

# Midwestern State University

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



## Request for Proposal

### Central Plant Boiler Replacement Project

RFP 735-2023-4381

October 6, 2023

---

#### Anticipated Schedule of Events

<b>October 6, 2023</b>	Issuance of RFP
<b>October 13, 2023</b>	Non-Mandatory Pre-Bid Meeting
<b>October 19, 2023 (12:00 pm CT)</b>	Deadline for Submission of Questions
<b>October 20, 2023 (5:00 pm CT)</b>	Release of Official Responses to Questions (or as soon thereafter as practical)
<b>October 31, 2023 (2:00 pm CT)</b>	Deadline for Submission of Offers

---

**Table of Contents**

<b>Section 1: Summary</b>	
	1. Summary
<b>Section 2: General Information</b>	
	2.1 Introduction 2.2 Information about Midwestern State University 2.3 Terms & Conditions 2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policies & Procedures
<b>Section 3: Notice to Respondents</b>	
	3.1 Clarification of Instructions or Specifications 3.2 Group Purchasing Procurement 3.3 Availability of Funds
<b>Section 4: Response Submission Procedures</b>	
	4.1 Response Submission 4.2 Freight Terms 4.3 Altered/Amended Responses 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 4.10 Accessibility & Section 508 Compliance 4.11 Validity Period
<b>Section 5: Evaluation &amp; Award</b>	
	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
<b>Section 6: Requirements, Specifications/Scope of Work, Response Sheet</b>	
	6.1 Response Requirements 6.2 Specifications & Scope of Work 6.3 Response Sheet/Pricing Schedule
<b>Section 7: Affirmation &amp; Conflict of Interest Disclosure</b>	
	7. Conflict of Interest Affirmation (Proposer Information & Signature)
<b>Appendices</b>	
	Appendix A – References Appendix B – Affidavit Appendix C – Addenda Checklist Appendix D – Sample Contract Appendix E – Wage Rates Appendix F – Specifications Appendix G - Drawings

**Section 1  
Summary**

- 1.1 Type of Solicitation: Request for Proposal (RFP)
- 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: October 6, 2023
  - Non-Mandatory Pre-Bid October 13, 2023 (10:00 am CT @ Central Plant)
  - Deadline for Submission of Questions: October 19, 2023 (12:00 pm CT)
  - Deadline for Response to Questions: October 20, 2023 (5:00 pm CT)  
or soon as possible thereafter as practical
  - Deadline for Offers: In issuing office no later than:  
**October 31, 2023 (2:00 pm CT)**
- 1.5 Initial Contract Term: Award to Project Completion
- 1.6 Optional Contract Terms:

The anticipated term of any resulting agreement will begin September 1, 2023 and will expire on August 31, 2024. The agency will have the option of one (1) additional one (1) year renewal periods.

  - ~~• Optional Renewal Period #1: September 1, 2024 – December 31, 2025~~
  - ~~• Optional Renewal Period #1: September 1, 2025 – December 31, 2026~~
  - ~~• Optional Renewal Period #1: September 1, 2026 – December 31, 2027~~
  - ~~• Optional Renewal Period #1: September 1, 2027 – December 31, 2028~~
- 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 (**Highly 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 as 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 a response. 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.** The agency 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 respondent is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Respondent Presentations:

Presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, responses 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. The agency will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with Agency Staff:

Upon issuance of this RFP, employees and representatives of the agency, other than the agency contact person identified in Section 1.7, will not discuss the contents of the RFP with any respondent or its representatives. **Failure of a respondent or any of its representatives to adhere to this requirement 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 §2155.074):  
The response analysis will include:

Criteria	Weight
Completeness & General Response to this Request for Proposal	5%
Past Performance with vendor	5%
References	5%
Similar Project Experience	15%
Overall Costs	70%
<b>Total:</b>	<b>100%</b>

It is understood that factors listed in Texas Government Code §2156.007 & 2157.003 shall also be considered in making an award when specified.

## **Section 2** **General Information**

### **2.1 Introduction**

Midwestern State University seeks responses from qualified respondents for the **Central Plant Boiler Replacement Project**. Commodities & Services 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 a member of the Texas Tech University System.

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.

### **2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policy & Procedures**

By submitting a response, the respondent agrees to and shall comply with all applicable local, state, and federal laws Regulations, as well as with all applicable policies and procedures of the Texas Tech University System & Midwestern State University.

## **Section 3** **Notice to Respondents** **PLEASE NOTE CAREFULLY**

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

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

**RESPONSES 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 agency. All cost quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this SOLICITATION in excess of the amounts quoted.

The respondent agrees to protect the agency 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 solicitation, the change(s) and addition(s) will be addressed to all respondents involved as quickly as possible in the form of an addendum. It is the responsibility of the respondent to view the posting on the agency purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquires pertaining to solicitations must give RFP 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). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful respondent under this RFP.

### 3.3 Availability of Funds

Award of this solicitation will be contingent on availability of agency funds.

### 3.4 Non-Bid Solicitations

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

## Section 4

### Response Submission Procedures

#### 4.1 Response Submission

**Each sealed response shall be properly identified with the name and number of solicitation and name of respondent submitting response.** Responses must be in the agency purchasing office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted responses will be date/time stamped upon receipt.

**Electronic submissions are highly 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 response 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 1.4. 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 agency offices are officially closed on a response opening day, responses will be received until 2:00 p.m. of the next business day. At which time said responses will be privately opened.

RESPONDENTS SHALL SUBMIT RESPONSE PRICING ON THE FORM PROVIDED, SIGN THE RESPONDENT AFFIDAVIT NOTICE, AND RETURN ENTIRE RESPONSE PACKET. **Should additional documentation or solicitation instructions be required, it will be noted in Section 6.1.**

Responses MUST give full firm name and address of the respondent. Failure to manually sign response will result in disqualification. Person signing response 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 the solicitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Responses on brand of like nature and quality may be considered, unless otherwise noted in Section 6.1. If response is based on other than referenced specifications, response 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 response. If respondent takes no exception to specifications or reference data, he/she 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. Quote unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Responses subject to unlimited price increase will not be considered.

#### **4.3 Altered/Amended Responses**

Responses CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by respondent or his/her authorized agent. No response 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 agency is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RESPONSE.**

#### **4.5 Samples**

Samples, when requested, must be furnished free of expense to the agency. If not destroyed in examination, they will be returned to the respondent on request, at his/her expense. Each sample should be marked with respondent's name, address, and agency RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RESPONSE.**

#### **4.6 Condition of Items**

All items quoted shall be new, in first class condition suitable for shipment and storage (the agency prefers recycled packaging whenever possible), unless otherwise indicated in solicitation. Verbal agreements to the agency will not be recognized. All materials and services shall be subject to the agency's approval. Unsatisfactory materials will be returned at respondent's expense.

#### **4.7 Right to Reject**

The agency reserves the right to accept or reject all or any part of any response, waive minor technicalities and award to the respondent that proposes the Best Value to the agency. The agency reserves the right to award by item or by total response. Prices should be itemized.

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the response. The absence of such a list shall indicate that the respondent has not taken exception and shall hold the respondent responsible to perform in strict accordance with the specifications of the solicitation. The agency 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 agency.

#### **4.8 Delivery**

Responses 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 respondent 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 response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from respondent 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, respondent shall give written notice to Director of Purchasing. The agency has the right to extend delivery date if reasons appear valid. Respondent must keep agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the agency to purchase supplies elsewhere and charge full increase in cost and handling to defaulting respondent.

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

When quoting delivery/freight charges, respondents will include **ALL** costs associated with the delivery of the commodities to include, but not limited to fuel surcharges, customs, duties, convenience delivery fees, limited access charges, etc. Delivery costs not included in the response will be the responsibility of the respondent.

#### **4.9 Variation in Quantity**

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

#### **4.10 Accessibility & Section 508 Compliance**

Respondents 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 respondent shall provide documentation of how each requirements or specification is met.

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

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

#### **4.11 Validity Period**

Responses must be valid for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the duration of the contract.



## **Section 5** **Award/Post Award**

### **5.1 Award**

A written contract or purchase order mailed or otherwise furnished to the successful respondent 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 RESPONDENT WILL BE NOTIFIED BY EMAIL OR MAIL. All responding respondents will receive written notification regarding the outcome of the award. See Section 1.5 & 1.6 for contract term and renewal options with regards to services.

In accordance with Texas Tech University System (TTUS) Board of Regents Rule 7.12, the contract will require a no-fault cancellation clause.

### **5.2 Public Information**

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

The agency 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 agency 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.). Respondents 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.

Midwestern State University, as part of the Texas Tech University System (TTUS), follows MSU (OP) 01.02 and TTUS Regulation 07.01 with regards to the handling of public requests and the assessment of any charges for fulfilling requests. TTUS Regulations 07.01 is available at <https://www.texastech.edu/offices/cfo/system-regulation-07.01-public-records.pdf>

### **5.3 Invoicing**

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

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

### **5.4 Payments**

The agency, after receipt of completed order will make payment to the respondent 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 agency 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 agency.

### **5.5 Discrimination**

In order to comply with the provisions of fair employment practices, the respondent agrees as follows:

- a.) The respondent 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 contactor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;
- c.) The respondent will furnish such relevant information and reports as request by the agency for the purpose of determining compliance with these regulations; and
- d.) Failure of the respondent 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 agency has the right to pursue other remedies permitted by law or in equity.

#### **5.8 E-Verify**

Respondents certifies that for contract for services, respondents 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 respondents to perform duties within Texas; and
- All persons, including subcontractors, assigned by respondents to perform work pursuant the contract within the United States.

#### **5.9 Bonds (for Construction Solicitations)**

- **Bid Deposit (Bid Bond)** - A deposit required with submitted responses from respondents to protect the State in the event a low respondent attempts to withdraw its response or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your response 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 response 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 responses of \$100,000 or above.

#### **5.10 HUB Subcontracting Plan**

A HUB Subcontracting Plan ("HSP") is required as part of respondent's response if a solicitation is \$100,000 or above.

**Midwestern State University has determined that there are subcontracting opportunities.** Since the agency has determined that there are subcontracting opportunities, the respondent must include a HSP even if the respondent intends to self-perform. The required supporting documentation must be submitted with the HSP. Respondents that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.

The agency is relying upon respondent's expertise to fully identify subcontracting opportunities that best align with the agency and this RFP. Respondents 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.), the agency may contact the respondent for clarification to the plan if it contains sufficient evidence that the respondent developed and submitted the HSP in good faith.

HSP forms can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

#### **5.11 Ethics Commission Reporting**

The agency 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 agency).

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

This contract shall remain in effect until completion and acceptance by the agency. 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 agency in the event of breach or default if this contract. The agency reserves the right to terminate the contract immediately in the event the successful respondent 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 agency shall comply with Texas Government Code § 2261.256, Texas Tech University Regents' Rules, Texas Tech University System Regulations & Midwestern State University Operating Policy & Procedures OP 30.02, 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 responses.

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

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

### 6.1 Response Requirements

The response must contain ALL of the following **marked** components in the following order:

- Background of the Respondent
- Completed/signed Response 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 solicitation valued at \$100,000.00 or more) **(REQUIRED)**;
- Completed/signed W-9 with your Response **(if new to Midwestern State University)**
- Voluntary Product Accessibility Template (VPAT) (if necessary)
- Conflict of Interest Affirmation **(REQUIRED)**
- Bid Deposit (Bid Bond) (per Section 5.9)
- Performance Bond (per Section 5.9)
- Payment Bond (per Section 5.9)

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

- Specifications and drawings at the below link under current solicitation opportunities:  
<http://msutexas.edu/purchasing/>
- Supply schedule and lead time for project with response
- MSU Construction Standards
- Texas Tech University System 2010 Uniform General Conditions apply to construction solicitations and can be found at the below listed link: <http://msutexas.edu/purchasing/contract-management>
- Wage Rates (per [Texas Government Code §2258](#)): See 2010 Uniform General Conditions Section 2.2. The Wage Rates Determination is included as **Appendix E**.

**Additional Instructions:** Please see Appendix F - Specifications

**\*\*\*The remainder of this page is intentionally left blank\*\*\***

## 6.2 Specifications & Scope of Work

Please see the following:

Appendix E – Prevailing Wage Rates

Appendix F – Specifications

Appendix G – Drawings

Please note: Bid Deposits, Performance & Payments Bonds are required per Section 5.9. Copies must be submitted with electronic copies of bid submissions, but **ALL** must be forwarded and received upon award.

HUB Sub-Contracting Plans (HSP) are required per Section 5.10.

**\*\*\*The remainder of this page is intentionally left blank\*\*\***

**6.3 Proposal Sheet/Pricing Schedule**

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

Central Plant Boiler Replacement Project (Total Costs)	\$
Notes:	

**Please review and initial the following if they apply to the respondent:**

\_\_\_\_\_ The respondent does not boycott energy companies and will not boycott energy companies during the term of the contract. **(This only applies to companies with at least 10 employees and a contract value @ \$100,000 or greater).** Per TX SB 13, Government entities may not enter into a contract with a company unless written verification is received.

\_\_\_\_\_ The respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity for firearm trade association and will not discriminate during the term of the contract **(This only applies to companies with at least ten (10) full-time employees and a contract value @ \$100,000 or greater).** Per TX SB 19, Government entities may not enter into a contract with a company unless written verification is received.

\_\_\_\_\_ The respondent does not require customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to gain access to, or receive service from the business. **(Per TX SB 968, a business that fails to comply with this requirement is not eligible to enter into a contract payable with state funds).**

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

**\*Responses must be signed by the responding company’s official authorized to commit such responses. Failure to sign the Response Sheet/Pricing Schedule will be basis for response disqualification.**

**Section 7**  
**AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE**

Signing this Proposal with a false statement shall void the submitted Proposal or any resulting Contracts, and the Proposer may be reported to the Texas Comptroller for Public Accounts for disbarment. By signature hereon affixed, the Proposer hereby certifies (7.1 through 7.16):

- 7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.3 “Pursuant to §231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.”
- 7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to officer or employee of MSU in connection with the submitted Proposal.
- 7.5 The Proposer has not received compensation for participation in the preparation of the Specifications for this RFP.
- 7.6 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in §15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly its Proposal to any competitor or any other person engaged in such line of business.
- 7.7 The Proposer and any principals of the Proposer are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 It’s understanding that under §2155.006(b) of the Texas Government Code, MSU may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five (5) year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- 7.9 Proposer agrees to comply with Texas Government Code §2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and

delivery time comparable to products and materials produced outside of Texas.

7.10 To the extent this RFP relates to a project as defined Texas Government Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Texas Government Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in Texas Government Code §2252.201(4).

7.11 Proposer is in compliance with §669.003 of the Texas Government Code, relating to contracting with executive head of a State agency. If §669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

7.12 **The Proposal** includes the name and Social Security Number of each person maintaining an ownership interest of twenty-five percent (25%) or more of the business entity submitting the Proposal. Contractors that have pre-registered this information on the Texas Comptroller’s Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME

SSN

NAME	SSN
_____	_____
_____	_____
_____	_____
_____	_____

7.13 **Any resulting Contract is not prohibited under Texas Government Code §2261.252(b) and Proposer agrees that if Proposer’s certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.**

7.14 Conflicts of Interest

7.14.1 No relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an officer or employee of MSU, on the other hand, and



- 7.14.2 The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of MSU within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of MSU is employed by the Proposer, that information shall be submitted in 7.13.
- 7.14.3 No officer or employee of Proposer is in any dual employment positions with MSU that would result in a conflict of interest or conflict of commitment in relation to the position at MSU. If such circumstance arises, the officer or employee must remove himself or herself from the Procurement process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the MSU Director of Purchasing & Contract Management. It is agreed that a MSU department may not hire a Proposer to provide Goods or Services if a current MSU officer or employee of such department is also employed by such Proposer; a current officer or employee of such department has a direct or indirect ownership interest in such Proposer; or the hiring of such Proposer would result in the furtherance of any private interest or gain for a current officer or employee of such MSU department. If it is decided by MSU that a dual employee may provide Goods or Services to MSU, if classified as a sole proprietorship or an individual, payment to said employee will be made through the Payroll Services department as additional compensation.
- 7.14.4 Proposer will make all disclosures required under [Texas Government Code §2252.908](#) upon award of a Contract that has a value of at least \$1 million.

**7.15 Conflict of Interest Affirmation:**

**By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.**

- The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.

Former Employee Name

MSU Department

---



---



---



---



---



---



---



---



---



---

- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel

Related Party

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.
- Neither the Proposer nor the Proposer’s principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with MSU. MSU may also verify that an entity or principals are not debarred, suspended, or otherwise excluded to confirm that no Contracts are awarded, extended, or renewed.

**Proposer Information and Signature**

MSU will not enter into a Contract that requires Regents’ approval prior to execution.

All disclosures by Proposer will be subject to administrative review and approval before MSU enters into a Contract with Proposer. Any false statements or violations of this conflict of interest policy discovered after execution of a Contract may result in immediate cancellation of the Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

Proposer certifies that the individual signing this RFP document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer’s Proposal.

By signing the Proposal, the Proposer certifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder, as defined in 34 TAC §20.38.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Proprietor should also enter social security No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name (Typed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Other Preferences** as defined in 34 TAC §20.38 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

Appendix A  
RESPONDENT REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The Agency prefers customers of similar size and scope of work to this solicitation. **THIS FORM MUST BE RETURNED WITH YOUR RESPONSE.**

**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 response prices contained in this response have been carefully checked and are submitted as correct and final and if response is accepted (within 120 days unless otherwise noted by respondent), 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 response submitted by \_\_\_\_\_ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said response has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of this response as to prices, terms or conditions of said response 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 response.

Name and Address of Respondent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Response of: \_\_\_\_\_  
(Respondent's Company Name)

To:                   Midwestern State University

The undersigned respondent 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:	