

Midwestern State University

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



Request for Proposal

Water Bottle Filling Station Installation Services

RFP 735-22-4358

October 4, 2021

Anticipated Schedule of Events

October 4, 2021	Issuance of RFP
October 13, 2021 (12:00 pm CT)	Deadline for Submission of Questions
October 14, 2021 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
October 26, 2021 (2:00 pm CT)	Deadline for Submission of Offers
April 1, 2022	Anticipated Completion Date

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**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 4, 2021
 - Deadline for Submission of Questions: October 13, 2021 (12:00 pm CT)
 - Deadline for Response to Questions: October 14, 2021 (5:00 pm CT)
or soon as possible thereafter as practical
 - Deadline for Offers: In issuing office no later than:
October 26, 2021 (2:00 pm CT)
 - Anticipated Completion Date: April 1, 2022
- 1.5 Initial Contract Term: Award to Completion
- 1.6 ~~Optional Contract Terms:~~
 - The anticipated term of any resulting agreement will begin upon execution of the contract and expire on December 31, 2021. The agency 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
- 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 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 solicitation.

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:

No.	Criteria	Weight
1	Completeness of Proposal: Completeness of response in accordance with RFP instructions and requirements	5%
2	Experience: Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor; proven history of servicing the warranty in a timely manner	10%
3	Qualifications of Key Personnel: Qualifications of staff, adequacy of labor commitment, training programs for staff	5%
4	References: Assessment of contractor’s work by client references and references with demonstrated success in providing similar service	10%
5	Cost: Reasonableness of the total price relative to the work being performed	70%
6	Demonstrate knowledge of local building codes	Mandatory
7	Evidence that the firm is currently licensed/registered to provide services in the State of Texas	Mandatory
		100%

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 to install (27) new, owner provided, water bottle filling stations. 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 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, 73.115, and 74.008). 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 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 not 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 <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

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

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) (if applicable);
- Completed/signed W-9 with your Response (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 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
- 2010 Uniform General Conditions apply to **construction solicitations** and can be found at the below listed link:
<http://msutexas.edu/purchasing/contract-management>

Additional Instructions:

- a.) The response 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

6.2 Specifications & Scope of Work

STATEMENT OF WORK

Water Bottle Filling Station Installation Services
RFP 735-22-4358

BACKGROUND/SUMMARY: Midwestern State University is purchasing (27) new bottle filling stations:

- 5 of them are multi-level stations Elkay model EZSTL8WSLK (<https://www.elkay.com/products/ezstl8wslk.html>),
- 10 of them are multi-level Halsey Taylor model HTHB-HAC8BLPV-WF (<https://www.halseytaylor.com/products/hthb-hac8blpv-wf.html>), and
- 12 of them are single stations Halsey Taylor model HTHB-HACG8SS-WF (<https://www.halseytaylor.com/products/hthb-hacg8ss-wf.html>).

The contractor is tasked with removing existing non-bottle filling water fountains and replacing them with the above listed owner provided new bottle filling stations. The location of the fountains to be replaced in buildings is shown in the attached drawings and photographs.

The contractor shall furnish all labor, material, equipment necessary to perform the above referenced work.

SCHEDULE: MSU has the five Elkay models available for installation immediately upon receipt of the PO for this installation project. The ten Halsey Taylor multi-level stations were ordered in early June 2021; delivery anticipated mid/late October. The twelve Halsey Taylor single level stations were ordered in August 2021 and a delivery schedule is not currently known (November?). **All fountains shall be replaced no later than April 1, 2022** (assuming all bottle filling stations are received no later than February 1, 2022).

TASKS:

1. **Appendix F** lists the building name, floor for the station to be installed, and the type of bottle filling station to be installed in place of an existing fountain. **Appendix E** includes photos of each existing fountain on the list and the **Appendix G** shows the location of the fountains in the buildings.
2. Be sure to install a multi-level station where it is specified in the Excel spreadsheet. Where multi-level stations are being installed, two existing fountains are to be removed (not just one). If only a single level unit is to be installed where two fountains current exist, it shall be installed in place of the shorter/lower existing fountain, NOT the higher level one. In no instance should there be as many as three drinking fountains at any location listed on the spreadsheet when the new station has been installed.
3. Turn off the water supply using the stop adjacent to the water fountain and unplug the unit from the power source.
4. Disconnect the water supply connection and drain from the wall.
5. Remove the existing fountain, place them on pallets, and deliver the pallets to MSU's Purchasing Warehouse for auction by MSU.

6. Reuse the water fountain's mounting bracket whenever possible, as long as it meets TAS/ADA code for height and securely supports the new fountain. If not, carefully remove the old bracket and minimize the amount of sheetrock damage necessary to remove it. If sheetrock is removed/modified, it shall all be contained behind the new bottle filling station so it is not visible once the new station is installed. If the demo/replacement results in holes in the sheetrock that are visible after the new bottle filling station is installed, the contractor is responsible for patching the sheetrock to MSU construction standards including installation of the patch, tape/bed, texturing, priming, and painting (two topcoats) the repair area. Install the new mounting bracket in the same location as the previous version such that it meets TAS/ADA code for height.
7. Mount the new bottle filling station on the wall mount bracket.
8. Install the station's water filter (supplied with the unit) inside the unit so it is not visible when the cover plates are installed.
9. Connect the water supply, drain line, and plug in the unit to the power source. Supply line may need to be provided by the contractor if existing one is worn out or the wrong length; drain line comes with the units.
10. Make necessary adjustments to the flow so water does not splash outside of the sink area. The water stream from the drinking portion of the fountain shall be ~4 inches tall as a general rule.
11. Remove all debris from the area after completing the install so the area is clean when the install is through to include any water that may leak on the floor from the removed fountain.
12. Contractor is responsible for any damage to the wall or floor around the installation caused as a result of their installation activities.
13. Contact Central Plant when a fountain is back on line so they can notify Custodial to clean it.
14. Highly prefer only one water fountain be taken out of service at a time before a second unit is shut down. There should never be more than two fountains out of service at any given time, unless it has been previously approved by Central Plant personnel.
15. The replacement of most existing fountains should be straightforward with no unusual issues related to the installation of the new bottle filling stations, whether it is multi-level or a single level station. However, six of the existing fountains have stainless steel panels as part of their current installation and will be more challenging to replace (see attached photos). The contractor will be responsible for modifying these panels so the new stations can be mounted in these same locations. Replacement of the stainless panels is not part of the contractor's responsibility, however, modifications to these panels (i.e., new holes for mounting the new stations) are the responsibility of the contractor. Placement/mounting of the new stations shall cover any existing holes in the stainless steel panels.
16. Most of the water fountain supply valves are operational, however, there may be a few that leak. In such instances, the contractor should contact Central Plant for a replacement valve and direction on how to shut off the water to the fountain so the valve can be replaced. Contractor to provide pricing to replace such a valve as an Alternate on this bid.

Installation of bottle filling stations inside dorms (i.e., Sundance, Killingsworth, Pierce, McCullough-Trigg) shall be in accordance with the following limitations:

1. Construction cannot begin before 9:00 AM on any given day.
2. Non-MSU Texas employees will not have access to the building and cannot prop the doors due to safety concerns. However, the workers can check out a temporary ID with Tanya in the Residence Life & Housing in the morning during business hours and must return it by the close of business day. They cannot hang onto these building cards, because it creates a safety issue after hours on the weekends. This will also help us keep a log of who is checking the cards out.

Replacement of fountains in academic buildings shall be scheduled so as to minimize disruptions to classroom activities.

Additional documents include:

- Appendix E – Photos
- Appendix F – Locations List
- Appendix G – Drawings

(This reminder of this page is intentionally left blank)

6.3 Response Sheet/Pricing Schedule

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

ITEM DESCRIPTION	COST
Total cost to install (27) owner supplied water bottle filling stations (Include ALL labor & materials):	
ALTERNATE COST to replace (1) owner supplied water supply valve (Include ALL labor & materials):	
Additional Comments/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.*

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:	