

**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

**735-18-4282**

**Integrated Pest Management Program**

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:**

**2:00 P.M.,**

**July 5, 2018 to:**

**the Office of the Director of Purchasing & Contract Management,**

**3410 Taft Blvd., Daniel Bldg., Rm. 200**

**Wichita Falls, TX. 76308**

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**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.

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

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.
25. **Bonds:** For construction type awards, if bids are over \$25,000 a payment bond will be required if awarded the contract. A performance bond will be required if award is over \$100,000.

## REQUEST FOR PROPOSAL

### **Integrated Pest Management Program 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 June 21, 2018 to:

Joseph J. Mrugalski Jr., Assistant Director of Purchasing & Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 200  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4095

Midwestern State University may in its 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 no later than July 5, 2018 at 2:00pm CST to:

Joseph J. Mrugalski Jr., Assistant Director of Purchasing & Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 200  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4095

## **SPECIFICATIONS**

### **RFP #735-18-4282**

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

~~Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:~~

~~<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>~~

~~Please supply schedule and lead time for project with bid:~~

Supply an insurance certificate with your Bid.

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

2010 Uniform General Conditions apply to this Bid and can be found at the below listed link:  
<http://mwsu.edu/purchasing/contract-management>

**INTEGRATED PEST MANAGEMENT PROGRAM CONTRACT  
FY 2019**

This will be a multi-year contract. The initial contract will start upon award and continue through August 31, 2019 with the option for (4) additional one year renewals. Renewals will be subject to written approval by Midwestern State University and the contract vendor.

**1. SCOPE**

a. Description of Program. This specification is part of a comprehensive Integrated Pest Management (IPM) Program for the premises listed herein. IPM is a process for achieving long term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Program extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests. The contractor's work plan shall emphasize a preventive program rather reactive (spray based spot treatment). Regular inspections and meetings with the DR to plan structural and procedural modifications are important components of the proposal.

b. Contractor Service Requirements. The Contractor shall furnish all supervision, labor materials, and equipment necessary to accomplish the surveillance, trapping, pesticide application, and pest removal components of the IPM Program. The Contractor shall provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

c. Contract Service Area. All buildings on the MSU campus proper, South Campus, university owned houses on Hampstead (6) and Taft (1), the Regional Simulation Center, and the Fantasy of Lights building. See Attachment, Building List.

**2. PESTS INCLUDED AND EXCLUDED**

**a. The Contractor shall meet the performance expectations of the client in suppressing the following pests (Included in base contract):**

(1) Indoor populations of rats, mice, cockroaches, ants, flies, spiders, and any other arthropod pests not specifically excluded from the contract.

(2) Populations of the above pests that are located outside of the specified buildings, but within the property boundaries of the buildings (perimeter infestation that effect interior building areas).

(3) Annual Termite Inspection (See Initial Building Inspection)

**b. Pest control to be priced as a separate service and not included in the base contract**

(1) Fire ant control

(2) Pest control on trees and shrubs.

**c. Populations of the following pests are excluded from this contract:**

(1) Birds, bats, snakes, and all other vertebrates other than commensal rodents.

(2) Mosquitoes.

(3) Pests that primarily damage outdoor vegetation.

(4) Termites and other wood-destroying organisms.

(5) Winged termite swarmers emerging indoors.

**3. INITIAL BUILDING INSPECTIONS**

The Contractor shall complete a thorough, initial inspection of each building or site at least 5 working days prior to the starting date of the contract. The purpose of the initial inspection(s) is for the contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations. Access to building space shall be coordinated with the Contract Representative (CR).

The Contractor will be required to conduct an inspection of all buildings under this contract for termites and other wood destroying organisms. Upon completion of said survey, the contractor will submit a report that contains a treatment plan for each building where termites and other wood destroying organisms were found and actual cost for the treatment plan for to the CR for review. Treatment will be at the Owner's discretion.

**4. PEST CONTROL PLAN**

a. The Contractor shall submit to the CR a Pest Control Plan at least 5 working days prior to the starting date of the contract. Upon receipt of the Pest Control Plan, the CR will render a recommendation within 2 working days concerning the acceptability of the Plan. If aspects of the Pest Control Plan are incomplete or disapproved, the contractor shall have 2 working days to submit revisions. The contractor shall be on-site to perform the initial service visit for each building within the first 5 days of the contract.

b. The Pest Control Plan shall consist of five parts as follows:

(1) Proposed Materials and Equipment for Service. The Contractor shall provide current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

(2) Proposed Methods for Monitoring and Surveillance. The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract.

(3) Service Schedule for each Building or Site. The Contractor shall provide complete service schedules that include weekly or monthly frequency of Contractor visits, specific day(s) of the week of Contractor visits, and approximate duration of each visit.

(4) Structural or Operational Change. Description of any structural or operational change that would facilitate the pest control effort. The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

(5) Commercial Pesticide Applicator Certificates or Licenses

(a) The Contractor shall provide photocopies of State-issued Commercial Pesticide Applicator Certificates or Licenses for every Contractor employee who will be applying on-site pesticides under this contract.

(b) The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive the concurrence of the CR prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

## 5. RECORD KEEPING

The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on-site and maintained on each visit by the Contractor. The logbook will be maintained at the Midwestern State University Facilities Services Main Office, Daniel Building, MSU Main Campus. Each logbook or file shall contain at least the following items:

a. Pest Control Plan. A copy of the Contractor's approved Pest Control Plan, including labels and MSDS for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.

b. Records. Pest Control Work and Inspection Report, or an equivalent. These forms will be used to advise the Contractor of routine service requests and to document the performance of all work, including emergency work. Upon completion of a service visit to the building or site, the contractor's employee performing the service shall sign and date the record, and return it to the logbook or file on the same or succeeding day of the services rendered.

c. Contractor's Service Report Forms. Customer copies of the Contractor's Service Report Form, documenting all information on pesticide application required by statute in the jurisdiction where service is actually performed. These forms shall not be mandatory if all required information on pesticide application is included on the Pest Control Work and Inspection Report.

## 6. MANNER AND TIME TO CONDUCT SERVICE

a. Time Frame of Service Visits. The Contractor shall perform routine pest control services that do not adversely affect students, faculty, staff and employee or public health or productivity during the regular hours of operation in buildings. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the CR at least 1 day in advance.

### b. Safety and Health

(1) The Contractor shall observe all safety precautions throughout the performance of this contract. All work shall comply with the applicable requirements of Title 29 Code of Federal Regulations (CFR) 1910, 29 CFR 1926, and 40 CFR 751. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

(2) The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

c. Special Entrance. Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the CR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan.

d. Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to United States (U.S.) Occupational Safety and Health Administration (OSHA) standards for the products being used.

e. Vehicles. Vehicles used by the contractor shall be identified in accordance with state and local regulations.

## 7. REQUESTS FOR EMERGENCY SERVICE:

On occasion, the DIRECTOR OF PURCHASING or CR may request that the Contractor perform corrective, special, or emergency service(s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within 1 working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the DIRECTOR OF PURCHASING or CR and indicate an anticipated completion date.

## 8. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Contractor personnel providing on-site pesticide application must maintain certification as Commercial Pesticide Applicators in the category of Industrial, Institutional, Structural, and Health Related Pest Control. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to apply pesticides under this contract.

## 9. USE OF PESTICIDES

The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The Contractor shall adhere to the following rules for pesticide use:

- a. Approved Products. The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the CR.
- b. Pesticide Storage. The Contractor shall not store any pesticide product on the premises of Midwestern State University.
- c. Pesticide Formulation. Contractors shall not formulate pesticides from concentrates on Midwestern State University (MSU) property without written approval by the CR.
- d. Application by Need. Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatments of areas where surveillance indicates a potential insect or rodent infestation are acceptable on a case-by-case basis. Written approval must be granted by the CR prior to any preventive pesticide application.
- e. Minimization of Risk. When pesticide use is necessary the Contractor shall employ the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve.

## 10. INSECT CONTROL

a. Non-pesticide Methods of Control. The Contractor shall use non-pesticide methods of control wherever possible. For example:

(1) Portable vacuums rather than pesticide sprays shall be used for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

(2) Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.

b. Application of Insecticides to Cracks and Crevices. As a general rule, the contractor shall apply all insecticides as "crack and crevice" treatments only, defined in the contract as treatments in which the formulated insecticide is not visible to a bystander during or after the application process.

c. Application of Insecticides for Exposed Surfaces or as Space Sprays. Application of insecticides to exposed surfaces or as space sprays (including fogs, mists, and ultra-low volume applications) shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the CR prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The Contractor shall take all necessary precautions to ensure patient and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

d. Insecticide Bait Formulations. Bait formulations shall be used for cockroach and ant control wherever appropriate.

e. Monitoring. Sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.

## 11. RODENT CONTROL

a. Indoor Trapping. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices only. All such devices shall be affected by routine cleaning and maintenance. Trapping devices shall be checked on a schedule approved by the CR. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses offsite, in an appropriate manner.

b. Use of Rodenticides. In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the contractor shall obtain the approval of the CR prior to making any interior rodenticide treatment. All

rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA approved tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

c. Use of Bait Boxes. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five points:

(1) All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

(2) The lids of all bait boxes shall be securely locked or fastened shut.

(3) All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface, so that the box cannot be picked up or moved.

(4) Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

(5) All bait boxes shall be labeled on the inside with the Contractor's business name and address, and dated by the contractor's technician at the time of installation and each servicing.

## 12. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising the CR about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the suggested modifications are implemented. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the CR on a case-by-case basis. The Contractor shall obtain the approval of the CR prior to any application of sealing material or other structural modification.

## 13. PROGRAM EVALUATION

The CR will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

## 14. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within 5-working days prior to the starting date of the

contract, the Contractor shall submit a copy of his program to the Director of Purchasing. The program shall include at least the following items:

- a. Inspection System. The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the CR identifies the deficiencies.
- b. Checklist. A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include every building or site serviced by the Contractor, as well as every task required to be performed.
- c. File. A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the CR upon request.
- d. Inspector(s). The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

Pest Control Bid Form

**Base Bid:** The bidder proposes to perform all work required by the contract documents for the amount of \_\_\_\_\_.

Includes all building and grounds within 20 feet of the building.

Total Monthly Cost based on Attachment 1 shall be \$ \_\_\_\_\_/month.

Maximum percentage escalation for years two (2) – five (5) subject to negotiation prior to contract renewal:

Year 2 \_\_\_\_\_% Year 3 \_\_\_\_\_% Year 4 \_\_\_\_\_% Year 5 \_\_\_\_\_%

**Alternate Pricing:**

1. Annual Termite Inspection: \$ \_\_\_\_\_

2. Fire Ant Control per 1000 square feet: \$ \_\_\_\_\_

3. Tree and Shrub Spraying:

Size of tree/Shrub Cost per plant:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Building List FY19

#		AUX?	FY19 GSF
1	HARDIN ADMINISTRATION BUILDING	e&g	71,594
2	DILLARD COLLEGE OF BUSINESS ADMIN	e&g	94,336
4	BRIDWELL HALL	e&g	43,761
5	UNIVERSITY PRESS	e&g	4,965
6	MEMORIAL BUILDING	e&g	7,019
7	FERGUSON HALL	e&g	17,300
10	MARTIN HALL	e&g	9,286
11	FAIN FINE ARTS CENTER	e&g	98,805
12	DANIEL BUILDING	e&g	46,335
13	MCCOY ENGINEERING HALL	e&g	28,181
15	BEYER GREENHOUSE	e&g	2,398
16	WF MUSEUM AND ARTS AT MSU	e&g	27,824
20	PAINT SHOP	e&g	1,987
21	MCCULLOUGH HALL	e&g	9,449
22	MCCULLOUGH ANNEX	e&g	2,469
23	BOLIN HALL	e&g	93,494
24	CLARK STUDENT CENTER	aux	70,890
25	MOFFETT LIBRARY	e&g	93,676
26	KILLINGSWORTH HALL	aux	68,658
27	RESIDENCE HALL MECHANICAL BUILDING	aux	1,296
29	PIERCE HALL	aux	49,913
30	FAIN HALL	e&g	8,060
31	COUNSELING CENTER	e&g	3,108
32	CENTRAL PLANT	e&g	10,789
33	TENNIS CENTER	e&g	560
34	D.L. LIGON COLISEUM	e&g	117,048
35	PHYSICAL EDUCATION RESTROOMS	e&g	2,336
36	OUTDOOR RECREATION CENTER	e&g	5,000
37	SOCCER TICKET BOOTH	e&g	34
38	PHYSICAL TRAINING BUILDING	e&g	1,701
39	SOCCER PRESS BOX	e&g	943
44	SIKES HOUSE	e&g	9,626
45	GUEST HOUSE	e&g	1,530
46	ALUMNI CENTER	e&g	2,800
47	CARRIAGE HOUSE	e&g	1,080
49	SIKES LAKE CENTER	e&g	8,836
51	MCCULLOUGH-TRIGG HALL	aux	46,086
52	JAN THACKER FANTASY OF LIGHTS WKSH	aux	7,353
53	PROTHRO-YEAGER-BEAWOOD-ODONOHAE	e&g	65,060
56	FRATERNITY COMMONS	aux	3,395
57	SEISMOMETER BUILDING	e&g	141
60	SIKES LAKE RESTROOM	e&g	612
61	2504 HAMPSTEAD	aux	3,340
64	2518 HAMPSTEAD	aux	3,475
65	2514 HAMPSTEAD	aux	1,950

Building List FY19

67-75	SUNWATCHER VILLAGE	aux	83,068
76	REDWINE REC AND WELLNESS CENTER	aux	46,855
77	SUNDANCE COURT	aux	149,601
79	3311 TAFT	aux	3,428
80	WEST CAMPUS ANNEX	e&g	31,256
81	FAIN INSTRUMENTAL MUSIC HALL	e&g	6,587
82	REGIONAL SIMULATION CENTER	e&g	14,590
83	SOFTBALL LOCKER ROOM	e&g	1,873
84	DALQUEST RESEARCH BUILDING	e&g	2,000
86	DALQUEST UTILITY BUILDING	e&g	837
87	2527 HAMPSTEAD	aux	3,201
88	LEGACY HALL	aux	152,944
	6 EUREKA	e&g	3,935
			<b>1,648,674</b>
		e&g	953,221
		aux	695,453
	diff		0

## 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 TEXAS  
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

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

That the foregoing proposal submitted by \_\_\_\_\_

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

Name and Address of Bidder:

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

Telephone number \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public in and for the  
State of Texas.

**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/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

**REFERENCE TWO**

Government/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

**REFERENCE THREE**

Government/CompanyName: \_\_\_\_\_

Address: \_\_\_\_\_

ContactPersonandTitle: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ ScopeofWork: \_\_\_\_\_

**PURCHASING AGREEMENT  
BETWEEN  
MIDWESTERN STATE UNIVERSITY  
AND**

Choose an item.

This Standard Purchasing Agreement ("Agreement") is entered into between the **Midwestern State University ("University") and, ("Contractor")**. University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." The Parties mutually agree and covenant as follows:

1. **TERM:** The term of this Agreement ("Term") will begin on \_\_\_\_\_, and end on \_\_\_\_\_, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.

2. **GOODS/SERVICES :**

Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, or any other similar document of Contractor and this Agreement, this Agreement will prevail.

3. **COMPENSATION:** Check one box only:

**This is a fixed price contract.** University will pay Contractor the amount of **\$0.00**.

**This is not a fixed price contract.** University will pay Contractor an amount not to exceed \$ \_\_\_\_\_ based on an hourly fee and /or other method of calculation as follows:

**This is not a fixed price contract and will be performed on a service-order basis.** University will pay Contractor an amount not to exceed \$ \_\_\_\_\_ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of services.

4. **PAYMENT TERMS:** Contractor shall submit detailed invoices to University describing the services rendered the times when such services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving goods or invoices, whichever occurs later. Payment terms are subject to Chapter 2251 of the *Texas Government Code*. Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of §3402(t) of the *Internal Revenue Code*. University, an agency of the State of Texas, is exempt from Texas sales and use tax on goods and services in accordance with §151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (TAC) Section 3.322.

Notwithstanding any contrary provision of this Agreement, each payment obligation of the University created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the goods or services. If such funds are not allocated and available, this Agreement may be terminated by the University. The University shall notify Contractor at the earliest possible time before such termination. No penalty shall accrue to the

**PURCHASING AGREEMENT  
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MIDWESTERN STATE UNIVERSITY  
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University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. This provision shall not be construed so as to permit the University to terminate this Agreement in order to purchase, lease, or rent similar goods or services from another party.

5. **ELIGIBILITY TO RECEIVE PAYMENT:** In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the *Texas Government Code*, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor agrees that payment under this Agreement will be applied to the debt or delinquent taxes are paid in full. And pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the services, Contractor will be deemed an independent contractor and not the University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services. Contractor shall perform the services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.  
 Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any employment with Midwestern State University) within the past two (2) years; if so, Contractor must attach a separate statement setting for the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of the Contractor's duties.
7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
8. **OWNERSHIP OF WORK PRODUCT:** All work products, including any software, research, reports, studies, data photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligation under this Agreement will be deemed work for University upon completion, termination or cancellation of this Agreement. Any program data or other materials furnished by University for use by Contractor in connection with the services performed under this Agreement will remain University's property.
9. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees,

**PURCHASING AGREEMENT  
BETWEEN  
MIDWESTERN STATE UNIVERSITY  
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Choose an item.

agents, contractors or subcontractors.

10. **INSURANCE:** Unless an appropriate University representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with general liability insurance coverage of \$1,000,000 per occurrence. If, during the term, Contractor will enter University property, Contractor shall also maintain the following insurance: (i) worker's compensation coverage as required by law with statutory limits for the State of Texas, including employers liability coverage of \$500,000 per accident; (ii) commercial automobile liability coverage of \$1,000,000 combined single limit; (iii) for engineers and architects only: professional liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: builders risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against University. Comprehensive general liability and commercial automobile liability policies must name University as additional insured. Contractor shall provide certificates of Insurance evidencing the insurance requirements prior to the start of work.
11. **INSPECTION AND ACCEPTANCE OF SERVICES:** University reserves the right to inspect the services provided under this Agreement at all reasonable times and places during the term. If any of the services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the services again in conformity with such requirements, with no additional charge to the University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.
12. **RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to the University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must be FOB destination.
13. **COMPLIANCE:** Contractor shall observe and abide by all applicable state and federal law requirements and University policies and procedures. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws as it relates to the terms and conditions of this Agreement.
14. **CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protect/privacy laws and regulations and University policies.
15. **PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.
16. **SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of

**PURCHASING AGREEMENT  
BETWEEN  
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AND**

Choose an item.

the services.

17. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code]
18. **TRAVEL EXPENSES:** In the event the Agreement requires the University to reimburse Contractor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.
19. **BONDS:** If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.
20. **AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditors and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
22. **DEFAULT:** A party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, upon written notice to the defaulting Party, the non-defaulting Party may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.
23. **TERMINATION FOR CONVENIENCE:** University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor. University will only be liable for payment for Services received prior to the effective date of such termination.
24. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notice will be effective at the date: (i) delivered by national courier service or Registered/Certified Main, postage prepaid, return receipt required, or (iii) received by facsimile.
25. **BREACH OF CONTRACT CLAIMS:** To the extent Chapter 2260 of the *Texas Government Code* is applicable to this Agreement and is not preempted by other law, the dispute resolution process provided by Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against University that cannot be resolved in the ordinary course of business. An event or claim for breach of contract is not grounds for Contractor to suspend performance under this Agreement. The Parties specifically agree that (1) neither the execution of the Agreement by

**PURCHASING AGREEMENT  
BETWEEN  
MIDWESTERN STATE UNIVERSITY  
AND**

Choose an item.

University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the State's sovereign immunity to suit; and (2) University has not waived its right to seek redress in the courts.

26. **FUNDING CONTINGENCY:** University's performance under this Agreement may be dependent upon appropriation of funds by the Texas State legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, University may terminate this Agreement without liability by providing written notice to Contractor.
27. **CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as waiver of any subsequent breach.
29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights obligations that, by their nature and context, are intended to survive termination or expiration.
30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
31. **LIMITATIONS:** The University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions of this Agreement relating to these limitations will only be binding on the University to the extent permitted by the Constitution and the laws of the State of Texas.
32. **JURISDICTION AND VENUE; GOVERNING LAW:** It is expressly understood and agreed that the location and place of performance for this Agreement is stipulated to be in Wichita Falls, Wichita County, Texas, and the proper place of venue for suit of all disputes arising under this Agreement shall solely be in Wichita County, Texas. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions hereof will be construed, interpreted and applied in

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Choose an item.

accordance with and governed under the laws of the State of Texas.

33. **AUTHORITY:** The person signing below on behalf of the University and Contractor warrants that he/she has the authority to execute this Agreement according to its terms.
34. **OFFICIAL NOT TO BENEFIT:** No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this Agreement or to any benefit that may arise there from.
35. **NONDISCRIMINATION:** Contractor shall comply with State of Texas and federal civil rights laws and University policies prohibiting discrimination and harassment. Contractor shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability that is unrelated to the individual's ability to perform the duties of a particular position. A breach of this covenant may be regarded as a material breach of this Agreement.
36. **NON-ASSIGNABLE CONTRACT:** This Agreement cannot be assigned, in whole or in part, by either party.
37. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representation and understanding made by the Parties relating to such subject matter. This Agreement may not be waived, altered, amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement with University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.
38. **EFFECTIVE DATE:** This Agreement shall be deemed to be effective on \_\_\_\_\_ and is signed by the respective Parties on the dates of their respective signatures as appear below.

<p><b>INSURANCE REQUIREMENTS WAIVER</b> - IF the Insurance Requirements are not applicable to the services or if University otherwise chooses to waive such requirements for purposes of this <u>Agreement</u>, the appropriate University representative may waive the requirements by initialing here -----&gt; _____. Otherwise, Contractor must satisfy the insurance requirements specified in this Agreement.</p>
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PURCHASING AGREEMENT  
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AND

Choose an item.

IN WITNESS WHEREOF:

**Midwestern State University:**

\_\_\_\_\_ ::

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE