

IMPORTANT NOTICE TO PARTICIPATING VENDORS

ITB 16-045: FIRE SPRINKLER AND FIRE ALARM SYSTEM - LOVELL

For your solicitation response to be considered you must return a **complete and signed** hardcopy original solicitation along with any other documentation requested in the solicitation

Standard Terms/Conditions, Special Terms/Conditions and all Amendments/Addendums, must be completely filled out, signed, and returned with the solicitation by the published due date.

Your solicitation response must be received in the MHMR Purchasing Department prior to the published due date and time shown on page 1 of the solicitation. Solicitation responses received after that date and time will be return, unopened to the sender.

Thank you for your participation in this process.

**Jamie Brockway, M.B.A., CPPO, A.P.P.
Purchasing Manager
MHMR of Tarrant County**



**MHMR OF TARRANT COUNTY
PURCHASING DEPARTMENT**

ITB 16-045

**INVITATION TO BID
FOR
FIRE SPRINKLER AND FIRE ALARM
SYSTEM - LOVELL**

**BIDS DUE JUNE 9, 2016
AT 2:00 PM**

PRE-BID CONFERENCE

All vendors must attend the scheduled Pre-Bid Conference in order to get a clear understanding of the requirements of this ITB:

DATE: THURSDAY, MAY 26, 2016
TIME: 10:00 A. M.
LOCATION: MHMR OF TARRANT COUNTY – HCS RESIDENCE
5325 LOVELL STREET
FORT WORTH, TX 76107

RSVP: Vendors planning to attend the pre-proposal conference should RSVP, in writing, no later than **3:00 P.M., Wednesday May 25, 2016**

Send RSVP to Purchasing Department at (817) 810-3100 or MHMR.Purchasing@mhmrtc.org

<p>RSVP:</p> <p>Company Name: _____</p> <p>Contact Name _____</p> <p>Planning to attend Pre-Bid Meeting: ____ YES ____ NO</p> <p>If yes, number of representatives from your company: _____</p> <p>Tel. No.: _____ Fax No.: _____</p> <p>E-Mail Address: _____</p>

Questions from vendors will be addressed at the pre-bid conference. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

**INVITATION TO BID
INSTRUCTIONS/TERMS AND CONDITIONS**

ITB 16-045 FIRE SPRINKLER AND FIRE ALARM SYSTEM - LOVELL

MHMR of Tarrant County (MHMR) is soliciting bids for furnishing the merchandise, supplies, services and/or equipment set forth in this Invitation to Bid.

**THE ORIGINAL AND ONE (1) COPY
OF
COMPLETED BID
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT
AT 3840 HULEN STREET, SUITE 200
FORT WORTH, TEXAS 76107
ON OR BEFORE 2:00 P.M. ON JUNE 9, 2016**

All bids, including a “NO BID”, are due in the Purchasing Department by the due date, in sealed envelopes or boxes. All bids must be clearly marked with the ITB Number, date and time of opening on the outside of the envelope/box. Original bid must be clearly marked “ORIGINAL” and contain all original signatures. **FACSIMILE TRANSMITTALS OR OFFERS COMMUNICATED BY TELEPHONE OR EMAIL WILL NOT BE ACCEPTED OR CONSIDERED.**

Any bid received after the date and hour set for bid opening will be returned unopened.

If bids are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bid.

ALL BIDS MUST BE SIGNED WHEN SUBMITTED. ALL BIDS MUST BE RECEIVED BY THE PURCHASING DEPARTMENT BEFORE DATE AND TIME STATED ABOVE. BIDS RECEIVED AFTER THIS TIME AND DATE WILL BE REJECTED AND RETURNED TO BIDDER UNOPENED.

Bidder selects means of responding to Invitation for Bid and, as such, bears sole responsibility for receipt by the Purchasing Department of bid by above deadline.

MHMR reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of MHMR.

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested bids for additional information or interpretation of the information included in the specifications should be directed in writing to: Heather Carmichael, Purchasing Assistant, at MHMR.Purchasing@mhmrtc.org or by fax to (817) 810-3100. A written response will be distributed to all registered proposers. It is the bidders' sole responsibility to review the [MHMR Tarrant](http://MHMR.Tarrant) website and retrieve all related documents prior to the ITB due date.

THE DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS SHALL BE 2:00 P.M., FORT WORTH TIME, TUESDAY, MAY 31, 2016.

STANDARD TERMS AND CONDITIONS

Any special terms and conditions included in the Bid shall supersede these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the Bid are accepted by MHMR.

By submitting a bid, each bidder agrees to waive and does hereby waive any claim the bidder has or may have against MHRM of Tarrant County, and its respective officers, employees and representatives for the award of damages or attorney fees, arising out of or in connection with the administration, evaluation, or recommendation of any bid, waiver, deletion or amendment of any requirements under the Bid Documents acceptance or rejection of any bids, and award of the Bid. By submitting a bid, the bidder specifically waives any right to recover or be paid attorney's fees from MHMR of Tarrant County, or any of its officers, employees and representatives under any of the provisions of the Texas Uniform Declaratory Judgments Act (Texas Civil Practice and Remedies Code, Section 37.001, et. seq., as amended).

The bidder acknowledges and agrees that this is the intentional relinquishment of a presently existing known right and that there is no disparity of bargaining power between the bidder and MHMR of Tarrant County.

By execution and submission of this bid, the bidder hereby represents and warrants to MHMR of Tarrant County that the bidder has read and understands the Bid Documents and this bid is made in accordance with the Bid Documents. Bidder acknowledges that it understands all terms within the bid documents, which include the waiver provisions, and that it had the right to consult with counsel regarding all of the above documents.

MHMR of Tarrant County reserves the right to waive, delete or amend any of the requirements connected with this bid.

Bid Responses:

1. Bids must be submitted to MHMR on this form, with attachments when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances. **Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.**
2. Bids are to be signed by a person duly authorized to execute contracts for bidder, and by doing so confirms that the bid has not be prepared in collusion with any other bidder and that the contents of the bid has not be communicated to any other bidder prior to the official opening of the bid. Bidder agrees to indemnify, defend and hold harmless MHMR from any causes of action which may occur or be brought against it involving a violation of this paragraph.
3. A bidder's bid may be withdrawn by a representative of the bidder at any time prior to the bid opening upon presentation of acceptable identification as a representative of such bidder.
4. Bid offers cannot be altered or amended after the bid opening. Any alterations made before the bid opening must be initialed by the bidder.
5. MHMR is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

6. If you do not wish to submit a proposal at this time, but wish to remain on the bid list for this commodity, please submit a "No Offer" by the same time and at the same location as stated above. If a response is not received in the form of a "Proposal" or "No Offer" for three consecutive bids, you shall be removed from the bid list. If you wish to be removed from the bid list, or changed to the bid list for another commodity, please let us know. Information on which commodities and services we maintain bid lists for is available from the MHMR PURCHASING OFFICE.
7. MHMR is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response any requirements of the bid, which may have influenced your decision to "No Offer."
8. Bidders may be disqualified and their proposals not considered, among other reasons, for any of the following specific reasons:
 - a) Reason for believing collusion exists among the bidders;
 - b) The bidder being in arrears on any existing contract or having defaulted on a previous contract;
 - c) Lack of competency as revealed by financial statement, experience and equipment, questionnaires, etc.
 - d) Insufficient resources, which in the judgment of MHMR will prevent or hinder the prompt providing of additional services if awarded.
9. The vendor must submit a protest in writing to the Purchasing Manager within thirty (30) days after the Purchasing Department awards the bid:
 - a) The Purchasing Manager will notify the vendor in writing of MHMR's position after investigation of the protest.

Delivery:

1. Prices bid must include all charges for freight, **inside** delivery, installation, etc. Successful bidder shall uncrate and fully assemble each unit and remove all cartons, packing materials, etc. from MHMR property. During the period the equipment is in transit, or in the possession of the vendor, up to the time **inside** delivery is completed, the vendor agrees to insure the product(s) for all risk of loss or damage to the product(s), at no additional cost to MHMR.
2. Required delivery on Firm Contracts will be shown in the Bid. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. After an award has been issued MHMR has the right to extend delivery if reasons appear valid. If the date is not acceptable, MHMR may buy elsewhere and any additional cost will be borne by the bidder.
3. No substitutions or cancellations are permitted without written approval of MHMR. MHMR is responsible for storage if the bidder delivers within the time required and delivery cannot be accepted
4. All commodities furnished will be subject to inspection and acceptance after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize MHMR to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting bidder. The bidder must give written notice to MHMR of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
5. MHMR assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.

6. Delivery shall be made during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, unless prior approval for other delivery has been obtained. Packaging memoranda shall be enclosed with each shipment.
7. Acceptance by MHMR of any delivery shall not relieve the successful bidder of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification and shall not waive MHMR's right to request replacement of defective material.

Packaging/Installation:

All items bid shall be newly-manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the Bid. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installation is completed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

Warranties:

Bidder expressly warrants that all of the Articles or Services furnished under the Bid will conform to applicable specifications, drawings, part numbers, samples or other descriptions given; that they will be fit and sufficient for the use specified therein; that they are merchantable, of good quality and free from defects, whether patent or latent, in materials and workmanship and that Articles or Services of bidder's design or production will be free from defects in design or production. The Bidder warrants that it has good title to the Articles supplied and that they are free and clear from all liens and encumbrances. All warranties, either express or implied, shall run to MHMR, its successors, assigns and to all persons, including subsidiaries of MHMR, to whom the Articles or Services may be resold. All warranties shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. All representations, warranties and conditions shall survive delivery and acceptance of the Articles or Services herein purchased, for a period of one (1) year from date of delivery, unless otherwise specified herein.

Bidder's Performance Warranty:

The bidder warrants to MHMR's satisfaction the equipment and performance and the service and maintenance that are contractually to be performed. If MHMR is not satisfied with either of the above items, MHMR shall notify the bidder in writing of such dissatisfaction. If, at the end of sixty (60) days from the date of the letter of notification of dissatisfaction, the bidder has not corrected such situation, then MHMR may cancel the contract without liability or penalty. This warranty of performance is to be effective for the life of any resulting contract between MHMR and the successful bidder and any extension or expansion of such contract or contracts. Notice of cancellation could normally give sixty (60) days for an orderly removal of unsatisfactorily performing equipment or for failure to provide satisfactory service. A detailed agreement regarding bidder's warranty of performance may be negotiated with the successful bidder.

In addition to the remedies outlined herein, the bidder and MHMR have the right to pursue any other remedy permitted by law or in equity.

Performance and Payment Bonds

In the event the total contract amount exceeds \$100,000, the Contractor shall be required to execute a performance bond in the amount of one hundred (100) percent of the total contract price; if the total contract amount exceeds \$50,000 the contractor shall be required to execute a payment bond in the amount of one hundred (100) percent of the total contract price, each in standard forms for this purpose, guaranteeing faithful performance of work and guaranteeing payment to all persons supply labor and materials or furnishing any equipment in the execution of the contract. It is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by MHMR. No exceptions to this provision allowed.

Unless otherwise approved in writing by MHMR, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

Notice of Delays:

Whenever the successful bidder encounters any difficulty which is delaying or threatens to delay timely performance (including actual and potential labor disputes), the contractor shall immediately give notice thereof in writing to the designated Purchasing individual, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by MHMR of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for any extension of the delivery or performance schedule because of such delay.

Samples:

Samples or demonstrations, when requested, must be furnished free of expenses to MHMR. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten (10) days following the opening of bids. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.

Pricing:

Bid the unit price. In case of errors in extension, unit prices shall govern. Where a single item is being bid and a discrepancy occurs between unit price and extended total, the lesser amount shall prevail. Prices are firm and not subject to escalation unless otherwise specified in the Bid. Unless otherwise specified, the bid must be firm for acceptance for sixty (60) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the Invitation for Bid or Request for Proposal.

Assignment:

The successful bidder may not assign its rights or duties under an award without the written consent of MHMR Purchasing office. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

Errors or Omissions:

The bidders will not be allowed to take advantage of any errors or omissions in the specification. Where errors or omissions appear in the specifications, the bidder shall promptly notify MHMR in writing of such

error or omission it discovers. Any significant errors, omissions or inconsistencies in the specifications are to be reported **no later than five (5) days** before time for the bid proposal response is to be submitted.

Invoicing:

The bidder shall be paid upon the completion of all of the following: 1) submission of an original properly itemized invoice showing the bid and/or purchase order number, 2) delivery and acceptance of the commodities and 3) proper and legal processing of the invoice. Bids with payment terms of less than thirty (30) days will not be accepted. Discounts will be considered and taken if earned. Invoices must be submitted to MHMR, P.O. Box 2603, Fort Worth, Texas 76113.

Items Supplied:

1. Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the bidder hereunder or in contemplation hereof or developed by the bidder for use hereunder shall remain property of MHMR, be kept confidential, be used only as expressly authorized and returned at the bidder's expense to the FOB point properly identifying what is being returned.
2. Any catalog brand name or manufacturer's reference used in the Bid is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The bidder guarantees that the product offered will meet or exceed specifications identified in the Bid. If the bidder takes no exception to specifications or referenced data in this bid, he will be required to furnish the product according to brand name, numbers, etc., as specified in the Bid. MHMR reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of MHMR.

Packing Slips:

A packing list shall accompany each shipment and shall show:

- Name and address of vendor,
- Name and address of receiving department,
- MHMR's Purchase Order number,
- Description of material shipped, including item numbers, quantity, number of containers and package number, if any.

Insurance:

The bidder shall upon MHMR's request, furnish MHMR with evidence of public liability and property damage insurance, automobile liability and property damage insurance, and worker's compensation insurance coverage with adequate limits of liability or limits of liability required by MHMR or in accordance with statutory requirements. Upon MHMR's request, bidder shall furnish MHMR with insurance certificates which: (a) identifies MHMR as an additional insured; (b) includes the insured's commitment to give MHMR not less than thirty (30) days prior written notice in the event of cancellation or material change in coverage; (c) is primary without right of contribution from any insurance carried by MHMR.

INSURANCE REQUIREMENTS

Proof of insurance MUST be submitted with the bid response, failure to do so will disqualify the bid. Upon award of the contract, the successful contractor's insurance agent will provide a Certificate of Insurance naming MHMR as an also insured, and will expressly provide for thirty (30) days prior written notice of cancellation to all insured parties.

The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by MHMR.

1. Workers' Compensation/Employer's Liability
 - a. Workers' Compensation - statutory
 - b. Employer's liability - \$500,000
2. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury- \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
3. Automobile liability:
 - a. Bodily injury - \$500,000 minimum combined single limit
4. Contractual liability — same limits as above.

The MHMR reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the Agency based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

Overcharges:

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1 et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Section 15 et seq. (1967).

Bid Award:

1. MHMR reserves the right to determine which units offered will best meet its requirements. Said determination will be made in MHMR's best interest and shall, therefore, be considered final.
2. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
3. As part of the consideration for entering into any contract pursuant to this Bid, the bidder named on the bid, acting herein by the authorized individual or its duly authorized agency, hereby assigns, sells and transfers to MHMR all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by MHMR pursuant to this contract.

Addenda:

1. Any interpretations, or changes to this Invitation for Bid or Request for Proposal and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in MHMR's Purchasing Office. Addenda will be mailed to all that are known to have received a copy of this Invitation for Bid or Request for Proposal. Bidder shall acknowledge receipt of all addenda with their bid.
2. The Bid, including all addenda, will become a part of any resulting contract and shall control in the event of any conflict with any other provision of the contract.

Indemnity:

Successful bidder shall defend, indemnify and save harmless MHMR and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agency, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless MHMR from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs, which may be obtained against MHMR growing out of such injury or damages.

Wages:

Successful bidder shall pay or cause to be paid, without cost or expense to MHMR, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

Minimum Standards for Responsible Prospective Bidders:

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- have a satisfactory record of integrity and ethics;
- be otherwise qualified and eligible to receive an award.

MHMR may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

Termination of Contract:

1. If this award results in a contract it shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. MHMR reserves the rights to award canceled contracts to next lowest and best bidder as it deems to be in the best interest of MHMR.

2. Further, MHMR may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the bidder by MHMR.

Termination for Default:

MHMR 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 MHMR in the event of breach or default of this contract. MHMR reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet schedules
- Defaults in the payment of any fees; or
- Otherwise fails to perform in accordance with these specifications

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, MHMR shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of MHMR within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all of the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that MHMR shall not be liable to prosecution for damages in the event that MHMR declares the bidder in default.

Change Orders:

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by MHMR's Purchasing Office.

IF DURING THE life of any resulting contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to MHMR.

A PRICE redetermination may be considered by MHMR only at the anniversary date of the contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Wages/Labor rates, etc.). The bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. MHMR reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of MHMR.

Venue:

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tarrant County, Texas.

Conflict of Interest:

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code [Title 5, Subtitled C., Chapter 176](#). Bidder represents and warrants he/she is not a current or former employee of MHMR and that is not related in the first degree of consanguinity or affinity to a MHMR Board/Staff member. Such relationship or any personal, financial or business interest related to MHMR, of the bidder or any of its employees or subcontractors shall be disclosed in writing at the time the Bidder submits the bid response. The Successful Bidder who becomes aware of the existence or possible existence of a conflict at any time after the bid award shall promptly (within 5 days) disclose the relevant

circumstances to the Purchasing Department. MHMR policies and procedures will be followed to determine proper course of action.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Remedies:

The successful bidder and MHMR of Tarrant County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Fair Labor Standards:

Successful Bidder shall affirm compliance with all applicable federal, state, county and city regulations, Equal Employment Opportunity Standards per Title 7 Civil Rights Act and Fair Labor Standard. Such affirmation shall be done by completion of the compliance statement of the quotation sheet.

Minority and Women Owned Businesses:

When offers for contracts are equal in all respects, preference is given to Minority and Women owned businesses. Minority and Women owned businesses are defined as businesses owned in majority or in full by one or more persons who are socially disadvantaged because of their identification as members of certain groups including African Americans, Hispanic Americans, Women, Asian Pacific Americans and American Indians.

Indicate on the attached form if you are a minority or women owned business.

SPECIAL TERMS & CONDITIONS PROJECT SPECIFICATIONS

I. Project Specifications

MHMR Tarrant is soliciting bids to provide turnkey service for the removal and installation of fire sprinkler system, including all related work, to bring the system into full service at a HSC residence, located at 5325 Lovell, Fort Worth, TX 76107. The Contractor shall be required to provide all parts, materials, manpower, equipment, permit fees, and supervision necessary to perform all services. It is specifically understood and agreed that the narrative on these pages are meant to be guidelines; therefore, the contractor is solely responsible for interpretation and shall comply with all applicable codes and regulations.

Contract Period

The contract period shall commence with the award date and issuance of Purchase Order until completion and acceptance of the project by authorized MHMR personnel. Project is not complete until authorized MHMR personnel and City inspectors have inspected and accepted the final project.

II. Background

This home will be a group home for clients with intellectual disabilities; therefore, the installation must comply with the State of Texas Department of Aging and Disabilities Services (DADS) for Home and Community Services (HCS) Facilities serving persons with Intellectual Disabilities (Mental Retardation).

The turnkey project will include, at a minimum, the removal of the existing fire sprinkler system, the installation of a new fire sprinkler system, with option to replace fire alarm system with new fire alarm system with panel, as required.

Location Description: Facility is single level residence, built in 1984, 3111 square feet, currently vacant with no furnishings.

III. Requirements

Requirements include, but are not limited to:

1. Contractor shall provide all manpower, equipment, transportation and supervision necessary to complete the project.
2. Contractor shall provide all materials and supplies necessary to complete the project.
3. Contractor shall be responsible for any and all required permits in accordance to Federal, State, and local codes and ordinances, as applicable.
 - a. Contractor shall be responsible for preparing all plans and drawing.

- b. Contractor shall be responsible to submit plans in an expeditious manner to the City for permit approval.
4. Contractor must confirm all information, including measurements, so that installation complies with all applicable regulations.
5. Contractor to provide drawings detailing the proposed installation prior to the commencement of any work. Work may begin after Property Management Department approval and issuance of Purchase Order.
6. Contractor shall furnish MHMR with an electronic, scaled copy of the home's floor plan before the fire alarm and fire sprinkler modifications are inserted for MHMR's future miscellaneous use.
7. Contractor shall furnish the "Installation Certificate" to MHMR.
8. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the property from injury or loss arising out of this contract.
9. Contractor shall clean-up construction area and remove debris daily.
10. The contractor shall correctly remove and install complete system as described and in accordance with these bid specifications.

IV. Scope of Work

1. Removal of existing dry fire sprinkler system originally installed during the mid-1980's.
2. Installation of fire sprinkler system shall include, but shall not be limited to:
 - a. CPVC attic pipe:
 - i. minimum one (1") inch diameter
 - ii. attic piping includes R-15 insulated tenting
 - iii. in addition to providing sprinkler throughout the home, as required, contractor shall provide insulated sprinkler protection under the exterior front and rear canopies as needed
 - b. TYCO LF II residential heads with flat cover plate, or alternative of equivalent or greater standards
 - c. Confirm operation of double check back flow preventer at base of riser
 - d. Inspect emergency water shut off valve for proper operation
 - e. Contractor shall confirm size and placement of existing water line to meet current code requirements
 - f. Must comply with 2010 NFPA-13-D; NFPA 101 Chapter 32; 2009 IBC; City of Fort Worth and DADS – ICF/MR, including any and all subsequent revisions and updates
3. Fire alarm system
 - a. Contractor shall inspect current fire alarm system to ensure that system is up to date and can be used with new sprinkler system.

- b. Tie new sprinkler system into existing Fire Alarm Panel
 - c. Provide tamper switches and wiring for flow and tamper on new fire sprinkler system. Tamper to be self-restoring.
4. Option 1: Replace Fire Alarm System if current fire alarm system cannot be utilized. Contractor shall specify make and model of replacement Fire Alarm System, as applicable.
- a. All concealed wiring.
 - b. Install at site of current panel.
 - c. Include manufacturer product information.
 - d. Install Remote Annunciator Panel, Fire-Lite or equivalent, including manufacturer product information.
 - e. Must comply with 2010 NFPA 72 National Fire Alarm and Signaling Code; 2008 NFPA 70 National Electric Code; 2012 NFPA 101 Life Safety Code, Chapter 32; 2009 IBC; 2009 IFC; City of Fort Worth, including any and all subsequent revisions and updates.
5. Inspect and install heat detection in attic, as required, if the attic is not sprinkled. Provide all necessary documentation, as required.
6. Submit cut sheets, battery and loop voltage calculations; layout drawings to Property Management prior to installation.
7. Confirm dedicated electric line:
- a. Identified in the electrical panel
8. Upon plan approval by the appropriate City of Fort Worth department, Contractor shall commence and complete work at the site, including the final City approval in a timely and prompt time frame.
9. Repair any damage to building, resulting from the removal and/or installation.
10. Include a breakdown and itemized description of services to be performed including, but not limited to:
- a. Fire Sprinkler System
 - i. Brand/Model
 - ii. Contractor and/or subcontractor name
 - iii. Areas contractor and/or subcontractor attended to
 - b. Option 1: Fire Alarm System
 - i. Brand/Model
 - ii. Contractor and/or subcontractor name
 - iii. Areas contractor and/or subcontractor attended to
11. Contractor shall propose total cost of fire sprinkler system project.

12. Contractor shall include estimated time to complete, in days or weeks, from date of award to final inspection and acceptance by City and MHMR authorized personnel.

The home is vacant with no furniture. Electricity and water service are active. Access shall be coordinated with Property Management by awarded contractor.

Contractor shall notify MHMR immediately (both verbally and in writing) of all damage and/or discrepancies that they identify at the job site prior to the start of work as well as any personal injury and/or property damage that occurs while performing this scope of work. Contractor to repair any flatwork, holes in slab, landscaping, and/or utilities damaged during the repair.

Contractor shall not make any additions, changes, alterations or omissions, or perform extra work, except with prior written authorization of MHMR authorized personnel.

Contractor shall include warranty of work commencing from the date of final acceptance of the work. The Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in material, design, or workmanship furnished or performed by the Contractor or any subcontractor.

Contractor shall warranty work for a minimum of one (1) year. If any deficiencies are found by DADS or City inspectors within one (1) year, Contractor shall promptly make correction at the Contractor's sole expense.

MHMR reserves the right to inspect site through any phase of the project. MHMR shall approve final project. Project is not complete until it is accepted by authorized MHMR personnel, and Installation Certificate issued, and final approval by authorized City personnel.

V. MHMR Tarrant Responsibilities

Utilities: Hot and cold water and electricity will be provided from existing outlets.

VI. Contractor Furnished Property

- A. The contractor shall furnish all resources (i.e., supervision, labor, materials) based on MHMR Tarrant requirements described in this scope of work in a safe, orderly, timely, efficient satisfactory and workmanlike manner.
- B. Electrical Equipment: All electrical extension cords shall be properly sized for the equipment load and placed away from vehicular and/or pedestrian traffic. All connections between the extension cords and related equipment shall be tightly fastened with no exposed electrical contracts. All extension cords shall have and use, a proper electrical grounding pipe.

VII. Safety

- A. The contractor, subcontractor(s) and each of their employees shall comply with all applicable local, state, federal laws, rules, regulations, and practices.

- B. The contractor shall also be responsible for all injury to persons or damage to property that occurs as a result of the contractor's negligence and shall take property safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.
- C. Any damages caused by the contractor, subcontractor, or their employees to MHMR Tarrant property shall be properly repaired or replaced by the contractor, to the satisfaction of the MHMR Tarrant PM Representative, at the contractor's expense.

VIII. Environmental and Regulatory

- A. The contractor (including Contractor's on the job site employees and subcontractors) shall comply with all applicable federal, state, and local regulatory code, and procedural requirements.
- B. The contractor shall provide MHMR Tarrant PM Representative with Material Safety Data Sheets (MSDS) for all materials used and/or stored on the job site by the contractor.

**ITB 16-045 FIRE SPRINKLER AND FIRE ALARM SYSTEM - LOVELL
ACKNOWLEDGEMENT AND PROPOSAL**

Having read and understood the instructions to bidders, terms and conditions, the specifications and special provisions, vendor submits the following proposal:

Fire Sprinkler System:

Cost: \$ _____

Contractor or Subcontractor: _____

Make and Model of sprinkler system, panels, controls, and heads: _____

Option 1: Replace Fire Alarm System

Cost: \$ _____

Contractor or Subcontractor: _____

Make and Model of sprinkler system, panels, controls, and heads: _____

Grand Total (sprinkler with alarm): \$ _____

Estimated time to complete: _____ (i.e. days/weeks) from date of award.

Length of Warranty: _____

Vendor shall include list of vendor responsibilities.

Vendor should include schedule (i.e. days, evenings and/or weekends) for removal and installation of fire system.

Vendor should submit an itemized description of any additional materials and/or services, necessary to perform the specifications of this bid on a separate page(s).

MHMR TARRANT IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST

PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE VENDOR OR AS OTHERWISE STATED IN THIS PROPOSAL.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR 120 DAYS AFTER THE PROPOSAL OPENING DATE.

BY RETURNING THIS BID PROPOSAL COMPLETED, THE BIDDER CERTIFIES THAT THE PROPOSAL SPECIFICATIONS ARE UNDERSTOOD AND COMPLIED WITH. PROPOSAL MAY BE CONSIDERED INVALID IF NOT RETURNED.

Authorized Signature	Vendor/Provider's Name
----------------------	------------------------

Typed or Printed Name	Number/Street Address
-----------------------	-----------------------

Title	City, State, Zip Code
-------	-----------------------

Telephone Number	Fax Number
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E-mail address	
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Attachment A
MHMR of Tarrant County
Historically Underutilized Business (HUB)/Disadvantaged Business Enterprise (DBE)
HUB Utilization Assessment

Please indicate below any changes to the information provided

Legal Name of your Business: _____
Address: _____
City: _____ State: _____ Zip: _____

Principal Owner Name: _____ Title: _____

Principal Owner Phone: _____ Other Phone: _____

1. If none of the below applies to your business please initial here _____, in doing so you acknowledge that your business will NOT be considered a Historically Underutilized Business or a Disadvantaged Business Enterprise vendor (you may skip questions 2 and 3).

2. Is your business primarily owned (51% or more) by an individual or individuals that can be classified in one or more of the following groups?

(Please check all that apply from the list below)

<input type="checkbox"/> Women (Check here if you are a self-employed woman)
<input type="checkbox"/> African Americans
<input type="checkbox"/> Hispanic Americans
<input type="checkbox"/> Native Americans
<input type="checkbox"/> Asian Americans
<input type="checkbox"/> Service Disabled Veterans

3. Is your business already certified as disadvantaged or historically underutilized?

[] Yes [] No

If "Yes", please indicate the name of the certifying agency: _____

Certificate #: _____ Expiration Date: _____

If not certified, is your business eligible for certification based on question 2 above? [] Yes [] No

4. Please sign and date the form below.

Signature

Date

Print Name

**ATTACHMENT B
NOTICE "NOT TO PARTICIPATE" FORM**

Dear Vendor,

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:

I/Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE my/our name and address to the following commodities so that we may submit bids/proposal at a later date:

Commodities: _____

I/We have chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason(s): _____

Please REMOVE my/our name from all MHMR of Tarrant County lists until further notice.

Reason(s): _____

Company Name: _____

Representative (Print Name): _____

Address: _____

Email: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

PLEASE RETURN THIS FORM ONLY TO:

MHMR Tarrant Purchasing Department
Notice "Not to Participate" – ITB 16-045 FIRE SPRINKLER AND FIRE ALARM
SYSTEM - LOVELL
3840 Hulen Street, Suite 200
Fort Worth, Texas 76107

Authorized Signature: _____

Title: _____ Date: _____

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.

Thank you for your time and assistance.

**ATTACHMENT C
DEVIATION FORM**

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures MHMRTC of their full agreement and compliance with the Specifications, Terms and Conditions.

An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated below.

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE
CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND
SUBMITTED WITH THIS SOLICITATION**

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

DATE: _____

**ATTACHMENT D
NON-COLLUSION AFFIDAVIT OF BIDDER**

State of _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of _____, has submitted the attached bid.
(Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this

_____ day of _____ 2016

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

**ATTACHMENT E
REFERENCE FORM**

All references must be from customers for whom your company has provided similar serves as the specifications of this bid (*Invalid contact information will result in default of references and may cause the bid to be disqualified.*)

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

Email: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

Email: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

Email: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

Email: _____

List date and describe work performed: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID