

INVITATION TO BID	BID DUE DATE AND TIME:
UNIVERSITY OF LOUISIANA AT LAFAYETTE	Thursday, September 29, 2016 2:00PM
SOLICITATION No. 17035	RETURN BID TO: University of Louisiana at Lafayette Office of Purchasing Martin Hall, Room 123 104 University Circle Lafayette, LA 70503 BUYER: Roxanne J. Jones BUYER PHONE: (337) 482-5396 BUYER EMAIL: purchasing@louisiana.edu ISSUE DATE: Monday, September 12, 2016
TITLE: Edwards Fire Alarms Inspection & PM – Renewable Contract	

General Instructions to Bidders

1. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Return Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid documents. The Purchasing Office is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.
2. Bids must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
3. The bid must be submitted in a sealed envelope/package preferably with the Solicitation No. on the outside of the SEALED envelope/package.
4. Read the entire solicitation, including all terms, conditions and specifications.
5. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the bidder.
6. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
7. Payment is to be made within 30 days after receipt of properly executed invoice, or delivery and acceptance, whichever is later.
8. By signing this solicitation, the bidder certifies compliance with all general instructions to bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

SOLICITATION NO. 17035

BID DUE DATE AND TIME: Thursday, September 29, 2016, 2:00 PM CT

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, sealed bids must be received and time-stamped at the "Return Bid To" address no later than the due date and time specified herein. Sealed bids cannot be accepted by telegraph, fax, or e-mail. Price alterations and addenda to bids may be submitted by telegraph or fax, and will be considered provided bidder's sealed bid, price alterations and addenda have been received in the UL Lafayette Office of Purchasing prior to bid opening time. Late bids cannot be accepted per L.A.C. 34.I.517, and shall be returned unopened.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If bidder is in doubt as to the meaning of any part or requirement of this solicitation, bidder may submit a written request for interpretation to the Buyer-of-Record at the address and/or fax number shown above. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by bidder.

4. Bid Opening

Bidders may attend the public bid opening of sealed bids and proposals. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the UL Lafayette Office of Purchasing during normal working hours.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents (NOT APPLICABLE)

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit with the bid descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications. Failure to submit descriptive information may cause bid to be rejected. Any changes made by bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

10. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

Award will be made to the lowest responsible and responsive bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions require prior approval of the UL Lafayette Office of Purchasing. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant’s immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel (NOT APPLICABLE)

GENERAL SPECIFICATIONS

GENERAL REQUIREMENTS

FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, ETC. NECESSARY TO PROVIDE INSPECTION AND PREVENTATIVE MAINTENANCE FOR EDWARDS FIRE ALARM SYSTEMS, LOCATED IN VARIOUS BUILDINGS ON THE CAMPUSES OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE AND NEW IBERIA, LOUISIANA, FOR THE PERIOD OF JULY 1, 2016 THRU JUNE 30, 2017.

SCOPE OF WORK:

1) The scope of this work shall include the necessary labor and materials to accomplish the following with regard to the Fire Alarm Systems defined herein:

- A. Inspection (list provided) -Annual full scale inspections of entire system.
- B. Calibration
- C. Preventative Maintenance (as needed)
- D. Reporting (report of findings – inspections)

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for **FOUR (4)** additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and may be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a

surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

To visit the job site and/or for further information, the prospective bidder should contact Mr. Taz Wininger or Mr. Joey Pons at 337-482-2001.

It is the responsibility of the prospective bidder to visit and examine job site(s), take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

The name and the qualifications of the specific technician(s) that will be assigned to this contract is to be submitted to the University with the bid proposal. Failure to do so may be cause for rejection of bid.

A list of repair parts and replacement units to be maintained by the Contractor at all times during the contract period is to be submitted with each bid for review by the Owner. Failure to submit this list with bid may be cause for rejection of bid.

A pre-bid meeting will be held at **9:00 AM, Wednesday, September 21, 2016**, at the Facility Management Office, Parker Hall, 310 East Lewis Street, Lafayette, LA, at which time details of the specifications will be discussed.

SPECIAL TERMS & CONDITIONS

- 1. Term of Contract:** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve (12) month periods at the same prices and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval. All terms of the solicitation shall be firm for the duration of Contract.
- 2. Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

- 3. Insurance Requirements:** Please note attached insurance requirements. Successful bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.
- 4. Sealed Bid Delivery Instructions and Advisory:** To assure consideration, your bid must be submitted in a sealed envelope or package and should be clearly and prominently marked with the solicitation number and bid due date, or may be submitted in the special bid return envelope if one was furnished for that purpose. Bidders are advised that the U.S. Postal Service does not make deliveries to our physical location. USPS mail is delivered to the University's mail center and is redelivered using internal resources. Bidders may deliver bids by hand or by a courier service to our physical location at the "Return Bid To" address specified. The University shall not be responsible for any delays caused by the Bidder's chosen means of bid delivery. Bidder is solely responsible for

the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid. Your attention is also directed to Standard Terms & Conditions No. 1 - Bid Delivery and Receipt.

5. **Number of Bid Response Copies:** Each bidder must submit one (1) signed original bid to the Office of Purchasing at the address specified in this solicitation document. The original is to be marked "ORIGINAL" and CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization.
6. **Nonperformance:** Successful bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
7. **Invoicing shall be billed by print order.** Successful bidder shall administer all billing relative to this contract. Successful bidder will submit invoices detailed with item and quantity, per print order.
8. **Disclosure of minimum order quantities:** Bidder is to disclose any minimum print order requirements in the space provided on the attached Bid Form. Minimum quantities will be considered as part of review and award. University will not be responsible for minimum quantities not disclosed herein.

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must contain an ORIGINAL signature** and should be in **blue ink**.

2. BID FORM

The bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

3. INSURANCE INFORMATION

Bidder shall submit proof of insurance coverage with bid submission by providing the following information: Policy number(s), names and addresses of carriers and agents, amounts of coverage, types of coverage and effective dates.

4. CONTRACTOR QUALIFICATIONS

At least one technician servicing the account shall have a Class D technician license. The name, qualifications, and copy of licenses of the specific technician(s) that will be assigned to this contract shall be submitted to the University with the bid proposal. Failure to do so shall be cause for rejection of bid.

DETAILED/TECHNICAL SPECIFICATIONS
FIRE ALARM SYSTEM MAINTENANCE CONTRACT

INTENT:

The intent of this contract is for the maintenance, inspection and service of the Fire Alarm Systems so that they will perform in accordance with proper design, operating condition, monitoring, and notification of an imminent danger of fire, smoke, heat, etc. in several of the buildings on the UL Lafayette or New Iberia Campus.

DETAILED SPECIFICATION, FIRE ALARM INSPECTIONS & MAINTENANCE:

This contract shall consist of annual preventative maintenance inspections. The Contractor shall check all alarm devices and shall repair and adjust as required/requested. The Contractor shall repair or replace worn parts or complete devices with new or reconditioned equivalents as conditions warrant.

ANNUAL OPERATIONAL TESTING OF FIRE PANELS:

This Annual inspection shall include a system check involving a physical and operational inspection of each pull station, control center, smoke and heat detector as well as a test of each system to include:

1. All automatic smoke and duct detectors shall be cleaned and sensitivity level recorded using manufacturer's recommended sensitivity meter and/or analyzer. Results shall be documented and smoke detectors shall be serviced as per manufacturer's recommendations as follows:
 - a) Contractor shall vacuum the smoke sensing chamber and clean the exterior housing of air conditioning duct mounted and open air type smoke detectors annually. Sensitivity of same is to be checked every two (2) years.
2. Verification of all audible and visual alarm signals by testing smoke and duct detectors on each floor level of a building.
3. Confirmation of control panel and remote annunciator alarm zone or alarm device indicators from each device tested.
4. Confirmation of all audible and visual alarm signals.
5. Confirmation of all air conditioning systems shutdown, elevator recall/capture circuit, and operation of fire door automatic closure circuit, where these functions have been designed into the system.
6. Transfer and operation of system on standby batteries where installed, (including operation alarm signals on standby batteries, and recording battery charge voltage, charge current, load voltage and load current measurements with the audible activated quarterly).
7. Resetting alarms and pull stations.
8. Repairing malfunctions or trouble signals in the systems in accordance with manufacturer's specifications.
9. Replacing batteries as needed.

Manufacturer's suggested testing procedures, where more stringent than those listed above, shall be adhered to.

Contractor shall perform a complete one hundred percent (100%) operational test of all equipment wired into the system, all control panel circuits, controls, sprinkler water flow and tamper switches and functions each year during times when the University is closed or operating in a limited capacity (i.e. semester breaks, holidays, etc.) The contractor is to coordinate all annual inspections and any other maintenance (scheduled or unscheduled) with the Asst. Environmental, Health & Safety Director so that these activities may be planned with minimal disruption to campus activities.

THE CAMPUS BUILDINGS TO BE INSPECTED ANNUALLY INCLUDE:

Note:

Where "proprietary" is provided, the FPCP for that building is a proprietary system. The Contractor is advised that he will be responsible for obtaining written authorization to access Edwards System software.

The Contractor is expected to perform inspections & services, as well as maintenance (battery, duct and smoke detector, booster panel, pull station, audible/visual device change-out, etc.) with a signed and approved proposal, prior to work being performed.

Other maintenance services must be performed only by an authorized representative of the manufacturer of the proprietary system and will be considered beyond the scope of this contract.

ABDALLA* (proprietary)
BAKER* (proprietary)
BONIN* (proprietary)
BUCHANAN* (proprietary)
CORONNA * (proprietary)
DUPRE LIBRARY* (proprietary)
EARLY CHILDHOOD DEVELOPMENT CENTER* (proprietary)
HARRIS* (proprietary)
HUGER* (proprietary)
OLIVIER TOWER* (proprietary)
RANDOLPH* (proprietary)

LIST OF REPAIR PARTS:

Replacement parts whose list price exceeds Fifteen Dollars (\$15.00) will be billed in addition to the basic maintenance fee AFTER PRIOR APPROVAL from the Assistant Director of Environmental Health & Safety.

Contractor will not be responsible for maintaining spare parts for those systems deemed obsolete.

REPORTING:

Upon completion of each inspection, contractor shall provide a detailed written report within 30 days outlining the results of each building fire alarm system testing and any problems that were identified. Proposals to correct problems that were identified during the inspection shall be included with the annual report. This inspection report shall be submitted with the Contractor's request for payment or payment will not be made. In the case of any inspection and/or maintenance performed by the contractor that results in any FACP to be either yellow or red tagged, the contractor shall notify the University immediately so that appropriate responses can be directed. Any updates to fire alarm programming must be submitted to the Assistant Environmental, Health and Safety Director, as changes occur.

TAGGING OF EQUIPMENT:

Each fire alarm panel shall be tagged when inspected. Tag shall indicate the date of the most recent inspection, and remarks as to what was done to the system. On subsequent inspections the tag shall be updated to provide a repair history of the system. Each fire alarm device shall be labeled with an identification number. ALL YELLOW OR RED TAGS SHALL BE REPORTED IMMEDIATELY TO THE ASSISTANT DIRECTOR OF HEALTH, ENVIRONMENTAL & SAFETY.

EMERGENCY SERVICE:

Emergency service due to malfunctioning fire alarms is to be included in this contract. Three (3) trouble calls per month shall be included in this contract at NO ADDITIONAL COST. This emergency service shall be provided during normal working hours. Response to calls before noon shall be same day. Response to calls after noon shall be by next working day. If defective parts are found during the emergency service call, replacement parts shall be obtained and installed within twenty-four (24) hours.

For fire alarm activations (both fake alarm & actual fires) in which the FACP will not reset or otherwise render the building safe for occupancy, the contractor is expected to respond to the University's needs 24/7. It is understood that additional overtime charges for after-hours response may be imposed by the Contractor.

TOOLS, EQUIPMENT AND TRANSPORTATION-INSPECTIONS & SERVICE:

Contractor shall furnish all necessary tools, test equipment, etc. in order to accomplish this work. All necessary transportation of employees and materials to and from the work sites shall be the Contractor's responsibility. This includes man-lifts to reach equipment at high elevations within all buildings on UL Lafayette's campus.

CONTRACTOR QUALIFICATIONS - INSPECTION & SERVICE:

All technicians furnished under this contract shall have at least five (5) years of experience in Fire Alarm Systems, and must be qualified to diagnose, test and repair all systems covered under this contract. At least one technician servicing the account shall have a Class D technician license. The name, qualifications, and copy of licenses of the specific technician(s) that will be assigned to this contract shall be submitted to the University with the bid proposal. Failure to do so shall be cause for rejection of bid. The

contractor is expected to have at least one (1) qualified technician available to respond to emergency calls on campus within two (2) hours of the Contractor receiving the call. This requirement is extended to 24 hours a day, 365 days a year. Contractor (sub) shall familiarize himself and the personnel doing this contract work, with the campus and the equipment in order to fulfill the recommendations of this contract.

The Contractor (sub) is expected to utilize the same technician(s) to perform the maintenance work for the duration of the contract. University personnel normally must work with a new technician to familiarize him with the campus. Due to a shortage of manpower, this causes disruption in our operation and also causes some equipment to be neglected or forgotten. The practice of changing technicians during the term of the contract may cause cancellation of contract. The University must be notified in writing of any change in personnel. That notification must contain the name and qualifications of the technician the Contractor proposes to assign to this contract.

Contractor's main office shall be located within 100 miles of the UL Lafayette Campus. This includes all service and operations management, accounts payable and accounts receivable and the scheduling managers. It is preferred that the service technician(s) assigned to campus be located locally (20 miles of campus).

GUARANTEE:

The Contractor agrees to accept full responsibility for all of the Fire Alarm Systems for the campus buildings on this contract, as it exists on the effective date of this contract, and to leave it in first class condition on the termination date. Should the Contractor fail to render the services ordered under this contract in the manner and within the time specified, the Owner reserves the right to cancel the contract for services which the Contractor has failed to render in the manner and within the time specified.

Termination under this article shall not affect or relieve either party of any obligation or liability that may have occurred prior to such termination.

The Owner reserves the right from time to time to employ others to make such tests as they may deem advisable and when it is found the systems are not up to proper standards, the University may immediately demand of the Contractor that the systems be placed in proper condition. If the demand is not promptly complied with, the University may cancel the agreement and enter an agreement with others to perform such work and deduct the total cost thereof, from the Contractor's monthly charge for the services specified, or if contract has expired pay additional cost incurred.

The University reserves the right to act as the sole agent in determining if service rendered by the Contractor under the terms of this Contract is satisfactory, including a determination of whether parts need replacing. The Contractor's failure to comply with the University's demands in this regard within a reasonable time will constitute a circumstance under which the University may immediately and without notice terminate the agreement.

INSPECTION NOTICES:

Contractor shall submit a proposed schedule for testing of fire alarm systems to the Assistant Director Environmental Health & Safety prior to the start of each spring and fall semester. This schedule shall list the building and proposed date of testing. An alternate date for testing shall also be listed.

Contractor must notify the Assistant Director of Environmental Health & Safety a minimum of three (3) days' notice before inspections of fire and smoke alarm systems. Before activating a fire alarm system, the contractor's technician shall check-in with the Building Coordinator or House Director for the building to allow for notification of all occupants. University Police shall be telephoned from EACH BUILDING to notify them that a test of the system is being conducted in that building. University Police is also to be informed when testing has been completed for the day, or when any activation (scheduled or unintentional) of the FACP is realized. Contractor is responsible for notifying its monitoring station & placing FACP panels in "Test" mode prior to the commencement of any inspection or maintenance service. (As applicable & appropriate) HVAC section of Facilities Management should also be notified prior to any inspections being conducted, as testing causes the shut-down of HVAC.

If for any reason, a building cannot be tested on the scheduled date, it will be the Contractor's responsibility to contact the Assistant Environmental, Health and Safety Director and the Building Coordinator or House Director for that building, a minimum of three days in advance to inform them of an alternate test date.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain for the duration of the contract insurance by a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-VI or higher against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Failure to comply with all terms of this section for the duration of the Contract places the Contractor in breach of this Contract. Request for any variations to this section may be reviewed by the University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. (R.S. 23:1020).

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If liquor is served and/or if there is valet parking performed in the execution of this contract, then the contractor is required to provide liquor liability and/or garagekeepers liability respectively in the minimum amount of \$1,000,000 per occurrence.

3. Professional Liability, Errors and Omissions, Malpractice (if applicable)

NOTE – this insurance is applicable for contracts that involve the following services:

- Medical Professionals (Doctors, Nurse Practitioners, etc.)
- Architects and Engineers
- Attorneys
- Accountants and Professional Financial Advisors
- Real Estate Brokers and Appraisers
- Insurance Agents
- Consultants

Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable.

4. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this contract)

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. Other Insurance Provisions

The Contractor shall either require each Subcontractor or Vendor to procure and maintain all applicable insurance of the type and limits specified in this section or assure in writing that all activities of the Subcontractor are covered by the Contractor's own insurance policies.

Any deductibles or self-insured retentions must be declared to and accepted by the University. The Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by the University shall be excess and non-contributory of the Contractor's insurance. The coverage shall contain no special limitations on the scope of protection afforded to the University. The Contractor's insurance shall be primary as respects the University, The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers.

The University and The University of Louisiana Board of Supervisors, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Certificate(s) of Insurance shall be addressed to:

University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

Reduced Limits, Special Circumstances

The scope of work for any bid may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities such as, but not limited to any of the following:

- Services in which the owner/operator is the only Contractor employee
- Services that do not involve the use of a motor vehicle
- Services in which there is no use of hazardous or radioactive materials
- Services in which there is no use of power machinery or tools
- Services in which there is no use of high voltage equipment
- Services in which no work is actually performed on the University campus

For these bids/contracts, the Director of Purchasing, at his/her discretion may choose to reduce the insurance requirements as follows:

1. Workers Compensation

The University may not require officers of a corporation, partners in a partnership, members of a limited liability company, and sole proprietors to elect Workers compensation coverage on themselves if they are the only person employed by the contractor performing the work specified in the Contract.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance may be waived from the insurance requirements of the contractor only if the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

- Goods and/or services will be delivered to the University by a third party
- Goods and/or services will be delivered to the University electronically

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the unit cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

BID SHEET

I/WE PROPOSE TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, PERMITS, SUPERVISION, ETC. NECESSARY TO PROVIDE INSPECTION AND PREVENTATIVE MAINTENANCE FOR FIRE ALARM SYSTEMS, LOCATED IN VARIOUS BUILDINGS ON THE CAMPUSES OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE AND NEW IBERIA, LOUISIANA, UPON BID AWARD **THROUGH JUNE 30, 2017**, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS OF BID PROPOSAL FOR THE FOLLOWING SUMS...

Based upon mutual agreement between the University and the successful bidder, this contract may be extended for FOUR (4) additional twelve month periods at the same price and terms. Both parties must agree to any extension, and a decision will be made at each twelve (12) month interval.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year of which funds are not appropriated.

All bidders should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

ANNUAL INSPECTION COST:

BUILDING	SYSTEM	COST
1. ABDALLA* (proprietary)	Edwards EST 2	_____
2. BAKER* (proprietary)	Edwards EST 3	_____
3. BONIN* (proprietary)	Edwards EST 3	_____
4. BUCHANAN*(proprietary)	Edwards IO 500	_____
5. CORONNA * (proprietary)	Edwards EST 3	_____
6. DUPRE LIBRARY* (proprietary)	Edwards EST 3	_____
7. EARLY CHILD DEVEL (proprietary)	Edwards IO 64	_____
8. HARRIS* (proprietary)	Edwards IO 500	_____
9. HUGER* (proprietary)	Edwards EST 3	_____
10. OLIVIER TOWER* (proprietary)	Edwards IO 500	_____
11. RANDOLPH* (proprietary)	Edwards IO 500	_____
TOTAL MONTHLY CHARGE		\$ _____

For all maintenance and repairs, the cost for labor cost will be \$_____/hour (\$_____/hour for after-hour emergency calls).

This will not be increased due to the number of technicians required to make a repair.

No travel cost will be paid on any emergency service calls, maintenance calls, or inspections.

TERMS _____