

**REQUEST FOR PROPOSAL
MIDWESTERN STATE UNIVERSITY
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308**

BID NUMBER	BID TITLE
735-17-4261	Fire Sprinkler Inspection/Repairs

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
April 20, 2017:
at the office of the Assistant Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 200
Wichita Falls, TX. 76308**

GENERAL TERMS AND CONDITIONS

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

INSTRUCTIONS FOR SUBMITTING BIDS

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

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at <http://mwsu.edu/purchasing/>.

Sign the **Vendor's Affidavit Notice** and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

PLEASE NOTE CAREFULLY

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

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.
2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.
3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.
5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**
6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.
7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his

expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**

8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.
9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.
11. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
12. No substitutions or cancellations permitted without written approval of Director of Purchasing.
13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.
14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.
15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.
16. This is a Quotation inquiry only and implies no obligation on the part of the University. 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 BID in excess of the amounts quoted.

17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

**Midwestern State University
Accounts Payable
3410 Taft Blvd.
Wichita Falls, TX. 76308**

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice whichever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.
21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.
22. **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.
23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.
24. **E-Verify:** Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.

REQUEST FOR PROPOSAL

Fire Sprinkler Inspection/Repairs MIDWESTERN STATE UNIVERSITY

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 bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

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

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

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

Questions concerning these specifications should be directed via email no later than April 10, 2017 @ 2 PM.

Lori Case, Assistant Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 200
Wichita Falls, TX. 76308
lori.case@mwsu.edu
(940) 397-4041

Midwestern State University may in it's sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located at <http://mwsu.edu/purchasing/>. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

Proposals are to be sent via email or hand delivered to:

Lori Case, Assistant Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 200
Wichita Falls, TX. 76308
lori.case@mwsu.edu
(940) 397-4041

SPECIFICATIONS

RFP #735-17-4261

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:

<http://mwsu.edu/purchasing/>

Supply an insurance certificate with your proposal.

Supply a W-9 with your proposal if new to Midwestern State University.

VENDOR REFERENCES

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number:

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____,
20 _____.

Notary Public in and for the State of _____.

Annual Fire Sprinkler Inspections/Repairs For Midwestern State University

Project Overview

Midwestern State University (MSU) intends to award a one year service contract (with two subsequent one year extensions) for annual fire sprinkler system inspections/repairs in accordance with NFPA 25 requirements. The annual inspections portion will begin in June 2018. Any repairs will be as needed beginning after September 1st 2017.

I. SCOPE OF WORK

- A. Awarded vendor will complete annual fire sprinkler system inspections in accordance with NFPA 25 and State of Texas requirements. After each visit, vendor must provide a report of the inspection to MSU.
- B. The vendor will provide job estimates along with any evaluation data to the University prior to any replacement or repair. The University reserves the right to determine whether to proceed with repair or replacement is in the University's best interest.
- C. The vendor, as a part of every complete annual test, shall survey the building and fire suppression systems and related equipment for any outstanding manufacturers' recalls or recommended repairs, upgrade or modifications. All findings shall be included as a separate part of the inspection report.
- D. During the period of the contract or any extension thereof, MSU reserves the right to add or delete specific services and/or locations at the prevailing contract prices. The contractor will be given seven (7) days' notice to effect requested changes.
- E. Perform all required tests or inspections and coordinate where required with Facilities Services.
- F. The awarded contractor shall maintain the systems as hereinafter specified and shall provide all labor and materials necessary to keep the systems properly maintained for correct, efficient operation at all times. The contractor shall use trained personnel directly employed and supervised by the contractor to regularly and systematically examine, adjust, repair, and test the systems.
- G. System Specifications:
 - 1. **23 Fire Sprinkler Systems (annual inspection)**
 - a. Inspect all twenty-three (23) wet systems and risers
 - b. Perform 2" drain test and record static and residual pressure(s)
 - c. Check and determine if fire sprinkler system is in service and working in satisfactory condition
 - d. Check condition of drains valves, gauges and related equipment
 - e. Inspect all sprinkler control valves for proper position, condition, accessibility, and test
 - f. Tag alarm valves as required by law
 - g. Inspect sprinkler control valve identification signs and security arrangements
 - h. Check all control valves
 - i. Open and close system control valves and sectional valves to see if in good condition and lubricate when necessary
 - j. Check condition of all alarm valves and related trim
 - k. Test water motor alarm gong on all systems by:
 - Operating inspectors test connection

- Visual inspection
 - Water flow for evidence of any obstruction
- l. Inspect and test sprinkler alarm system components
 - m. Check condition of sprinkler heads for any obstruction or coatings that may hinder activation
 - n. Check reserve sprinkler heads for proper supply and arrangement
 - o. Check for adequate clearance around sprinkler heads for proper water distribution
 - p. Check general condition of sprinkler system piping, hangers, and related equipment
 - q. Inspect the following fire department connections:
 - Couplings
 - Caps
 - Threads
 - Clapper
 - Check valves
 - Drains
 - Lubricate as necessary
 - r. Instruct designated individuals in the care and maintenance of the fire protection equipment as required by NFPA 13 and 25 State requirements and the University's insurance requirements.
- 2. 7 Dry Valves:**
- a. Dry trip valve to determine if it is in service and in working condition
 - b. Check drain valves, gauges, and related components
 - c. Inspect and test all control valves for proper position, condition, and accessibility
 - d. Tag dry valve
 - e. Inspect building for changes that could affect systems performance
 - f. Check sprinkler heads for any obstruction/coatings that may hinder activation
 - g. Check condition of dry valve and related trim
 - h. Check to see if reserve sprinkler head(s) are in proper supply and assortment
 - i. Check for adequate clearance around sprinkler heads for proper water distribution
 - j. Drain low points per NFPA 25
 - k. Inspect pressure reducing valve, as per manufacturer standards, and report as necessary
- 3. 3 Electric Fire Pumps (annual inspection):**
- a. Perform fire pump performance test in accordance with NFPA Annual Pump test
 - b. Test all fire pump functions for satisfactory performance
 - c. Check all valves to make sure they are fully open
 - d. Test operation of pressure and casing relief valve
 - e. Inspect packing glands and, if deemed necessary, adjust
 - f. Check fire pump start and stop pressures and adjust if necessary
 - g. Test pump for proper operation and conditions
 - h. Inspect bearings for proper operation and conditions
 - i. Set the mercoid switch on fire pump and jockey pump
 - j. Provide a pump curve showing the operation of the pump as required by NFPA
 - k. Monthly Churns will be performed by MSU personnel.
- 4. 19 Backflow Preventers (annual inspection)**
- a. Perform annual inspection on backflow preventers in accordance with city water department

- b.** Upon completion of the inspection, documentation will be forward to the city stating that the backflow preventer has been tested and inspected in accordance with manufacturer's recommendation.
- H.** Because of the essential life safety aspects of the service contract, bidders shall meet all of the following criteria. Proof of it should be furnished on the "Contractor's Data Sheets." Only companies who are qualified will be permitted to submit a bid on this work.
 - 1.** The importance of maintaining the systems and their components in a safe and satisfactory operating condition requires that a contractor who is regularly engaged perform the services with his own personnel for the inspection, detection and protection testing of the fire sprinkler system installed on the campus of Midwestern State University.
 - 2.** The contractor shall have been in the service business of this type for at least three (3) years.
- I.** The contractor shall not shutdown any equipment unless permission is first obtained from the Manager, University Health/Safety or his designee.
- J.** Contractor must maintain in his shop a sufficient quantity of common spare parts to provide prompt repairs. If a delay in repairs will occur due to lack of parts, the contract shall provide with proof of such a situation and may at the University's option be responsible for any cost of special fire watches maintained until such time repairs are completed.
- K.** In addition, if in the opinion of the University, parts delays cause unacceptable problems, the university reserves the right to make direct part purchase from other sources.
- L.** Any specialized equipment required by the contractor to perform the services under this contract shall be provided at no additional cost to MSU. Except for high range/reach, lift equipment or scaffolding may be a direct pass on cost, with prior approval from the University's designated contact person.
- M.** To maintain the operating integrity of the systems, only parts made by the original manufacturer or other authorized replace parts by the manufacturer will be an acceptable replacement. Parts are to be installed in accordance with manufacturers' written recommendations.
- N.** A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service shall be submitted with the bid. Failure to submit these references will cause bid to be declared non-responsive.
- O.** The contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of their work. Exceptions are services outside their normal expertise such as excavation. All subcontractors must be approved prior to the start of work by the Manager, University Health/Safety or his designee.
- P.** The contractor shall not subcontract any part of this contract without written, prior approval from the Manager, University Health/Safety or his designee.
- Q.** Work shall be performed during normal working hours. Normal working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday inclusive, excluding holidays.
- R.** Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
- S.** The contractor shall comply with all laws or ordinances and all rules and regulations of health, public and/or other authorities controlling or limiting the methods, the materials to be used or the actions of those engaged in work of this kind.

- T. Any labor or material in addition to that described herein necessary to comply with these laws, rules, ordinances or regulations shall be performed and furnished by the contractor.
- U. Site Inspection: It shall be the responsibility of the bidder to visit the site and make a tour and inspection of the area and equipment to be serviced. The selected vendor shall be required to assume sole responsibility for the complete effort as required in this specification. No special consideration shall be given after bids are opened because of the bidder's failure to be knowledgeable of all conditions existing at the site.
- V. Midwestern State University reserves the right to cancel this contract at any time upon thirty (30) days written notice to the contractor.

II. **GENERAL TIME & MATERIAL SCOPE OF SERVICES:**

- A. **Guarantee:** The awarded vendor(s) shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for six (6) months after completion. Defects will be repaired or replaced at no charge to MSU.
- B. Vendor(s) must supply MSU with all warranty information whether it be expressed or implied.
- C. All equipment, parts and/or supplies used must be new (OEM).
- D. The vendor(s) will take adequate precautions to protect all surfaces. The vendor(s) will repair any damage caused as a result of inspection or servicing of equipment including abuse, misuse, and neglect.
- E. The vendor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
- F. The firm selected shall comply with all applicable federal, state and local statutes, rules and regulations, inclusive of those specific to only Rowan procedures.
- G. The awarded vendor(s) shall defend, indemnify and hold harmless MSU, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the any acts or omissions of the Respondent or any of its principals, employees or agents under this request for qualification or under any agreement executed with MSU.
- H. The University reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.
- I. All contracts between the awarded vendor(s) and MSU will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
- J. The University reserves the right to review any invoice of the awarded proposer.
- K. If awarded vendor(s) is summoned for work he/she shall report and sign in and out with Central Plant or their designee upon arriving and departing from MSU campus.
- L. The awarded vendor(s) shall not shut down any equipment unless permission is first obtained from the Manager, University Health/Safety or his designee. The awarded vendor(s) shall comply with all Federal-Mandated OSHA lockout/tag out procedures.
- M. The awarded vendors' site personnel shall submit service tickets detailing the location, equipment, materials used, personnel names, number of hours for each person, and description of services performed, on a daily basis. Such tickets must be signed by the Manager, University Health/Safety or his designee. Failure to do so will delay processing of invoices or may result in nonpayment.

- N. It is the responsibility of the awarded vendor(s) to keep the Manager, University Health/Safety or his designee informed of the status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates, and accrued and projected job costs. Failure to do so will delay processing of invoices.

III. **VENDOR QUALIFICATIONS**

- A. The technician or mechanic to perform the annual testing shall be licensed by the State of Texas in fire protection.
- B. To be qualified to bid on this IFB, vendors shall be a licensed Fire Sprinkler Systems Contractor with the State of Texas. Fire protection system tests shall be performed by personnel trained in testing procedures and in the systems' operations. The personnel shall have the appropriate servicing manuals, the proper types of tools, lubricants, and manufacturers recommended replacement parts in performing all required testing and inspection. The University will not provide any needed tools, i.e., ladders, hoses, radios, etc. to assist vendor in testing, inspections, maintenance and/or repairs.
- C. All work including inspections, testing, maintenance, and repairs shall be performed in compliance with the NFPA as referenced by the State of Texas and is subject to inspection by both MSU and the State Fire Marshall's office.
- D. The reduced pressure backflow preventer, testable double check valve assemblies, and detector check valves serving fire protection water supplies shall be tested annually.
- E. To ensure system continuity, replacement parts and devices offered shall be standard equipment, compatible with existing components, and installed in accordance with the manufacturer's recommendations. No wiring changes shall be permitted for modification to other than existing system manufacture. The contractor shall return all used parts to the University representative. Payment for parts shall be net, the Contractor shall submit with their invoices all receipts for parts and materials purchased for use under this contract.
- F. Vendors shall have sufficient test and inspection equipment needed to perform the work required as outlined in this IFB.
- G. Vendors shall have adequate personnel on their staff to perform the required tasks as outlined in this IFB.
- H. Vendors shall have job supervisors on their staff with experience as a technician and as a supervisor with no less than five (5) years' experience in maintaining and testing the systems listed in this IFB.

IV. **TERM OF CONTRACT:**

- A. The anticipated contractual period will be for one year* with two (2) possible renewals of one year each. Midwestern State University reserves the right to alter this time period upon review of all proposals.
****The contractual period for this project will commence upon award of this offering. To better align with MSU's fiscal years, any renewals will commence with the beginning of the next fiscal year. MSU's fiscal year runs from September 1st through August 31st.***

V. **COMPLIANCE LAWS**

The awarded vendor(s) shall comply with all local, state and federal laws, rules and regulations, inclusive of those specific to only MSU, applicable to this contract and to the work to be done hereunder.

VI. **VENDOR PERSONNEL**

- A. The importance of maintaining the equipment and their components in a safe and satisfactory operating condition requires that the services be performed by a vendor who is regularly engaged with his/her own personnel in the installation, maintenance and service of the equipment utilized in the services outlined in the Scope for this project.
- B. Bidders shall have been in the service business of this type for at least **three (3) years**.
- C. Proposers are required to submit copies of applicable licenses/and or certifications with proposal submission package.
- D. Bidders shall not subcontract any part of this contract without prior written approval from the Manager, University Health/Safety or his designee.
- E. All personnel shall observe all rules and regulations in effect at MSU governing safety and personal conduct. While on University property, employees shall be subject to control of the University but under no circumstances, shall such persons be deemed to be employees of the University. The contractor or his personnel shall not represent themselves or be considered as employees of Midwestern State University or the State of Texas.
- F. The University may request the contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness, absenteeism, inappropriate or unacceptable behavior, theft, or other reason deemed in the best interest of the University. These are the sole decision of the university and not subject to negotiation.
- G. Contractor must take adequate precautions to protect all surfaces adjacent to or subject to impact from work being performed, including safety of MSU's employees, students and guests. Contractor is responsible for the repair (or costs of repairs) to any damage caused as a result of inspection, testing, maintenance or services performed by them under this bid.
- H. Vendors, consultants, contractors and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract.
- I. The vendor shall be solely responsible for all damage or unauthorized destruction to any MSU buildings, equipment, premises or facilities; lease, lent, or in the care, custody or control of the University or State.
- J. The vendor(s) shall remove from the MSU work place any of its employees who are found to be unacceptable by the University. Such requests shall not be unreasonable.
- K. All vendor personnel shall at all times, be in professional attire with clear identification of the company's name, logo, and person's name.
- L. All vendor motorized vehicles shall be identified with the company's name and/or logo in clear view.

CONTRACTOR DATA

(To be completed by the bidder)

1. The number of years your firm has been performing the type of specified services. _____

2. The location of your office that will responsible for managing this contract:

Address: _____ City: _____

Telephone Number: _____

3. The names and telephone numbers of management personnel to be contacted if problems or emergencies occur:

Name: _____ Telephone Number: _____

Name: _____ Telephone Number: _____

4. The name and contact information of a responsible individual that can be contacted at all times if services or information is required by the owner:

Name: _____

Address: _____

City: _____

Telephone Number: _____

PRICING INFORMATION

Price per wet system _____

Price per dry system _____

Price per fire system backflow _____

Price per fire pump _____

Total price for one (1) annual inspection of the listed systems, fire pumps and backflows _____

Bidder will provide the following information in the spaces provided below:

Percentage (%) Mark-Up for Parts furnished by your firm, above your actual cost.

Parts Mark-Up _____

Hourly Rate / 8:00 a.m. – 5:00 p.m. Monday through Friday

Sprinkler tech \$ _____

Helper \$ _____

After Hours 5:01pm -7:59am Monday through Friday, Saturday, Sunday and Holidays

Sprinkler tech \$ _____

Helper \$ _____

***List Maximum Response Time for Emergency System Failures _____**

Contractor shall not charge a separate “Trip Charge” or “Truck Charge” on any service/repair performed under this Annual Contract. Vendors’ time shall not start until vendor has arrived onsite to start the service/repair.

MSU Sprinkler Systems					
Campus Bldg	Type	Pump	Dry	Wet	Backflow
Daniel	Dry System/partial coverage		1		
Fain Fine Arts	Wet System/partial coverage			1	
Fain Fine Arts - Mass Comm	Wet System			1	1
Dillard COBA	Wet System			1	1
McCoy Engineering	Wet System			1	1
	Dry System		1		
Fain Instrumental Band Hall	Wet System			1	1
DL Ligon	3 - Wet Systems	1		3	1
Housing					
Pierce	Wet System			1	
Killingsworth	Wet System			1	
Legacy Hall	Wet System	1		1	1
			2		
Sundance Court	2 - Dry Systems		2		
	2 - Wet Systems			2	2
Sunwatcher Apts	8 - Wet Systems			8	8
Dorm Mech Room	Fire Pump	1			1
Clark Student Center	Wet System			1	1
	Dry System		1		1
Redwine Rec/Wellness	Wet System			1	1
		3	7	23	17