

Midwestern State University

Purchasing & Contract Management Department
2733 Midwestern Pkwy, Room 105
Wichita Falls, TX 76308



Request for Proposal

IDIQ-Annual Fire Alarm Inspection/Repair Services

RFP 735-21-4357

July 5, 2021

Anticipated Schedule of Events

August 9, 2021	Issuance of RFP
August 19, 2021 (12:00 pm CT)	Deadline for Submission of Questions
August 20, 2021 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
August 31, 2021 (2:00 pm CT)	Deadline for Submission of Offers

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**Section 1
Summary**

- 1.1 Type of Solicitation: Request for Proposal
- 1.2 Issuing Office:
 - Midwestern State University
 - Purchasing & Contract Management Department
 - 2733 Midwestern Pkwy, Room 105
 - Wichita Falls, TX 76308
- 1.3 Responses to RFP: Sealed Competitive Proposals
- 1.4 Anticipated Schedule of Events:
 - Issuance of RFP: August 9, 2021
 - Deadline for Submission of Questions: August 19, 2021 (12:00 pm CT)
 - Deadline for Response to Questions: August 20, 2021 (5:00 pm CT)
or soon as possible thereafter as practical
 - Deadline for Offers: In issuing office no later than:
August 31, 2021 (2:00 pm CT)
- 1.5 Initial Contract Term: **September 1, 2021 to August 31, 2022**
- 1.6 Optional Contract Terms:
 - The anticipated term of any resulting agreement will begin execution of the contract and expire on September 1, 2021. MSU will have the option of two (2) additional one (1) year renewal periods.
 - **Optional Renewal Period #1: September 1, 2022 – August 31, 2023**
 - **Optional Renewal Period #2: September 1, 2023 – August 31, 2024**
- 1.7 Contact Person for this RFP: Joseph J. Mrugalski Jr.
joe.mrugalski@msutexas.edu
- 1.8 Offers Submitted:
 - By mail or hand delivery: Accepted
 - By email: Accepted (**Preferred**)
 - By fax: Not Accepted
- 1.9 RFP Addenda: Notice of changes to items directly affecting the original RFP or offer process will be posted on the MSU Purchasing webpages located at: <http://www.msutexas.edu/purchasing>
Amendments to the solicitation will be posted to the RFP an addendum. It is the responsibility of an interested party to check periodically the MSU Purchasing webpage for updates to the RFP prior to submitting an offer. Each respondent is solely responsible for verifying receipt Addendum, if applicable, and offer by the deadlines specified.
- 1.10 Questions & Responses: Questions regarding this RFP must be in writing and must be submitted to contact person for this RFP noted in Section 1.7. **Telephone inquiries will not be accepted.** MSU intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @

<http://msutexas.edu/purchasing/>. Each bidder is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Bidder Presentations:

Presentations/interviews are an option of the evaluation team and may **or** may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Part 5. The presentation will be conducted at a location, date and time to be arranged. MSU will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with MSU Staff:

Upon issuance of this RFP, employees and representatives of MSU, other than the MSU contact person identified in Section 1.7, will not discuss the contents of the RFP with any bidder or its representatives. **Failure of a bidder or any of its representatives may result in disqualification of any related offer.** This restriction does not preclude discussions between affected parties conducting business unrelated to this procurement.

1.13 Additional Requirements/Qualifications: N/A

1.14 Evaluation of Offer under Best Value Standard (Texas Government Code §2155.074):
The proposal analysis will include:

	Criteria	Weight
1.	Past Performance in terms of quality work and compliance with performance schedules. Firm should highlight particular areas of expertise	20%
2.	Prior favorable service to Midwestern State University	15%
3.	Proposed labor rates, markup percentages and unit costs	60%
4.	Demonstrated knowledge of local building codes	Mandatory
5.	Completeness and general response to the Request for Proposal	5%
	Total:	100%

It is understood that factors listed in Texas Government Code §2156.007 & 2157.003 shall also be considered in making an award when specified.

Section 2 **General Information**

2.1 Introduction

Midwestern State University seeks proposals from qualified vendors interested in providing specified annual fire alarm systems inspections/repairs in accordance with NFPA 72 requirements. Commodities & services are specifically described in Section 6 (Specifications/Scope of Work).

2.2 Information about Midwestern State University

Midwestern State University is a state/public institution of higher education governed by the Texas Legislature and its statutes and by Midwestern State University policies.

Midwestern State University is located in Wichita Falls, Texas, midway between Oklahoma City and the Dallas/Fort-Worth Metroplex. The 255-acre campus is nestled among the city's residential area, and comprises 70 buildings, numerous playing fields, and outdoor recreational facility near Sikes Lake.

Founded in 1922, Midwestern State University is one of 36 public institutions of higher education in Texas. It is organized into 7 colleges with 16 undergraduate programs offering 43 majors and 30 minors, and 9 graduate programs offering 28 majors and 15 minors. Midwestern State University is the only university in Texas with membership in the Council of Public Liberal Arts Colleges (COPLAC).

In athletics, Midwestern State University fields 13 intercollegiate NCAA Division II athletic teams and is a member of the Lone Star Conference (LSC).

2.3 General Terms & Conditions

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract arising out of this RFP. In addition, and to the extent they do not conflict with these terms, <https://msutexas.edu/purchasing/assets/files/purchasing-general/midwestern-state-university-standard-terms-and-conditions-for-purchase-order---rev-6-nov.-2020-final.pdf>, will apply to all Procurements or Goods or Services by Midwestern State University.

Section 3 **Notice to Bidders** **PLEASE NOTE CAREFULLY**

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

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

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

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 PROPOSAL in excess of the amounts quoted.

The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

3.1. Clarification of Instructions or Specifications

Questions requiring only clarification of instructions or specifications will be handled through the email process. **Telephone inquiries will not be accepted.** If any questions results in a change or addition to this Proposal, 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://msutexas.edu/purchasing/>. Written inquires pertaining to proposals must give Proposal Number. Oral or other written interpretations or clarifications shall be without legal effect.

3.2. Group Purchasing Procurement

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335, 73.115, and 74.008). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this RFP.

3.3 Availability of Funds

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

3.4 Non-Bid Solicitations

Phone calls/emails from vendors using this bid in an attempt to make a sales call (which circumvents the bid process) will not receive a response.

Section 4 **Proposal Submission Procedures**

4.1 Proposal Submission

Each sealed proposal shall be properly identified with the **name and number** of proposal and name of bidder submitting proposal. Proposals must be in the MSU Purchasing Office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted proposals will be date/time stamped upon receipt.

Electronic submissions are preferred and must be sent to the contact person email address referenced in Section 1.7.

If submissions are mailed or hand delivered, one (1) original individually bound completed proposal and one (1) electronic version (USB Drive) is required. See Section 1.8 for acceptable submission requirements.

Mailed or hand delivered submissions must be received **in** the issuing office noted in Section 1.2 before the scheduled deadline for submissions noted in Section 1.8. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

In the event of inclement weather and the University Offices are officially closed on a proposal opening day, proposals will be received until 2:00 p.m. of the next business day. At which time said proposals will be privately opened.

BIDDERS SHALL SUBMIT PROPOSAL PRICING ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT NOTICE, AND RETURN ENTIRE PROPOSAL PACKET. Should additional documentation or bid instructions be required, it will be noted in Section 6.1.

Proposals **MUST** give full firm name and address of the bidder. Failure to manually sign proposal will result in disqualification. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

References should be included. Three (3) current customers with a comparable purchase shall be listed with complete name, address, telephone number, and contact person.

Any catalog, brand name, or manufacturer's reference used in a proposal invitation is descriptive-NOT restrictive-it is to indicate type and quality desired unless otherwise indicated. Proposals on brand of like nature and quality may be considered. If proposal 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 proposal. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Proposal unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Proposals subject to unlimited price increase will not be considered.

4.3 Altered/Amended Proposals

Proposals CANNOT be altered or amended after opening time. Any alterations made before opening time must be initiated by bidder or his/her authorized agent. No proposal can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

4.4 State Sales Tax

The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN PROPOSAL.**

4.5 Samples

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

4.6 Condition of Items

All items proposed shall be new, in first class condition suitable for shipment and storage (the University prefers recycled packaging whenever possible), unless otherwise indicated in proposal. 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.

4.7 Right to Reject

The University reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award to the Bidder that proposes the Best Value to the University. The University reserves the right to award by item or by total proposal. Prices should be itemized.

All proposals meeting the intent of this request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. 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. The 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.

4.8 Delivery

Proposals with deliverables or commodities to be delivered 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 proposal 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.

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.

Consistent and continued tie bidding could cause rejection of proposals by the University and/or investigation for Anti-Trust violations.

4.9 Variation in Quantity

The University assumes no liability for commodities produced, processed, or shipped in excess of the amount specified herein.

4.10 Accessibility & Section 508 Compliance

Bidders are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised) (if applicable).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the Vendor shall provide documentation of how each requirements or specification is met.

It is the Bidder's responsibility to maintain the integrity of any accessibility documentation provided to the University. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the bidder plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the bidder shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the bidder must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

<https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc>

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

Section 5 **Award/Post Award**

5.1 Award

A written purchase order 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.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award.

5.2 Public Information

Bidders are hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The University may seek to protect from disclosure all information submitted in response to this RFP until such time a final agreement is executed

Upon execution of a final agreement, the University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Bidders will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.

5.3 Invoicing

Bidder shall submit two (2) copies of an itemized invoice showing proposal number and purchase order number to:

Midwestern State University
ATTN: Purchasing
3410 Taft Blvd.
Wichita Falls, TX. 76308

5.4 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 in accordance with Texas Government Code §2251.021. 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.

5.5 Discrimination

In order to comply with the provisions of fair employment practices, the contractor agrees as follows:

- a.) The contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.
- b.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;
- c.) The contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and
- d.) 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.

5.6 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.

5.7 Other Remedies

In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.

5.8 E-Verify

Bidders certifies that for contract for services, bidders shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by bidders to perform duties within Texas; and

- All persons, including subcontractors, assigned by bidders to perform work pursuant to the contract within the United States.

5.9 Bonds (for Construction Proposals)

- **Bid Deposit (Bid Bond)**- A deposit required with submitted proposals from bidders to protect the State in the event a low bidder attempts to withdraw its bid or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your bid is \$25,000 or above.
- **Payment Bond** - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. If awarded the project a Payment Bond will be required if your bid is \$25,000 or above.
- **Performance Bond** - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for bids of \$100,000 or above.

5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of bidder's proposal if a proposal is \$100,000 or above.

Midwestern State University has determined that there are no subcontracting opportunities. ~~Since MSU has determined that there are subcontracting opportunities, the Proposer must include a HSP even if the Proposer intends to self-perform. The required supporting documentation must be submitted with the HSP. Bidders that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.~~

MSU is relying upon Proposer's expertise to fully identify subcontracting opportunities that best align with MSU and this RFP. Proposers who intend to subcontract are responsible for identifying all areas that will be subcontracted. Additional information regarding the State of Texas HUB Program can be found at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

If a properly submitted HSP contains minor deficiencies (e.g., failure to sign or date the plan, etc.), MSU may contact the Proposer for clarification to the plan if it contains sufficient evidence that the Proposer developed and submitted the HSP in good faith.

HSP forms can be found at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

5.11 Ethics Commission Reporting

The University is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the University).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.12 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the University may permit a bidder to revise its proposal in order for the University to obtain a best and final offer (BAFO). The University will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. The University is not bound to accept the best-priced proposal if that proposal is not the most advantageous to the University as determined by the evaluation team.

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. The University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk.

The University shall comply with Texas Government Code § 2261.256 & Midwestern State University Policy 2.24 the University regarding contract management.

Section 6 Specifications/Scope of Work

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 proposals.

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

The proposal analysis will include compliance to proposal specifications, past performance with vendor, references, delivery time, and overall cost. Weighted averages are calculated as noted in Section 1.14. The University reserves the right to consider deviations from these specifications.

6.1 Proposal Requirements

The proposal should contain ALL of the following **marked** components in the following order:

- Proposer's response to the Scope of Work
- Background of the Proposer
- Completed/signed Proposal Sheet/Price Sheet (Section 6.3)
- Estimated delivery time after receipt of order (ARO)
- (3) References (per Section 4.1) (Appendix A)
- Completed/signed Affidavit (Appendix B)
- Completed and initialed Addenda Checklist (Appendix C) (if applicable)
- Valid Certificate of Liability Insurance (required upon award)
- Documentation supporting Proposer's qualifications including HUB certification (if applicable);
- HUB Subcontracting plan (required for Proposal valued at \$100,000.00 or more) (if applicable);
- Completed/signed W-9 with your Proposal (if new to Midwestern State University)
- Voluntary Product Accessibility Template (VPAT) (if necessary)

- Bid Deposit (Bid Bond) (per Section 5.9)
- Performance Bond (per Section 5.9)
- Payment Bond (per Section 5.9)

Construction proposals must also note the following components:

- Specifications and drawings at the below link under current proposal opportunities:
<http://msutexas.edu/purchasing/>
- Supply schedule and lead time for project with proposal
- MSU Construction Standards
- 2010 Uniform General Conditions apply to this Proposal and can be found at the below listed link:
<http://msutexas.edu/purchasing/contract-management>

Additional Instructions:

- a.) The proposal may not exceed thirty (30) pages
- b.) All pages should be typed in 12 point font within margins consistent with 8.5 inch x 11 inch paper and numbered sequentially

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6.2 Specifications & Scope of Work

SPECIFICATIONS/SOW

IDIQ Annual Fire Alarm Inspection Services

RFP 735-21-4357

PROJECT OVERVIEW

Midwestern State University (MSU) intends to award a one year service contract (with two subsequent one year renewal options) for annual fire alarm system inspections/repairs in accordance with NFPA 72 requirements. The annual inspections portion will begin in December 2021. Any repairs will be as needed beginning upon award of contract.

SCOPE OF WORK

1. Awarded vendor will complete annual fire alarm 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.
2. 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.
3. 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.
4. 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.
5. Perform all required tests or inspections and coordinate where required with Facilities Services.
6. 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.
7. System Specifications:
 - a. Fire Alarm Systems (annual inspection)
 - b. Refer to Appendix E for system information.
8. 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 qualified companies will be permitted to submit a bid on this work.
 - a. 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/her own personnel for the inspection, detection and testing of the fire alarm system installed on the campus of Midwestern State University.
 - b. The contractor shall have been in the service business of this type for at least three (3) years.
9. The contractor shall not shutdown any equipment unless permission is first obtained from the Manager, University Health/Safety or his designee.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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 may cause bid to be declared non-responsive.
15. 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.
16. The contractor shall not subcontract any part of this contract without written, prior approval from the Manager, University Health/Safety or his designee.
17. 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.
18. Reasonable means of access to the equipment to be inspected will be provided. However, advanced notice may be required.
19. 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.
20. 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.
21. 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.
22. Midwestern State University reserves the right to cancel this contract at any time upon thirty (30) days written notice to the contractor.

GENERAL TIME & MATERIAL SCOPE OF SERVICES:

1. **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.
2. Vendor(s) must supply MSU with all warranty information whether it be expressed or implied.
3. All equipment, parts and/or supplies used must be new (OEM).
4. 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.
5. 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.
6. The firm selected shall comply with all applicable federal, state and local statutes, rules and regulations, inclusive of those specific to only Rowan procedures.
7. 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.
8. The University reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.
 9. 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.
 10. The University reserves the right to review any invoice of the awarded proposer.
 11. 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.
 12. 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.
 13. 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.
 14. 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.

VENDOR QUALIFICATIONS

1. The technician or mechanic to perform the annual testing shall be licensed by the State of Texas in fire alarm service.
2. To be qualified to bid on this RFP, 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.
3. 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.
4. 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.
5. Vendors shall have sufficient test and inspection equipment needed to perform the work required as outlined in this RFP.
6. Vendors shall have adequate personnel on their staff to perform the required tasks as outlined in this RFP.
7. 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 RFP.

TERM OF CONTRACT

The anticipated contractual period will be for one year* with two (2) possible renewal options 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.***

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.


VENDOR PERSONNEL

1. 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.
2. Bidders shall have been in the service business of this type for at least **three (3) years**.
3. Proposers are required to submit copies of applicable licenses/and or certifications with proposal submission package.
4. Bidders shall not subcontract any part of this contract without prior written approval from the Manager, University Health/Safety or his designee.
5. All personnel shall observe all rules and regulations in effect at MSU governing safety and personal conduct. While on University property, the contractor's employees shall be subject to control of the University but under no circumstances, shall such persons be deemed 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. All vendor personnel shall at all times, be in professional attire with clear identification of the company's name, logo, and person's name.
12. All vendor motorized vehicles shall be identified with the company's name and/or logo in clear view.

6.3 Proposal Sheet/Pricing Schedule/Bid Sheet

Provide pricing based on the information in Section 6.1 preferably in the following format:

Description	Pricing
Annual Inspection (Fall '21)	\$
Annual Inspection with sensitivity (Fall '22)	\$
Bidder will provide the following information in the spaces provided below:	
Parts Mark Up:	%
Hourly Rate/8:00 am to 5:00 pm Monday through Friday	
Alarm Technician:	\$
Helper:	\$
After Hours 5:01 pm to 7:59 am Monday through Friday, Saturday, Sunday & Holidays	
Alarm Technician:	\$
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 service/repair.	
Additional Notes:	

Vendor Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Signature of Authorized Representative:	

*Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Proposal Sheet/Pricing Schedule will be basis for proposal disqualification.

Contractor's Data Sheet (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 be 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 contract 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:	
Additional Notes:	

(The remainder of this page is intentionally left blank)

Appendix A
VENDOR REFERENCES

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

REFERENCE ONE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Appendix B
AFFIDAVIT

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

STATE OF _____

COUNTY OF _____

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

on this day personally appeared _____

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

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

Name and Address of Bidder:

Telephone: _____

Email: _____

Signature: _____

Name: _____

Title: _____

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

20 _____.

Notary Public in and for the State of _____.

Appendix C
ADDENDA CHECKLIST

Proposal of: _____
(Bidder's Company Name)

To: Midwestern State University

The undersigned bidder hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Contact Name:	
Title:	
*Initials of Authorized Representative:	