be found at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

If a properly submitted HSP contains minor deficiencies (e.g., failure to sign or date the plan, etc.), MSU may contact the Proposer for clarification to the plan if it contains sufficient evidence that the Proposer developed and submitted the HSP in good faith.

HSP forms can be found at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan/>

### 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 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.

### 6.1 Proposal Requirements

The proposal should contain ALL of the following **marked** components in the following order:

- Proposer's response to the Scope of Work
- Background of the Proposer
- Completed/signed Proposal Sheet/Price Sheet (Section 6.3)
- Estimated delivery time after receipt of order (ARO)
- (3) References (per Section 4.1) (Appendix A)
- Completed/signed Affidavit (Appendix B)
- Completed and initialed Addenda Checklist (Appendix C) (if applicable)
- Valid Certificate of Liability Insurance
- Documentation supporting Proposer's qualifications including HUB certification (if applicable);
- HUB Subcontracting plan (required for Proposal valued at \$100,000.00 or more) (if applicable);
- Completed/signed W-9 with your Proposal (if new to Midwestern State University)
- Voluntary Product Accessibility Template (VPAT) (if necessary)
- ~~Bid Deposit (Bid Bond) (per Section 5.9)~~
- ~~Performance Bond (per Section 5.9)~~
- ~~Payment Bond (per Section 5.9)~~

**Construction** proposals must also note the following components:

- Specifications and drawings at the below link under current proposal opportunities:  
<http://msutexas.edu/purchasing/>
- Supply schedule and lead time for project with proposal
- MSU Construction Standards
- 2010 Uniform General Conditions apply to this Proposal and can be found at the below listed link:  
<http://msutexas.edu/purchasing/contract-management>

Additional Instructions:

- a.) The proposal may not exceed thirty (30) pages
- b.) All pages should be typed in 12 point font within margins consistent with 8.5 inch x 11 inch paper and numbered sequentially

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**6.2 Specifications & Scope of Work**

**SPECIFICATIONS**

Fain Fine Arts Band/Orchestra Music Equipment  
RFP 735-21-4351

**BASE BID**

| Item                             | Name               | Model Number | # of units |
|----------------------------------|--------------------|--------------|------------|
| Choral Risers, 4 Step            | Wenger, Signature® | 098G054      | 4          |
| Side rail, for Risers (Set of 2) | Wenger, Signature® | 098G541      | 1          |

**ALTERNATE #1**

| Item   | Name       | Number | # of units |
|--|------------|--------|------------|
| *Music Stand   | Manhassert | 4801   | 50         |
| **Storage Cart, for Music Stands, Frame: Chrome; Seat/Back: Black  | Manhassert | 1910   | 2          |
| * Proposals on brand of like nature and quality may be considered. If other than brand specified is offered; illustrations, warranty info, brand, manufacturer model number and complete description should be included.<br><br>**Proposals for corresponding storage carts must be included if like nature and quality music stands are proposed and include illustrations, warranty info, brand and manufacturer model number. |            |        |            |

**ALTERNATE #2**

| Item  | Name   | Number  | # of units |
|---|--------|---------|------------|
| *Chair, Student Musician, 17.5 inches   | Wenger | 930000  | 54         |
| **Storage Rack, for Student Musician Chairs   | Wenger | 127A261 | 3          |
| * Proposals on brand of like nature and quality may be considered. If other than brand specified is offered; illustrations, warranty info, brand, manufacturer model number and complete description should be included.<br><br>**Proposals for corresponding storage carts must be included if like nature and quality musician chairs are proposed and include illustrations, warranty info, brand and manufacturer model number. |        |         |            |

Additional Requirements:

- **NO SUBSTITUTIONS for BASE BID only**
- **NEW EQUIPMENT ONLY. NO reconditioned or refurbished equipment.**
- This bid may be awarded completely to (1) vendor, but could be split to several vendors depending on the best value for the University.
- Include all delivery/freight, but list separately at the end of the bid
- Include warranty information for each piece of equipment included in your proposal.
- Include estimated delivery lead time (in number of days) ARO (after receipt of order)
- If prices are contracted, please reference the contract and the contract number on the proposal.
- \*If proposing on brand of like nature and quality for Alternate #1 or Alternate #2, illustrations, complete description (to include brand and manufacturer model number) and warranty info must be included.

**6.3 Proposal Sheet/Pricing Schedule/Bid Sheet**

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

| BASE BID   |                    |              |            |            |                 |
|--|--------------------|--------------|------------|------------|-----------------|
| Item   | Name               | Model Number | # of units | Price/Unit | Total Unit Cost |
| Choral Risers, 4 Step  | Wenger, Signature® | 098G054      | 4          |            |                 |
| Side rail, for Risers (Set of 2)   | Wenger, Signature® | 098G541      | 1          |            |                 |
| NO SUBSTITUTIONS for BASE BID  |                    |              |            | S&H        |                 |
|  |                    |              |            | Base Total |                 |
| Estimated delivery after receipt of order (ARO)                                      |                    |              |            | # of days  |                 |
| ALTERNATE #1   |                    |              |            |            |                 |
| Item   | Name               | Model Number | # of units | Price/Unit | Total Unit Cost |
| Music Stand  | Manhassert         | 4801         | 50         |            |                 |
| Storage Cart, for Music Stands, Frame: Chrome; Seat/Back: Black                      | Manhassert         | 1910         | 2          |            |                 |
| See RFP Section 6.2 if quoting like nature and quality substitution for Alternate #1 |                    |              |            | S&H        |                 |
|  |                    |              |            | Base Total |                 |
| Estimated delivery after receipt of order (ARO)                                      |                    |              |            | # of days  |                 |
| ALTERNATE #2   |                    |              |            |            |                 |
| Item   | Name               | Model Number | # of units | Price/Unit | Total Unit Cost |
| Chair, Student Musician, 17.5 inches   | Wenger             | 930000       | 54         |            |                 |
| Storage Rack, for Student Musician Chairs  | Wenger             | 127A261      | 3          |            |                 |
| See RFP Section 6.2 if quoting like nature and quality substitution for Alternate #2 |                    |              |            | S&H        |                 |
|  |                    |              |            | Base Total |                 |
| Estimated delivery after receipt of order (ARO)                                      |                    |              |            | # of days  |                 |
| <u>Additional Comments/Notes:</u>  |                    |              |            |            |                 |

|   |  |
|---|--|
| 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  
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 B  
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 C  
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: |  |