



TEXAS SOUTHERN UNIVERSITY

INVITATION TO BID (ITB)

Hot Water/Steam Boiler Remove/Replace

ITB #717-26-735

DEADLINE FOR SUBMITTAL:

11:00 a.m. Central time, Thursday, April 2, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attention: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 -4598



TEXAS SOUTHERN UNIVERSITY

ITB Number: 717-26-735 Boilers Removal/Replacement
Date of Issuance: Monday, March 16, 2026

Deadline: Thursday, April 2, 2026
11:00 a.m. Central Time

Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied This Vendor agrees to comply with all conditions shown on this form.

FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

- Check below if preference is claimed under Rule 1 TAC 113.8
- Produced in Texas and/or Texas bidder
 - Texas agricultural products
 - USA produced supplies, materials or Equipment
 - Historically Underutilized Business Certified by the TX Procurement and Support Services
 - Products of persons with mental or physical Disabilities
 - Products made of recycled materials
 - Energy efficient products

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE NUMBER EMAIL ADDRESS

AUTHORIZED SIGNATURE DATE

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME ____ DAYS

TERMS OF PAYMENT: NET ____ DAYS

FREIGHT CHARGES: _____
If quoting other than F.O.B. Destination Prepaid and Allowed, indicate all freight charges.

TOTAL AMOUNT OF BID FOR BOTH PIANOS:

\$ _____

Texas Southern University desires to enter a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

BID DELIVERY

Bid packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your proposals response please note:

Campus Map:
<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004
TSU Purchasing Dept, Hannah Hall room 333

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) paper original of your bid response, one (1) paper copy of bid your response, and a flash drive copy of your response

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

PRE-BID MEETING / WALKTHROUGH:

None

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Monday, March 23, 2026**, by **12:00 p.m. noon Central Time**. The University will not accept questions after this date. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd> Questions must be emailed to Sceffers Ward at sceffers.ward@tsu.edu in Word format for ease of cutting and pasting.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website <https://www.txsmartbuy.com/esbd> up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University. An award to multiple vendors is reserved by the university if so chosen.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

- (a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.
- (b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support

Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

- (1) Proposed costs
- (2) Stability and success of contractor's business
- (3) Quality and reliability of the goods and services
- (4) Delivery terms and proposed transition plan
- (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
- (6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.
Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

HOUSE BILL 1295

The awarded vendor may be required to submit the State of Texas House Bill 1295, Certificate for Interested Parties, if your bid response is over \$100,000; unless you are a publicly traded company. If your price is over \$100,000 you must complete the 1295 form and include it in your response. Mr. Britt is the contact person. The bid number is the contract number.

If not applicable, then clearly state this point as well.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days from the bid deadline.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is _____%. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination, which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to the University property or of other vendors, suppliers or contractors, and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor’s assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

ATTACHMENTS

The following attachments are to be considered as part of this bid:

- 1) TSU Terms and Conditions
- 2) Form 1295, if applicable
- 3) Specifications pages

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- 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
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

SPECIFICATIONS / REQUIREMENTS

Contractor shall supply all labor, supervision, technical staff, management, and services to develop and execute a comprehensive work design and plan to remove and replace existing two (2) Hot Water Boilers and one (1) Steam Boiler (Total - 3) located in the Satellite Plant and New Science Center Building at Texas Southern University. The boilers have reached the end of their useful life.

SCOPE OF WORK

The scope of work shall include inspection, testing, evaluating, and estimating a quote for repair/replacement as required. The purpose of this scope is to access all identified water treatment system equipment and identify deficiencies. Services provided with equipment in coordination with TSU in a manner that will provide the least disruption to the campus.

Boilers recommended replacement of boilers with a Sellers brand or equivalent for ease of installation with minimal piping modifications. See in service boiler nameplate information below:

HOT WATER BOILER – Quantity 2

Manufacturer: Sellers Boiler
Model Number: S-300-W Model 15 Sensor
Maximum Design Pressure: 150 psi
Input BTU/HR: 12,553,000
Output BTU/HR: 10,043,000
Fuel: Natural Gas
Fuel Supply Pressure: 5 psi.

Additional Characteristics

- One-pass horizontal fire tube boiler
- Combustion: Sealed
- Steel Tube Heat Exchange
- 40 – 800 HP (0.4 – 33.4mmBTU)
- Ox Rating: Less than 30ppm
- Certifications: ASME “H” stamp, UL
- 5-year (burner) | 20-year (shell)

STEAM BOILER - 1

Manufacturer: Sellers Boiler
Model Number: 125HP Model 105E
Maximum Design Pressure: 150 psi
Capacity: 4,313 lb. Steam/HR
Input BTU/HR: 5,231,000
Output BTU/HR: 4,184,000
Fuel: Natural Gas
Fuel Supply Pressure: 5 psi.

Work scope listed is not all inclusive:

- Disconnect Electrical
- Demo Necessary Interconnecting Piping
- Demo the existing Flue Vents
- Demo the Existing Sellers Boilers
- Clean and Prep Area for the New Equipment
- Set the (3) New Sellers Boiler in Place

- Install the (3) New Flue Vents to Existing Penetration
- Install Insulation and Metal Jacketing on New Flue Vents
- Install Supply and Return Piping to New Boilers from Header
- Insulation to Insulation to New Supply and return Piping
- Install Gas Piping to Existing Gas Connections
- Install Relief Valve and Drain Piping
- Fill System and Check for Leaks
- Reconnect Electrical to Boilers
- Replace 3-way mixing valve on Hot Water Line
- Startup Boiler to Manufacturers Specifications

Respondent must include a detailed price sheet to include Removal, Equipment, Installation and all other fees to be charged to the University pertaining to this solicitation.

End of this solicitation