

**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

735-18-4283

**IDIQ Annual Fire Alarm
Inspections/Service**

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
August 20, 2018:
the office's of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
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 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

IDIQ Annual Fire Alarm Inspections/Service 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 August 13, 2018 at 12:00 pm CST to:

Joseph J. Mrugalski Jr., Assistant Director of Purchasing & Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 200
Wichita Falls, TX. 76308
joe.mrugalski@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 should not be sent prior to last day for questions date.

Proposals are to be sent via email or hand delivered by August 20, 2018 @ 2:00 pm CST to:

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

**IDIQ Annual Fire Alarm Inspections/Service
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 alarm system inspections/repairs in accordance with NFPA 72 requirements. The annual inspections portion will begin in December 2018. Any repairs will be as needed beginning upon award of contract.

I. SCOPE OF WORK

- A.** Awarded vendor will complete annual fire sprinkler system inspections in accordance with NFPA 72 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 alarm 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.** Fire Alarm Systems (annual inspection)
 - a.** Refer to Appendix A for system information.
- 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 testing of the fire alarm 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 three (3) 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 alarm service.
- B.** To be qualified to bid on this IFB, vendors shall be a licensed Fire Alarm Systems Contractor with the State of Texas. Fire alarm 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 and manufacturers recommended replacement parts in performing all required testing and inspection. The University will not provide any needed tools, i.e., ladders, 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.** 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.
- E.** Vendors shall have sufficient test and inspection equipment needed to perform the work required as outlined in this IFB.

F. Vendors shall have adequate personnel on their staff to perform the required tasks as outlined in this IFB.

G. 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

Annual Inspection (Fall '18) _____

Annual Inspection with sensitivity (Fall '19) _____

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

Alarm tech \$ _____

Helper \$ _____

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

Alarm 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.

Additional Proposal Requirements

RFP #735-18-4283

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

<http://msutexas@edu/purchasing>

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.

Building	System	Smoke Detectors	Manual Pulls	Heat Detectors	Duct Detectors	Door Holders	Water Flow	Tamper Valve	Pressure Switch	NACP
Beawood-Prothro-Yeager-O'Donohoe	EST 3	110	36	27	42					2
Bolin Hall	EST 3	217	19	53	8	12				6
Bridwell Courts	EST 3	65	8	1						1
Central Plant	EST 3	6	3		9					
Clark Student Center	EST 2	14	20	18	21		3	5	1	3
Counseling Center	EST 3	6	2							
D. L. Ligon	EST 3	46	20	5	27		3	6		18
Daniel Bldg	EST 3	53	13	1	3		1	1		
Dillard College of Business	EST 3	130	35	4	19		1	2		6
Fain Fine Arts	EST 2	1	12		8		1	1		2
Fain Hall	LSS4/36	4	3		1	4				1
Fain Instrumental Band Hall	EST 3	2	4		1		1	2		1
Fantasy of Lights (Warehouse)	Radionics 7212	2	2		3					1
Ferguson Hall	EST 3	5	8	4	3	5				1
Fraternity Commons	EST 3	5	5							
Hardin Administration	EST 3	14	22	3	8					2
J. S. Bridwell Hall	EST 3	56	12		7					4
Killingsworth Hall	EST 3	265	19	4	2	18	7			13
Legacy Hall	EST 3	334	36		6		5	10	2	18
Martin Hall	EST 3	2	5	3	2					
McCoy Engineering Hall	EST 3	7	9	1	5		2	4	1	3
McCullough Annex	EST FS 302	2	1							1
McCullough Hall	EST 3	2	5		2					1
McCullough-Trigg Hall	EST 2	68	23	6						2
Memorial Hall	EST 3	15	3		1					
Moffett Library	EST 3	17	11	12	8					7
Outdoor Education Center	EST 3	12	6	4						
Paint Shop	EST FS302	2	2							1
Pierce Hall	EST 3	180	11	3	3		3	3		6
Redwine Recreation and Wellness	EST 3	18	18	3	5		1	3		5
Regional Simulation Center	Simplex 2001	14	4		11		1	1		
Sikes Guest House	NX-8	4		1						
Sikes House	NX-8	6		2						
Sundance Apartments	EST 3	22	1	2			4	4	2	6
SunWatcher Village (Bldg #2)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #3)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #4)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #5)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #6)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #7)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #8)	EST FS 1004	1	3				1	1		
SunWatcher Village (Bldg #9)	EST FS 1004	1	3				1			
SunWatcher Village (Clubhouse)	EST 3	23	4							
University Police	EST 3	4	2	1						
University Press/Credit Union	EST 3	5	3							2
West Campus Annex	EST 3	3	9		1	2				
Wichita Falls Musuem of Art	EST 3	29	5	1	11					1

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: _____

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.

**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

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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,

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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

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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

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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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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>INSURANCE REQUIREMENTS WAIVER - 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 -----> _____. Otherwise, Contractor must satisfy the insurance requirements specified in this Agreement.</p>

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IN WITNESS WHEREOF:

Midwestern State University:

_____ ::

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE
