MIDWESTERN STATE UNIVERSITY

REQUEST FOR PROPOSAL #735-16-8160

Mustangs Walk Extension

SEALED PROPOSALS WILL BE ACCEPTED UNTIL:
2:00 P.M., Thursday, June 23, 2016
Purchasing Department
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, Texas 76308

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as “University”) by all prospective vendors (herein after referred to as “Bidders”) on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Proposals.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

Review this document in its entirety. Be sure your proposal is complete and accurate.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Request for Proposal (RFP), the change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of an addendum.

Sign the Vendor’s Affidavit Notice and return with your proposal.

BIDDERS SHALL SUBMIT ELECTRONICALLY, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE PROPOSAL PACKET

PROPOSALS SUBMITTED AFTER THE SUBMISSION DEADLINE WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL BIDDER WILL BE NOTIFIED BY MAIL OR E-MAIL. All responding bidders will receive written notification regarding the outcome of the award.
PLEASE NOTE CAREFULLY

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

Proposal shall be SUBMITTED ELECTRONICALLY and properly identified with the name and number of bid (RFP#735-16-8160 Mustang Walk Extension)

1. Proposals must be in the Purchasing Office BEFORE the hour and date specified.

2. Proposals MUST give full firm name and address of the bidder. Failure to manually sign proposal forms will disqualify bid from evaluation. Person signing bid should show TITLE or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

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 No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

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

5. Delivery of Services: Bid must show number of days required to complete project. Unrealistically short or long delivery of service promises may cause bid to be disregarded.

6. Contract recipient agrees to utilize Historically Underutilized Businesses as either subcontractors and/or suppliers to the best of his/her ability.

7. If delay is foreseen, bidder shall give written notice to Director of Purchasing. The University has the right to extend delivery of service date if reasons appear valid. Bidder must keep University advised at all times of status of work progress. Default in promised delivery of service timeframe (without acceptable reasons) authorizes the University to cancel the agreement and charge full increase in cost of project to defaulting bidder.

8. All materials used shall be new, in first class condition unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to the University’s approval.

9. The University reserves the right to accept or reject all or any part of the bid.

10. This is a Request for Proposal inquiry only and implies no obligation on the part of the University.

11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the services received by the University.
12. **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.

13. **Invoicing:** Bidder shall submit one original itemized invoice showing bid number and purchase order number to:

    Midwestern State University  
    Purchasing Department  
    3410 Taft Blvd., Daniel Building, Room 201  
    Wichita Falls, TX. 76308

14. **Payments:** The University, after receipt of and satisfaction of completed services will make payment to the contractor within 30 days from the receipt of invoice.

15. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.
Requests for Proposals

It is the intent of these specifications to describe the minimum requirements for requested services to allow Midwestern State University in sufficient detail to secure comparable bids. 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 bid analysis will include compliance to bid specifications, past performance with vendor (if any), references, delivery of services timeframe and the overall cost to the University. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on Midwestern State University’s ability to provide funding for the purchase of the equipment.

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

The bidder shall return the entire bid/specification package, with their bid, which will constitute a contract equally binding between the bidder and Midwestern State University if the University accepts the bid. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until delivery and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

PRE-BID: A pre-bid meeting will be held on June 14, 2016, at 10:00 AM on the West side of Clark Student Center and East of Killingsworth Dormitory, located on the MSU campus, 3410 Taft Blvd., Wichita Falls, Texas. MSU reserves the right to accept all or none of bids submitted.

Questions concerning these specifications should be directed in writing, via email, no later than June 16, 2016 to:

Mr. Stephen Shelley
Director of Purchasing & Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
(940) 397-4110
stephen.shelley@mwsu.edu
All bids 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 in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the University.
MUSTANG WALK EXTENSION
RFP #735-16-8160

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:
http://mwsu.edu/purchasing/

Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:
http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

Supply an insurance certificate with your Bid.

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

2005 Uniform General Conditions apply to this Bid and can be found at the below listed link:
http://mwsu.edu/purchasing/contract-management

A bid bond of 5% will be required to be submitted with your bid.

Performance and Payment Bonds will be required for this project, if awarded.

A project schedule is to be submitted with the bid. The anticipated construction schedule is July 1, 2016, though September 1, 2016
BASE BID:___________________________

Name:____________________________________

Company:__________________________________

Signature:__________________________________

Date:______________________________________

Email:______________________________________

Telephone:__________________________________
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.**

<table>
<thead>
<tr>
<th>REFERENCE ONE</th>
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<tr>
<td>Government/Company Name: ________________________________________________</td>
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<td>Address: ________________________________________________________________</td>
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<tr>
<td>Contact Person and Title: _________________________________________________</td>
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<tr>
<td>Phone: ___________________ Fax: ____________________</td>
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<td>Contract Period: ___________________ Scope of Work: ________________________</td>
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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 Number:
_________________________________________________________________________
_________________________________________________________________________
Email ____________________________
__________________________
Signature

Name: ____________________________
Title: ____________________________

SWORN TO AND SUBSCRIBED BEFORE ME THIS __________ day of ____________,
20 ________.

_________________________________________________________________________
Notary Public in and for the State of _______________________.

9
San Antonio, Texas 78215
(210) 366-9933  Fax: (210) 366-9916
Landscape Architects  Planners
1221 Broadway, Suite 101
MAY 25, 2016
SUNWATCHER PLAZA
PHASE 2
MIDWESTERN STATE UNIVERSITY

TR, KN

Sheet Title:
Sheet Number:
Requested:
Date Issued:
Revision:
Project:

OVERALL REFERENCE PLAN

Designed:
Revised:
TR, KN

DRAWN BY: TR, KN
REVI.: TR
DATE: MAY 25, 2016

CLARK STUDENT CENTER

REF: LC 1.2
REF: LB 1.2
REF: LS 2.2

REF: LG 1.1
REF: LB 1.1
REF: LS 2.1

COMANCHE TRAIL

FALUNCHORS HALL

10'
5'
20'
40'

TR

KN

KN

TR
Designed:
Drawn:
Reviewed:
Date Issued:
Revisions:
Sheet Title:
Sheet Number:
Project Number:
San Antonio, Texas 78215
(210) 366-9933           Fax: (210) 366-9916
Landscape Architects                  Planners
1221 Broadway,                         Suite 101
Project:
SUNWATCHER PLAZA
PHASE 2
MIDWESTERN STATE
UNIVERSITY
WICHITA FALLS, TEXAS
MAY 25, 2016
TR, KN
DEMOLITION
PLAN
LD 1.1

Wichita Falls, Texas 76308
This document is subject to change and may not reflect the most current information. Please contact the design firm for the latest information.

Scale 1"=100'

ASPHALT
CONCRETE
LANDSCAPE
CONCRETE CURB

Legend:

10'
20'
40'

North arrow is shown on all sheets. In each of the following drawings, the symbols shown have been adopted for use throughout the project and are intended to be used as a guide to aid the installer. Not all symbols are shown on all drawings in the package. Unspecified materials shall not be installed. Only those items specifically noted are to be incorporated. All dimensions, unless otherwise noted, are given in feet and inches. Reference to the Preliminary Site Plan and Civil Engineering Drawings is recommended for additional information on the intended purpose of each symbol or detail shown. The purpose of these drawings is to convey the intent of the designer in terms of the physical configuration, and the designer shall not be responsible for any errors or omissions. Warranties are specifically excluded. This material is for use in the construction of the project and is provided only for the information of the installer. If it is determined that any of the equipment or materials specified are not satisfactory or are not available, the designer shall be notified immediately, and the designer shall provide written approval of any change. The designer assumes no responsibility for any modifications made by the installer. The designer shall not be responsible for the installation of any equipment or materials not specifically shown and shall not be responsible for any errors or omissions.

No liability shall be assumed by the designers listed above for errors or omissions herein to locate or in materiality, equipment, materials, or any other item. The designer shall not be responsible for the installation of any equipment or materials not specifically shown and shall not be responsible for any errors or omissions.

Project:
SUNWATCHER PLAZA
PHASE 2
MIDWESTERN STATE
UNIVERSITY
WICHITA FALLS, TEXAS
Project Number:

Designed: TR, KN
Drawn: KN
Reviewed: TR, KN
Date Issued: MAY 25, 2016
Revisions:

Sheet Title: DEMOLITION PLAN
Sheet Number: LD 1.1

Legend:

ASPHALT
CONCRETE
LANDSCAPE
CONCRETE CURB

Scale 1"=100'
IRRIGATION NOTES:

1. This project represents the final irrigation design of an existing irrigation system. It is the responsibility of the owner to have the irrigation system installed and maintained. The irrigation design is intended to provide an efficient and effective irrigation system for the project. It is the responsibility of the owner to ensure that the irrigation system is properly installed and maintained.

2. The irrigation system is designed to meet the irrigation requirements for the project. Any changes to the irrigation system should be approved in writing by the architect or landscape architect.

3. The irrigation system is designed to provide adequate drainage for the project. Any changes to the drainage system should be approved in writing by the architect or landscape architect.

4. The irrigation system is designed to meet the local and state regulations for water usage. Any changes to the irrigation system should be approved in writing by the architect or landscape architect.

5. The irrigation system is designed to meet the project requirements for irrigation. Any changes to the irrigation system should be approved in writing by the architect or landscape architect.

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AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND

CONTRACT NO.

This Agreement made the day of in the year 20 , by and between , hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled . These drawings and specifications prepared for Midwestern State University by , acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as Exhibit 1 (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as Exhibit 2.

DRAWINGS: See attached as Exhibit 2.

ADDENDA: See attached as Exhibit 2.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract:

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within ( ) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of ($ ), and make payment on account as hereinafter provided.
ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as Exhibit 3. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of ($ ) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

**ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT:** By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner’s authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative.
Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy, University’s Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.
BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

MIDWESTERN STATE UNIVERSITY

By: _______________________________ By: _______________________________
   Signature                          Signature

_____________________________   _______________________________
Print name                      Print name

_____________________________   _______________________________
Date:                           Date: