

**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
<b>735-18-8190</b>	<b>Specialty Lighting Fixtures Flower Mound Project</b>

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:  
2:00 P.M.,  
November 30, 2017 to:  
the office's of the Director of Purchasing & Contract Management,  
3410 Taft Blvd., Daniel Bldg., Rm. 202  
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.

## REQUEST FOR PROPOSAL

### SPECIALTY LIGHTING FIXTURES FLOWER MOUND PROJECT 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 November 8, 2017 to:

Stephen Shelley, Director of Purchasing and Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4110

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.

**~~*PRE-BID MEETING: A NON MANDATORY pre bid meeting will be held at 10:00 a.m. on November 3, 2017 in the ceramics lab in Fain Fine Arts Building, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.*~~**

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

Stephen Shelley, Director of Purchasing and Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)  
(940) 397-4110

**SPECIFICATIONS**  
**RFP #735-18-8190**  
**SPECIALTY LIGHTING FIXTURES FLOWER MOUND PROJECT**

See attached excel spreadsheet detailing specifications

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/>~~

~~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>~~

**Schedule:** Please supply a delivery schedule with bid

Supply a detailed pricing list with bid.

No substitutions from specifications.

**BID SHEET**  
**RFP #735-18-8190**  
**SPECIALTY LIGHTING FIXTURES FLOWER MOUND PROJECT**

**Base Bid:** \_\_\_\_\_

**Shipping:** \_\_\_\_\_

**Total:** \_\_\_\_\_

**Company:** \_\_\_\_\_

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

**City & State:** \_\_\_\_\_

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

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

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_



Light Fixtures Item Legend

**Specialty Lighting Fixtures Item Legend**

Room #	Location	Qty	Manufacturer	Type Fixture	Size	Color/Description	Item #	Addtl ID
110	Lobby Soft Seating Near Desk Area	2	Wade Logan	Lipsky 1-Light Mini Pendant	24"	Black	WADL9291	Allmodern In Stock 11/10/17
110/133	Lobby Focal Wall	7	Allmodern	3 Light Track Kit	48"	Black	OUV4368	Allmodern
110	Center of Lobby	3	Rich Brilliant Willing	Mori Squash Pendant	20"x 19"	2700 Temperature	RBW523573	MP-S-27
110	Center of Lobby	2	Rich Brilliant Willing	Mori Nut Pendant	24"x 20"	2700 Temperature	RBW523572	MP-N-27
110	Center of Lobby	2	Rich Brilliant Willing	Mori Gourd Pendant	13"x 16"	2700 Temperature	RBW523553	MP-G-27
111	Admin Focal Wall	2	Philips Forecast Lighting	Rox LED Indoor/Outdoor Wall Sconce	4.5"x 6.75"x 4"	Black Large	R367523	FL0008030
140	Conference Ceiling	2	Studio Charlie by Nemo	Spigolo Linear Pendant	44.88 x 22.83"	Rectangular Black Horizontal	NEM701724	SPILNN 52
140	Conference Ceiling	3	Koncept	Z-Bar Square LED Pendant	24"	Black Square	KCP692942	ZBP-24-S-SW-MTB-CNP
140	Conference Informal Seating	1	Wade Logan	Lipsky 1-Light Mini Pendant	24"	Black	WADL9291	Allmodern In Stock 11/10/17
140	Conference Focal Wall	2	Allmodern	3 Light Track Kit	48"	Black	OUV4368	Allmodern
140A	Conference Hall	3	Allmodern	3 Light Track Kit	48"	Black	OUV4368	Allmodern
201	Stairwell	2	Philips Forecast Lighting	Rox LED Indoor/Outdoor Wall Sconce	4.5"x 6.75"x 4"	Black Large	R367523	FL0008030
208 A,B,C	Study Cubbies	3	Allmodern	Zepeda Drum Pendant	19.5"	White	BRY56896	Allmodern
208	Study Lounges	3	Modern Forms	Marimba 7-Light Cluster Pendant	24"	Black Gold Leaf Finish	MFDE1246	Allmodern
209	Study Rooms	2	Finelite	Series 12 LED 2E Suspended D/ID	8' linear/4000K	Std. Finish/Flat Endcap	see spec sheet	Finelite
210	Study Rooms	2	Finelite	Series 12 LED 2E Suspended D/ID	8' linear/4000K	Std. Finish/Flat Endcap	see spec sheet	Finelite

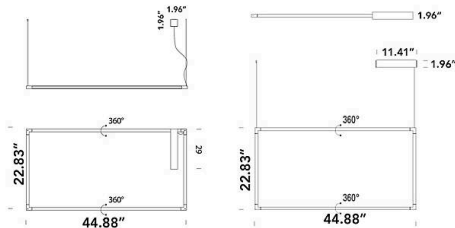
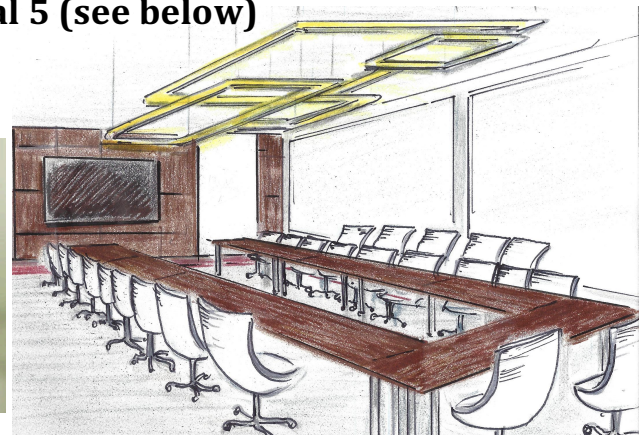


## #140 Conference

Rectangle Fixture: 44.88"x22.83" \$1035.00

Square Fixture: \$792.00 (24")

**Total 5 (see below)**

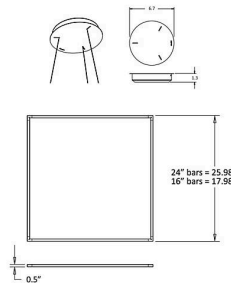
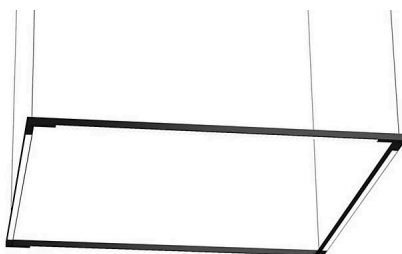


Rectangular fixture: Black Horizontal  
**qty. 2**

Item ID NEM701724

MFR ID SPILNN 52

<https://www.lumens.com/spigolo-linear-pendant-by-nemo-NEMP156638.html>



Square fixture: 24" Black  
**qty. 3**

Item ID KCP692942

MFR ID ZBP-24-S-SW-MTB-CNP

<https://www.lumens.com/z-bar-square-led-pendant-by-koncept-KCPP154384.html#prefn1=Light%20Source&prefn2=Style&sz=48&start=240&prefv1=LED&prefv2=Design%7CContemporary&cgid=12&&tileIndex=41>

**#110 Lobby Soft Seating near desk area**

**Qty 2**

**#140 Conference - Informal seating**

**Qty. 1**

**(Total Qty. 3)**

Black 24" \$360

<https://www.allmodern.com/Wade-Logan-Lipsky-1-Light-Mini-Pendant-WADL9291.html>



**#140 Conference Focal Wall**

**(qty. 2)**

**#140A Conference Hall**

**(qty. 3)**

**#110/133 Lobby**

**(qty. 7)**

**“Track Lighting”**

**Total Qty. 12 kits**

Black 3-Light kit 48" w \$82

<https://www.allmodern.com/3-Light-Track-Kit-OUV4368.html>

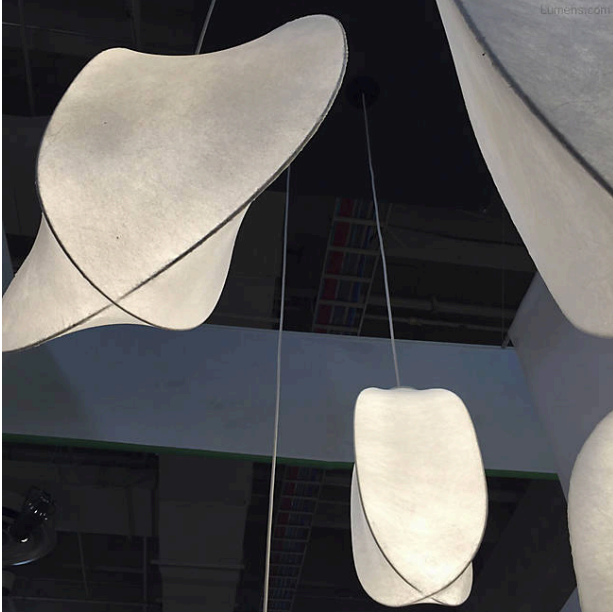


## #110 Center of Lobby

Mori Pendants  
\$550-760

**Total Qty. 7**

Color Temp:  
2700



Nut	Squash	Gourd
24" w x 20" h	20" w x 19" h	13" w x 16" h
Qty. 2	Qty. 3	Qty. 2



**Item # RBW523573 Mfr. ID: MP-S-27**

<https://www.lumens.com/mori-squash-pendant-by-rich-brilliant-willing-RBWP92472.html#prefn1=Light%20Source&prefn2=ProductCategoryPath&prefv3=Design&sz=48&start=144&prefv1=LED&prefv2=Pendants%7CMedium%20&%20Large%20Pendants&prefn3=Style&cgid=11057&&tileIndex=48>

**Item # RBW523553 Mfr. ID: MP-G-27**

<https://www.lumens.com/mori-gourd-led-pendant-by-rich-brilliant-willing-RBWP92466.html>

**Item # RBW523572 Mfr. ID: MP-N-27**

<https://www.lumens.com/mori-nut-pendant-by-rich-brilliant-willing-RBWP92470.html>



## **#201 Graphic Wall Stairwell**

*(qty. 2)*

**&**

## **#111 Admission Focal Wall**

*(qty. 2)*

**Total Qty. 4**

LED Wall Sconce \$200 – Black Large 4.5”wx 6.75”h x 4”d  
Item # R367523 Mfr. ID: FL0008030

<https://www.lumens.com/rox-led-indoor/outdoor-wall-sconce-by-philips-forecast-lighting-uu549179.html#prefn1=StandardFinish&prefn2=Style&srule=price-low-to-high&sz=48&start=0&prefv1=Black&prefv2=Contemporary&cgid=505&titleIndex=17>



## **#208 A,B,C** **Study Cubbies (Qty. 3)**

19.5” \$162

Zepeda Drum Pendant – White

<https://www.allmodern.com/Zepeda-Drum-Pendant-BRYS6896.html>

# #208 Study Lounges – 2<sup>nd</sup> Floor



24" \$800  
Black Gold leaf finish

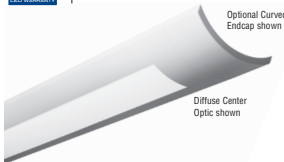
Qty. 3

<https://www.allmodern.com/Modern-Forms-Marimba-7-Light-Cluster-Pendant-MFDE1246.html>

## FINELITE Series 12 LED Indirect/Direct - 2E Technical Sheet



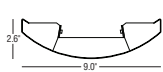
LED BUY AMERICAN ACT OF 2009 COMPLIANT



Signal White is standard finish

### DESCRIPTION

Series 12 LED ID 2E is an Indirect/Direct LED luminaire with a classic curved shape. The luminaire uses mid-power LEDs for long life and enhanced performance. It is available with a standard flat endcap or an optional extended diecast aluminum endcap.



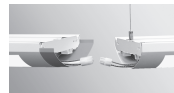
### DIMENSIONS / LIGHT ENGINE

Two replaceable light engines with mid-power LEDs to provide excellent distribution for the uplight and downlight.



### SHIELDING OPTIONS

Diffuse, White Cross Blade Baffle and Parabolic Louver shielding options for the downlight.



### EASE OF INSTALLATION

Joiner plates and plug-together wiring make long runs easy to assemble.

Date

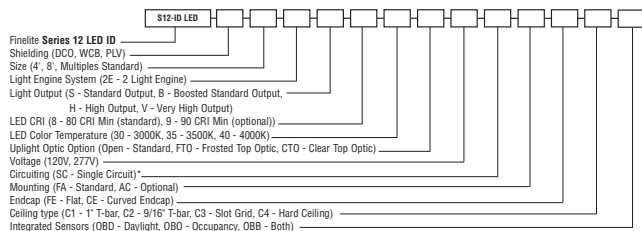
Project

Type

Comments

### ORDERING GUIDE

Sample Number: S12 LED ID - DCO - 8' - 2E - S - 8 - 35 - OPEN - 120V - SC - FA - FE - C1 - OBD



\* Contact factory for switching options.

Finelite, Inc. • 30500 Whipple Road • Union City, CA 94587-1530 • 510 / 441-1100 • Fax: 510 / 441-1510 • www.finelite.com

Due to continuing product improvements, Finelite reserves the right to change specifications without notice. Please visit www.finelite.com for most current data.

# #209/210 Study Rooms

Total Qty. 4

Qty. (2) 8' sections per room

<http://www.finelite.com/products/series12-led-2e-images/>







BUY AMERICAN ACT OF 2009 COMPLIANT

# FINELITE

## Series 12 LED Indirect/Direct - 2E Technical Sheet

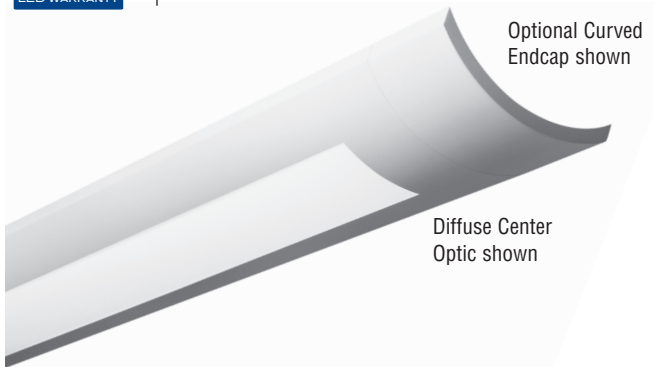


Date

Project

Type

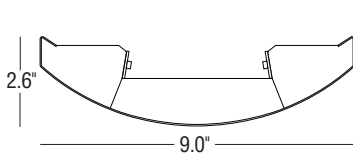
Comments



Signal White is standard finish

### DESCRIPTION

Series 12 LED ID 2E is an Indirect/Direct LED luminaire with a classic curved shape. The luminaire uses mid-power LEDs for long life and enhanced performance. It is available with a standard flat endcap or an optional extended diecast aluminum endcap.

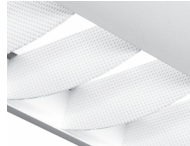


### DIMENSIONS / LIGHT ENGINE

Two replaceable light engines with mid-power LEDs to provide excellent distribution for the uplight and downlight.



Diffuse Center Optic (DCO)



White Cross Baffle (WCB)



Parabolic Louver (PLV)

### SHIELDING OPTIONS

Diffuse, White Cross Blade Baffle and Parabolic Louver shielding options for the downlight.

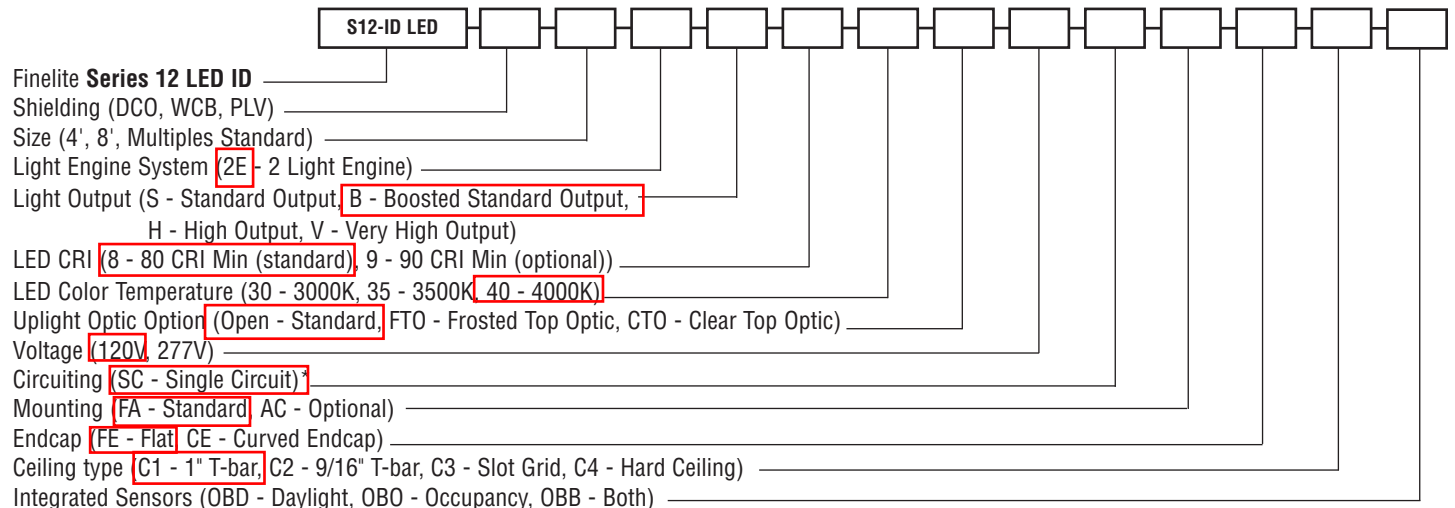


### EASE OF INSTALLATION

Joiner plates and plug-together wiring make long runs easy to assemble.

### ORDERING GUIDE

Sample Number: S12 LED ID - DCO - 8' - 2E - S - 8 - 35 - OPEN - 120V - SC - FA - FE - C1 - OBO



\* Contact factory for switching options.

Finelite, Inc. • 30500 Whipple Road • Union City, CA 94587-1530 • 510 / 441-1100 • Fax: 510 / 441-1510 • www.finelite.com

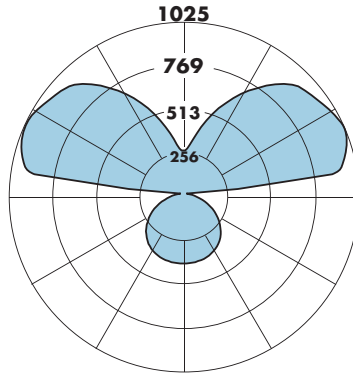
Due to continuing product improvements, Finelite reserves the right to change specifications without notice. Please visit www.finelite.com for most current data.

# FINELITE

## Series 12 LED Indirect/Direct - 2E Technical Sheet

### PHOTOMETRY

Series 12-ID LED 2E - Open  
 Very High Output - 4' Luminaire  
 Efficacy (lumens per watt): 128.3  
 Total Luminaire Output: 4784 lumens (1196 lumens/foot)  
 37.3 watts (9.33 watts/foot)  
 Peak Candela Value: 1014 @ 115°  
 CCT: 3500K  
 ITL LM79 Report 85161



CANDLEPOWER SUMMARY						
	0.0	22.5	45.0	67.5	90.0	Flux
0	411	411	411	411	411	
5	409	409	410	410		39
15	396	395	400	403	403	113
25	369	369	378	386	388	174
35	328	331	343	354	358	214
45	277	281	294	305	311	226
55	217	220	232	242	247	207
65	149	152	160	169	172	159
75	79	81	87	96	98	94
85	16	20	29	37	40	33
90	0	4	11	17	20	
95	29	327	635	632	323	390
105	82	418	751	929	986	698
115	136	454	754	949	1014	679
125	184	431	762	913	963	610
135	219	404	673	853	906	485
145	241	364	571	712	759	338
155	251	316	454	555	588	203
165	254	274	335	389	407	96
175	253	253	259	265	267	26
180	253	253	253	253	253	

Total Light Output, 3500K, 80 CRI (Lumens) - 4' Luminaire			
S*	B*	H*	V**
1958	2462	3721	4784

Lumen Adjustment Factors - 80 CRI	
3000K	0.985
3500K	1.000
4000K	1.032

Light Output, 3500K, 80 CRI (Lumens Per Foot)			
S*	B*	H*	V**
490	616	930	1196

Lumen Adjustment Factors - 90 CRI	
3000K	0.746
3500K	0.760
4000K	0.789

Power (Watts Per Foot)			
S*	B*	H*	V**
3.7	4.6	7.1	9.3

Apply a lumen adjustment factor to calculate lumens for the desired CCT and CRI.

Efficacy, 3500K, 80 CRI (Lumens Per Watt)			
S*	B*	H*	V**
133.9	132.5	130.2	128.3

S - Standard Output, B - Boosted Standard Output, H - High Output, V - Very High Output

\* Family Correlation based on 4' Luminaire 3500K Very High Output (V) test - 120V.

\*\* Correlation based on ITL report: 85161

### SAMPLE LUMEN ADJUSTMENT CALCULATION

High Output (H) 4000K, 90 CRI

$$\text{Lumen Adjustment Factor} = 0.789$$

$$\text{Total Light Output} = 3721 \text{ lm} \times 0.789 = 2936 \text{ lm}$$

$$\text{Total Light Output per Foot} = 930 \text{ lm/ft} \times 0.789 = 734 \text{ lm/ft}$$

$$\text{watts/foot} = 7.1 \text{ W/ft}$$

$$\text{Efficacy} = \frac{734 \frac{\text{lm}}{\text{ft}}}{7.1 \frac{\text{W}}{\text{ft}}} = 103.4 \text{ lm/W}$$





# FINELITE

## Series 12 LED Indirect/Direct - 2E Technical Sheet

### SPECIFICATIONS

**CONSTRUCTION:** Body is 20-gauge die-formed steel with an 18-gauge die-formed internal joiner system. Plug-together wiring standard. All components are hard-tooled to tolerances of +/- 0.010".

**ENDCAPS:** The Flat Endcap (FE) is standard and made of 20-gauge die-formed steel adding 0.1" at each end. The optional Curved Endcap (CE) is an aluminum die-cast endcap with a 0.100" reveal adding 5.0" at each end.

**UPLIGHT TOP OPTICS:** The 2E optical system is open, standard. Optional Frosted Top Optic (FTO) and Clear Top Optic (CTO), available.

#### SHIELDING OPTIONS:

- DCO Diffuse Center Optic, 73% transmissive, 99% diffusion.
- WCB White Cross Baffle, 87 cell baffles spaced 0.5" apart and finished with 96% reflective white paint.
- PLV Parabolic Louver, Semi-specular louvers with straight edges, spaced approximately 1.2" apart.

**LIGHT OUTPUT:** Four lumen packages available, Standard Output (S), Boosted Standard Output (B), High Output (H), and Very High Output (V). A separate chart summarizes lumen distribution and wattage. Light engines are replaceable.

**LUMEN MAINTENANCE:** 90% of initial light output (L90) at 100,000+ hours; 70% of initial light output (L70) at 200,000+ hours.

**DRIVER:** Replaceable 120V/277V Constant Current Reduction dimming driver standard. Can be wired dimming or non-dimming. 0-10V dimming controls with a range of 10%-100%. Dimming to 1% available; consult factory. Driver is fully accessible from below the ceiling. Power Factor: ≥0.9. Total Harmonic Distortion (THD) <20%. Expected driver lifetime: 100,000 hours.

**LUTRON DRIVER OPTIONS:** Lut3W-3-wire, LutES-EcoSystem, Lut2W-2-wire.

**ELECTRICAL:** Optional emergency to generator/inverter wiring, internal generator transfer switch, nightlight wiring, step-dimming driver, backup battery. Optional Chicago Plenum available. A factory-choice low-profile backup battery is available (8' minimum fixture length). Backup batteries deliver 1600 lumens. A 4' section will be illuminated in emergency mode.



**INTEGRATED SENSORS:** Integrated PIR (Passive Infrared) occupancy and/or daylight sensors available. Refer to Occupancy Sensor and Daylight Sensor tech sheets for more info.

**MOUNTING OPTIONS:** 50" Fully Adjustable (FA) plated steel aircraft cable with safety stop hardware standard. Contact factory for additional lengths up to 150". Optional

semi-adjustable Aircraft Cable (AC) (± 0.5") in lengths of 12", 15", 18", 21", 24", 27", 30", 36".

**FINISHES:** Finelite Signal White powder coat standard. Optional Adders: 185 Tiger Drylac's non-metallic RAL colors.

**FEED:** Standard with one 18-gauge/5-conductor single-circuit feed. 14-gauge feed used when fixture current exceeds 5 amps.

**LENGTHS:** Standard 4' and 8' section lengths can be combined to make longer runs. Contact factory additional lengths.

**LABELS:** Fixture and electrical components are ETL-listed conforming to UL 1598 in the U.S.A. and CAN/CSA C22.2 No. 250.0 in Canada. In accordance with NEC Code 410.73 (G), this luminaire contains an internal driver disconnect. Damp Location. Finelite products use electronic components that are RoHS compliant, and the mechanical components of the luminaire have been verified to not knowingly contain any restricted substances listed per RoHS Directive 2002/95/EC.

**WEIGHT:** With Flat Endcaps (FE) - 2.0 lb/ft; with Curved Endcaps (CE) - 2.6 to 3.6 lb/ft.

**WARRANTY:** 10-year performance-based warranty on all standard components. Optional accessories such as emergency battery packs are covered by their individual manufacturer warranties.

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BETWEEN  
MIDWESTERN STATE UNIVERSITY  
AND**

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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.

**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 Agreement, the appropriate University representative may waive the requirements by initialing here -----> \_\_\_\_\_. Otherwise, Contractor must satisfy the insurance requirements specified in this Agreement.

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**IN WITNESS WHEREOF:**

**Midwestern State University:**

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

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

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

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

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

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

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

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

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

SAMPLE



**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.