

# Midwestern State University

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



## Request for Proposal

### IDIQ Fire Sprinkler & Standpipe Inspections/Tests, Periodic Maintenance & Repair Services

RFP 735-22-4367

June 7, 2022

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#### Anticipated Schedule of Events

June 7, 2022	Issuance of RFP
June 21, 2022 (12:00 pm CT)	Deadline for Submission of Questions
June 22, 2022 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
June 30, 2022 (2:00 pm CT)	Deadline for Submission of Offers

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## **Section 1** **Summary**

- 1.1 Type of Solicitation: Request for Proposal (RFP)
- 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: June 7, 2022
- Deadline for Submission of Questions: June 21, 2022 (12:00 pm CT)
- Deadline for Response to Questions: June 22, 2022 (5:00 pm CT)  
or soon as possible thereafter as practical
- Deadline for Offers: In issuing office no later than:  
**June 30, 2022 (2:00 pm CT)**
- 1.5 Initial Contract Term: Award to Completion
- 1.6 Optional Contract Terms: The anticipated term of any resulting agreement will begin September 1, 2022 and expire on August 31, 2025. The agency will have the option of one (1) additional one (1) year renewal periods.
- Optional Renewal Period #1: September 1, 2025 – August 31, 2026
- 1.7 Contact Person for this RFP: Joseph J. Mrugalski Jr.  
[joe.mrugalski@msutexas.edu](mailto: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 as 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 a response. 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.** The agency 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 respondent is solely

responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Respondent Presentations:

Presentations/interviews are an option of the evaluation team and may **or** may not be conducted; therefore, responses 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. The agency will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with Agency Staff:

Upon issuance of this RFP, employees and representatives of the agency, other than the agency contact person identified in Section 1.7, will not discuss the contents of the RFP with any respondent or its representatives. **Failure of a respondent or any of its representatives to adhere to this requirement 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 response analysis will include:

	Criteria	Weight
1.	Respondent’s past performance, qualifications & experience, references & compliance with MSU Specifications	30%
2.	Minimum Response Time for Emergency System Failures	10%
6.	Cost	60%
	<b>Total:</b>	<b>100%</b>

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 responses from qualified respondents for Indefinite Delivery/Indefinite Quantity (IDIQ) Fire Sprinkler & Standpipe Inspections/Tests, Periodic Maintenance & Repair Services. 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.

### **2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policy & Procedures**

By submitting a response, the respondent agrees to and shall comply with all applicable local, state, and federal laws Regulations, as well as with all applicable policies and procedures of the Texas Tech University System & Midwestern State University.

## **Section 3** **Notice to Respondents** **PLEASE NOTE CAREFULLY**

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

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

**RESPONSES 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 agency. All cost quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this SOLICITATION in excess of the amounts quoted.

The respondent agrees to protect the agency 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 solicitation, the change(s) and addition(s) will be addressed to all respondents involved as quickly as possible in the form of an addendum. It is the responsibility of the respondent to view the posting on the agency purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquires pertaining to solicitations must give RFP 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). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful respondent under this RFP.

### 3.3 Availability of Funds

Award of this solicitation will be contingent on availability of agency funds.

### 3.4 Non-Bid Solicitations

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

## Section 4

### Response Submission Procedures

#### 4.1 Response Submission

Each sealed response shall be properly identified with the **name and number** of solicitation and name of respondent submitting response. Responses must be in the agency purchasing office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted responses 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 response 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 1.4. 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 agency offices are officially closed on a response opening day, responses will be received until 2:00 p.m. of the next business day. At which time said responses will be privately opened.

RESPONDENTS SHALL SUBMIT RESPONSE PRICING ON THE FORM PROVIDED, SIGN THE RESPONDENT AFFIDAVIT NOTICE, AND RETURN ENTIRE RESPONSE PACKET. **Should additional documentation or solicitation instructions be required, it will be noted in Section 6.1.**

Responses MUST give full firm name and address of the respondent. Failure to manually sign response will result in disqualification. Person signing response 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 the solicitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Responses on brand of like nature and quality may be considered, unless otherwise noted in Section 6.1. If response is based on other than referenced specifications, response 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 response. If respondent takes no exception to specifications or reference data, he/she 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. Quote unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Responses subject to unlimited price increase will not be considered.

#### **4.3 Altered/Amended Responses**

Responses CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by respondent or his/her authorized agent. No response 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 agency is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RESPONSE.**

#### **4.5 Samples**

Samples, when requested, must be furnished free of expense to the agency. If not destroyed in examination, they will be returned to the respondent on request, at his/her expense. Each sample should be marked with respondent's name, address, and agency RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RESPONSE.**

#### **4.6 Condition of Items**

All items quoted shall be new, in first class condition suitable for shipment and storage (the agency prefers recycled packaging whenever possible), unless otherwise indicated in solicitation. Verbal agreements to the agency will not be recognized. All materials and services shall be subject to the agency's approval. Unsatisfactory materials will be returned at respondent's expense.

#### **4.7 Right to Reject**

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

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the response. The absence of such a list shall indicate that the respondent has not taken exception and shall hold the respondent responsible to perform in strict accordance with the specifications of the solicitation. The agency 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 agency.

#### **4.8 Delivery**

Responses 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 respondent 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 response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from respondent 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, respondent shall give written notice to Director of Purchasing. The agency has the right to extend delivery date if reasons appear valid. Respondent must keep agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the agency to purchase supplies elsewhere and charge full increase in cost and handling to defaulting respondent.

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

When quoting delivery/freight charges, respondents will include **ALL** costs associated with the delivery of the commodities to include, but not limited to fuel surcharges, customs, duties, convenience delivery fees, limited access charges, etc. Delivery costs not included in the response will be the responsibility of the respondent.

#### **4.9 Variation in Quantity**

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

#### **4.10 Accessibility & Section 508 Compliance**

Respondents 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 respondent shall provide documentation of how each requirements or specification is met.

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

If the respondent plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the respondent shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the respondent 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.

#### **4.11 Validity Period**

Responses must be valid for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the duration of the contract.



## **Section 5**

### **Award/Post Award**

#### **5.1 Award**

A written contract or purchase order mailed or otherwise furnished to the successful respondent 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 RESPONDENT WILL BE NOTIFIED BY EMAIL OR MAIL. All responding respondents will receive written notification regarding the outcome of the award. See Section 1.5 & 1.6 for contract term and renewal options with regards to services.

In accordance with Texas Tech University System (TTUS) Board of Regents Rule 7.12, the contract will require a no-fault cancellation clause.

#### **5.2 Public Information**

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

The agency 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 agency 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.). Respondents 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.

Midwestern State University, as part of the Texas Tech University System (TTUS), follows MSU (OP) 01.02 and TTUS Regulation 07.01 with regards to the handling of public requests and the assessment of any charges for fulfilling requests. TTUS Regulations 07.01 is available at <https://www.texastech.edu/offices/cfo/system-regulation-07.01-public-records.pdf>

#### **5.3 Invoicing**

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

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

#### **5.4 Payments**

The agency, after receipt of completed order will make payment to the respondent 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 agency 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 agency.

#### **5.5 Discrimination**

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

- a.) The respondent 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 contactor 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 respondent will furnish such relevant information and reports as request by the agency for the purpose of determining compliance with these regulations; and
- d.) Failure of the respondent 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 agency has the right to pursue other remedies permitted by law or in equity.

#### 5.8 E-Verify

Respondents certifies that for contract for services, respondents 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 respondents to perform duties within Texas; and
- All persons, including subcontractors, assigned by respondents to perform work pursuant the contract within the United States.

#### 5.9 Bonds (for Construction Solicitations)

- ~~Bid Deposit (Bid Bond) – A deposit required with submitted responses from respondents to protect the State in the event a low respondent attempts to withdraw its response or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your response 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 response 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 responses of \$100,000 or above.~~

#### 5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan (“HSP”) is required as part of respondent’s response if a solicitation is \$100,000 or above.

Midwestern State University has determined that there are not subcontracting opportunities. ~~Since the agency has determined that there are subcontracting opportunities, the respondent must include a HSP even if the respondent intends to self-perform. The required supporting documentation must be submitted with the HSP. Respondents that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.~~

The agency is relying upon respondent’s expertise to fully identify subcontracting opportunities that best align with the agency and this RFP. Respondents 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.), the agency may contact the respondent for clarification to the plan if it contains sufficient evidence that the respondent 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 agency 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 agency).

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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **5.12 Best and Final Offer**

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

This contract shall remain in effect until completion and acceptance by the agency. 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 agency in the event of breach or default if this contract. The agency reserves the right to terminate the contract immediately in the event the successful respondent 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 agency shall comply with Texas Government Code § 2261.256, Texas Tech University Regents' Rules, Texas Tech University System Regulations & Midwestern State University Operating Policy & Procedures OP 30.02, 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 responses.

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

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

### 6.1 Response Requirements

The response must contain ALL of the following **marked** components in the following order:

- Background of the Respondent
- Completed/signed Response Sheet/Price Sheet (Section 6.3)
- Contractor Data Information Sheet
- 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
- Documentation supporting proposer's qualifications** including HUB certification (if applicable);
- HUB Subcontracting plan (required for solicitation valued at \$100,000.00 or more) (if applicable);
- Completed/signed W-9 with your Response (if new to Midwestern State University)
- Voluntary Product Accessibility Template (VPAT) (if necessary)
- Conflict of Interest Affirmation **(REQUIRED)**
- Bid Deposit (Bid Bond) (per Section 5.9)
- Performance Bond (per Section 5.9)
- Payment Bond (per Section 5.9)

**Construction** responses must also note the following components:

- Specifications and drawings at the below link under current solicitation opportunities:  
<http://msutexas.edu/purchasing/>
- Supply schedule and lead time for project with response
- MSU Construction Standards
- 2010 Uniform General Conditions apply to **construction solicitations** and can be found at the below listed link: <http://msutexas.edu/purchasing/contract-management>
- Wage Rates (per [Texas Government Code §2258](#)): See 2010 Uniform General Conditions Section 2.2. The Wage Rates Determination is included as Appendix **Y**.

Additional Instructions:

- a.) The response 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

## 6.2 Specifications & Scope of Work

### IDIQ Fire Sprinkler & Standpipe Inspections/Tests, Periodic Maintenance & Repair Services SCOPE OF WORK / SPECIFICATIONS RFP 735-22-4367

#### Project Overview

Midwestern State University (MSU) intends to award a three (3) year service contract with the possibility of one (1) additional, one (1) year renewal options for fire sprinkler and standpipe system required inspections and testing, periodic maintenance, and repairs for systems in campus facilities. Inspections and testing will be required by August of each year. Maintenance and repair contract will be ongoing and as needed beginning September 1, 2022.

#### I. SCOPE OF WORK

- A. Once per year, awarded vendor will complete visual inspections and functional testing of MSU's sprinkler systems and standpipe systems in accordance with NFPA 25 and State of Texas requirements. The awarded vendor will complete the 3-year and 5-year inspection / testing cycles once during the (initial contract term). Vendor will provide a signed/certified report of inspections and testing to MSU.
- B. Awarded vendor will complete routine maintenance in accordance with NFPA 25 and State of Texas requirements. Vendor will provide job estimates along with any evaluation data to the University prior to any repairs. The University reserves the right to determine whether to proceed with repair if in the best interest of the University.
- C. As part of every completed inspection and/or testing, the vendor will survey the building and fire sprinkler systems (and all related equipment) for any manufacturers' recalls, recommended repairs, upgrades, or modifications. All findings will be included as a separate part of the report.
- D. During the period of the contract or any extension thereof, MSU reserves the right to add or delete specific services and/or locations at the prevailing contract prices. MSU will give a seven (7) day notice to the vendor of requested changes.
- E. Coordination of tests, inspections, and repairs will take place with Facilities Services or designee, being mindful that these systems are monitored/alarmed locally and at University Police Dispatch.
- F. The awarded contractor shall maintain the systems as hereinafter specified and shall provide all labor and materials necessary to keep the systems properly maintained for correct, efficient operation at all times. The contractor shall use trained personnel directly employed and supervised by the contractor to regularly and systematically examine, adjust, repair, and test the systems.
- G. System Specifications:
  1. **Twenty-Eight (28) Wet Systems, Twenty-Four (24) Facilities (annually)**
    - a. Inspect and test twenty-eight (28) wet systems and risers per NFPA 25 requirements.
    - b. Perform 2-inch drain test and record static and residual pressure(s)
    - c. Determine if fire sprinkler system is functional and in satisfactory condition
    - d. Check condition of drain valves, gauges and related components
    - e. Inspect and test all sprinkler control valves for proper position and condition
    - f. Tag alarm valves as required by code and law
    - g. Inspect sprinkler control valve identification signs and security arrangements
    - h. Check all control valves

- i. Function check system control valves and sectional valves and lubricate as necessary
  - j. Check condition of all alarm valves and related trim
  - k. Test water motor alarm gong on all systems by:
    - Operating inspectors test connection
    - Visual inspection
    - Water flow for evidence of any obstruction
  - l. Inspect and test sprinkler alarm system components
  - m. Check condition of sprinkler heads for any obstructions or coatings
  - n. Check reserve sprinkler heads for proper supply and arrangement
  - o. Check for adequate clearance around sprinkler heads for proper water distribution
  - p. Check general condition of sprinkler system piping, hangers, and related equipment
  - q. Inspect the following fire department connections:
    - Couplings
    - Caps
    - Threads
    - Clapper
    - Check valves
    - Drains
    - Lubricate as necessary
  - r. Instruct designated individuals in the care and maintenance of the fire protection equipment as required by NFPA 13 and 25, State requirements and the University's insurance requirements.
- 2. Six (6) Dry Valves—Four (4) Facilities (annually):**
- a. Inspect and test six (6) dry systems per NFPA 25 requirements.
  - b. Dry-trip valve to determine if it is in service and in working condition
  - c. Check drain valves, gauges, and related components
  - d. Inspect and test all control valves for proper position, condition, and accessibility
  - e. Tag dry valve
  - e. Inspect building for changes that could affect system performance
  - f. Check sprinkler heads for any obstruction/coatings that may hinder activation
  - g. Check condition of dry valve and related trim
  - h. Check reserve sprinkler heads for proper supply and assortment
  - i. Check for adequate clearance around sprinkler heads for proper water distribution
  - j. Drain low points per NFPA 25
  - k. Inspect pressure-reducing valve per manufacturer standards and report as necessary
- 3. Four (4) Electric Fire Pumps (annually):**
- a. Perform fire pump performance test in accordance with NFPA Annual Pump test
  - b. Test all fire pump functions for satisfactory performance
  - c. Check all valves to make sure they are fully open
  - d. Test operation of pressure and casing relief valve
  - e. Inspect packing glands; adjust as necessary
  - f. Check fire pump start - stop pressures; adjust as necessary
  - g. Test pump for proper operation and conditions
  - h. Inspect bearings for proper operation and conditions
  - i. Set the mercoid switch on fire pump and jockey pump

- j. Provide a pump curve showing the operation of the pump as required by NFPA
- 4. Twenty-Three (23) Backflow Preventers (annually)**
  - a. Perform annual inspection on twenty-three (23) backflow preventers in accordance with City of Wichita Falls.
  - b. Upon completion of the inspection, documentation will be forward to the city stating that the backflow preventer has been tested and inspected in accordance with manufacturer's recommendation.
- 5. Three (3) Standpipe Only Systems (annually)**
  - a. Inspect and test three (3) standpipe only systems per NFPA requirements.
- H.** Because of the essential life safety aspects of the service contract, bidders shall meet all of the following criteria. Proof should be furnished on the "Contractor's Data Sheets." Only companies who are qualified will be permitted to submit a bid on this work.
  - 1. The importance of maintaining the systems and their components in a safe and satisfactory operating condition requires that a contractor who is regularly engaged perform the services with their own personnel for the inspection, detection and protection testing of the fire sprinkler and standpipe systems installed on the campus of Midwestern State University.
  - 2. The contractor shall have been in the service business of this type for at least three (3) years.
- I.** The contractor shall not shutdown any equipment unless first coordinating with university Facilities Services, Central Plant, or maintenance personnel as appropriate.
- J.** Contractor must maintain a sufficient quantity of common spare parts to provide prompt repairs. If a delay in repairs will occur due to lack of parts, the contractor shall promptly notify the university and may be responsible for costs of special fire watches until such time repairs are completed.
- K.** In addition, if in the opinion of the University, parts delays cause unacceptable problems, the university reserves the right to make direct part purchase from other sources.
- L.** Any specialized equipment required by the contractor to perform the services under this contract shall be provided at no additional cost to MSU. Except for high range/reach, lift equipment or scaffolding may be a direct pass on cost, with prior approval from the university-designated contact.
- M.** To maintain the integrity of the systems, only parts made by the original manufacturer or other authorized replace parts by the manufacturer will be an acceptable replacement. Parts are to be installed in accordance with manufacturers' written recommendations.
- N.** A list of institutions and names and telephone numbers of contact persons presently under contract for this type of service shall be submitted with the bid. Failure to submit these references will cause bid to be declared non-responsive.
- O.** The contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of their work. Exceptions are services outside their normal expertise such as excavation. All subcontractors must be approved prior to the start of work by the Manager, University Health/Safety or designee.
- P.** The contractor shall not subcontract any part of this contract without written, prior approval from the Manager, University Health/Safety or designee.
- Q.** Work shall be performed during normal working hours. Normal working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday inclusive, excluding holidays.
- R.** MSU staff will provide reasonable means of access to facilities and systems, but communication and coordination will be required.

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

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

- A. **Guarantee:** The awarded vendor(s) shall fully guarantee all workmanship and parts furnished and installed under this contract against defect for six (6) months after completion. Defects will be repaired or replaced at no charge to MSU.
- B. The awarded vendor(s) must supply MSU with all warranty information whether it be expressed or implied.
- C. All equipment, parts and/or supplies used must be new (OEM).
- D. The awarded vendor(s) will take adequate precautions to protect all surfaces. The awarded vendor(s) will repair any damage caused as a result of inspection or servicing of equipment including abuse, misuse, and neglect.
- E. The awarded vendor(s) is responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed should be restored to their original condition.
- F. During flow tests, water should be diverted to storm drains. If there are landscaping concerns, diverters should be used in coordination with MSU Grounds Department.
- G. The awarded vendor(s) shall defend, indemnify and hold harmless MSU, its officers, agents and employees from any and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the any acts or omissions of the Respondent or any of its principals, employees or agents under this request for qualification or under any agreement executed with MSU.
- H. The University reserves the right to make all final decisions to determine whether to proceed with repair or replacement of any equipment.
- I. All contracts between the awarded vendor(s) and MSU will be for the purpose of setting prices and services to be provided and the term that they are valid. No minimal amount of work will be guaranteed.
- J. The University reserves the right to review any invoice of the awarded proposer.
- K. If awarded vendor(s) is summoned for work he/she shall report and sign in and out with Central Plant or their designee upon arriving and departing from MSU campus.
- L. The awarded vendor(s) shall comply with all OSHA lockout/tag out procedures.
- M. The awarded vendors' site personnel shall submit service tickets detailing the location, equipment, materials used, personnel names, number of hours for each person, and description of services performed, on a daily basis. Such tickets must be signed by the Manager, University Health/Safety or his designee. Failure to do so will delay processing of invoices or may result in nonpayment.



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

### III. **VENDOR QUALIFICATIONS**

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

### IV. **TERM OF CONTRACT:**

- A. The anticipated contractual period will be for \*three (3) years the possibility of one (1) additional one (1) year renewal options. 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 1 through August 31<sup>st</sup>.***

### V. **COMPLIANCE LAWS**

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

hereunder. Vendor shall comply with the current version of NFPA 25 and others that have been adopted by the State Fire Marshal.

#### **VI. VENDOR PERSONNEL**

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

**MSU FIRE SUPPRESSION SYSTEMS**

Updated: 04/15/2022

Campus Bldg	Gross Square Footage (approximate)	# of floors	Type of System	Pump	Dry	Wet	Standpipe Only	Backflow	Riser Location
<b>Educational</b>									
Akin Auditorium	n/a	1	Wet – Partial Coverage			1			West Wall
Bolin Hall	93,494	3	Wet – Partial Coverage			1		1	W Ext - Mech Room
Bridwell Hall	43,761	3	Standpipe Only				1		
Centennial Hall	80,895	4	Wet	1		1		1	N Ext - 1FIRE1
Daniel Building	46,335	2	Wet			1		1	E Wall Closet
Dillard COBA	94,336	3	Wet			1		1	N Ext – 168
DL Ligon Coliseum	117,048	2	Wet	1		3		1	S Ext – 102S
Fain Fine Arts (FFA)	121,356	2	Wet – Partial Coverage			1			Small Stage NE
FFA – Mass Comm	<i>Included with FFA</i>	2	Wet			1		1	NE Ext – Mech Room
Fain Instrumental Hall	6,587	1	Wet			1		1	NW Ext – 1MECH2
McCoy Engineering	28,181	2	Dry / Wet		1	1		1	S Ext – 119
<b>Housing</b>									
Killingsworth Hall	68,658	6	Wet			1			1 <sup>st</sup> Floor SW Stairwell
Legacy Hall	152,944	5	Dry / Wet	1	2	1		1	Pump Room
McCullough-Trigg Hall	46,086	6	Standpipe Only				2		
Pierce Hall	49,913	3	Wet			1			1 <sup>st</sup> Floor E Stairwell
Sundance Court	149,601	3	Dry / Wet		2	2		2	1MECH2 / 1MECH10
Sunwatcher Apartments	4 bldgs: 7,740 4 bldgs: 11,736	8 bldgs each w/ 3 floors	Wet			8		8	Exterior Riser Rooms
Dorm Mech Building	n/a	n/a	Fire Pump only	1				1	
<b>Student Center</b>									
Clark Student Center	70,890	1	Dry / Wet		1	2		3	Bookstore SE Corner Maverick Dining NW 138B Shawnee Thetr
<b>Wellness</b>									
Redwine Wellness Center	46,855	2	Wet			1		1	SE Ext - 133
<b>TOTALS</b>				<b>4</b>	<b>6</b>	<b>28</b>	<b>3</b>	<b>24</b>	

**CONTRACTOR DATA INFORMATION 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 responsible for managing this contract:

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

Telephone Number: \_\_\_\_\_

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

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

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

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

City: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**6.3 Response Sheet/Pricing Schedule**

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

Description	Costs
Price per wet system:	
Price per dry system:	
Price per standpipe system:	
Price per backflow:	
Price per fire pump:	
Total price for (1) annual inspection of the listed systems, fire pumps and backflows:	
<b>Bidder will provide the following information in the spaces provided below: Percentage (%) Mark-Up for Parts furnished by your firm, above actual cost.</b>	
Parts Mark-Up:	
<b>Hourly Rate/8:00am – 5:00pm Monday through Friday</b>	
Sprinkler Tech:	
Helper:	
<b>After Hours 5:01pm – 7:59am Monday through Friday, Saturday, Sunday &amp; Holidays</b>	
Sprinkler Tech:	
Helper:	
Maximum Response Time for Emergency System Failures:	
Minimum time to respond from initial contact to being on-site w/appropriate personnel & equipment (in minutes):	
<b>Contractor shall not charge a separate "Trip Charge" or "Truck Charge" on any service/repair performed under this Annual Contract. Vendors' time shall not start until vendor has arrived onsite to start the service/repair.</b>	
<b>Additional Notes:</b>	


**Please review and initial the following if they apply to the respondent:**

**The respondent does not boycott energy companies and will not boycott energy companies during the term of the contract. (This only applies to companies with at least 10 employees and a contract value @ \$100,000 or greater). Per TX SB 13, Government entities may not enter into a contract with a company unless written verification is received.**

\_\_\_\_\_ The respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity for firearm trade association and will not discriminate during the term of the contract (**This only applies to companies with at least ten (10) full-time employees and a contract value @ \$100,000 or greater**). Per TX SB 19, Government entities may not enter into a contract with a company unless written verification is received.

\_\_\_\_\_ The respondent does not require customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or receive service from the business. (Per TX SB 968, a business that fails to comply with this requirement is not eligible to enter into a contract payable with state funds).

Respondent Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
<b>*Signature of Authorized Representative:</b>	



*\*Responses must be signed by the responding company's official authorized to commit such responses. Failure to sign the Response Sheet/Pricing Schedule will be basis for response disqualification.*

**Section 7**  
**AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE**

Signing this Proposal with a false statement shall void the submitted Proposal or any resulting Contracts, and the Proposer may be reported to the Texas Comptroller for Public Accounts for disbarment. By signature hereon affixed, the Proposer hereby certifies (7.1 through 7.16):

- 7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 7.3 “Pursuant to §231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.”
- 7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to officer or employee of MSU in connection with the submitted Proposal.
- 7.5 The Proposer has not received compensation for participation in the preparation of the Specifications for this RFP.
- 7.6 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in §15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly its Proposal to any competitor or any other person engaged in such line of business.
- 7.7 The Proposer and any principals of the Proposer are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 It’s understanding that under §2155.006(b) of the Texas Government Code, MSU may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five (5) year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- 7.9 Proposer agrees to comply with Texas Government Code §2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and

delivery time comparable to products and materials produced outside of Texas.

7.10 To the extent this RFP relates to a project as defined Texas Government Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Texas Government Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in Texas Government Code §2252.201(4).

7.11 Proposer is in compliance with §669.003 of the Texas Government Code, relating to contracting with executive head of a State agency. If §669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

7.12 **The Proposal** includes the name and Social Security Number of each person maintaining an ownership interest of twenty-five percent (25%) or more of the business entity submitting the Proposal. Contractors that have pre-registered this information on the Texas Comptroller’s Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME

SSN

NAME	SSN
_____	_____
_____	_____
_____	_____
_____	_____

7.13 **Any resulting Contract is not prohibited under Texas Government Code §2261.252(b) and Proposer agrees that if Proposer’s certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.**

7.14 Conflicts of Interest

7.14.1 No relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an officer or employee of MSU, on the other hand, and



- 7.14.2 The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of MSU within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of MSU is employed by the Proposer, that information shall be submitted in 7.13.
- 7.14.3 No officer or employee of Proposer is in any dual employment positions with MSU that would result in a conflict of interest or conflict of commitment in relation to the position at MSU. If such circumstance arises, the officer or employee must remove himself or herself from the Procurement process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the MSU Director of Purchasing & Contract Management. It is agreed that a MSU department may not hire a Proposer to provide Goods or Services if a current MSU officer or employee of such department is also employed by such Proposer; a current officer or employee of such department has a direct or indirect ownership interest in such Proposer; or the hiring of such Proposer would result in the furtherance of any private interest or gain for a current officer or employee of such MSU department. If it is decided by MSU that a dual employee may provide Goods or Services to MSU, if classified as a sole proprietorship or an individual, payment to said employee will be made through the Payroll Services department as additional compensation.
- 7.14.4 Proposer will make all disclosures required under [Texas Government Code §2252.908](#) upon award of a Contract that has a value of at least \$1 million.

**7.15 Conflict of Interest Affirmation:**

**By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.**

- The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.

Former Employee Name

MSU Department

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- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel

Related Party

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- The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.
- Neither the Proposer nor the Proposer’s principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with MSU. MSU may also verify that an entity or principals are not debarred, suspended, or otherwise excluded to confirm that no Contracts are awarded, extended, or renewed.

**Proposer Information and Signature**

MSU will not enter into a Contract that requires Regents’ approval prior to execution.

All disclosures by Proposer will be subject to administrative review and approval before MSU enters into a Contract with Proposer. Any false statements or violations of this conflict of interest policy discovered after execution of a Contract may result in immediate cancellation of the Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

Proposer certifies that the individual signing this RFP document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer’s Proposal.

By signing the Proposal, the Proposer certifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder, as defined in 34 TAC §20.38.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Proprietor should also enter social security No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Name (Typed): \_\_\_\_\_

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

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**Other Preferences** as defined in 34 TAC §20.38 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

Appendix A  
RESPONDENT REFERENCES

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

**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 response prices contained in this response have been carefully checked and are submitted as correct and final and if response is accepted (within 120 days unless otherwise noted by respondent), 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 response submitted by \_\_\_\_\_ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said response has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of this response as to prices, terms or conditions of said response 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 response.

Name and Address of Respondent:

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

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

Response of: \_\_\_\_\_  
(Respondent's Company Name)

To:                   Midwestern State University

The undersigned respondent 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:	