

# East Tennessee State University – Request for Quotation

**Facilities Management: Sprinkler & Standpipe System Inspections** 

RFQ No.	6898
Proposal Issue Date	March 20, 2025
Response Date/Time	April 3, 2025 at 2 PM EST

## **Contact:**

Dr. Katherine Zink- littlekm@etsu.edu Procurement & Contract Services PO Box 70729 1276 Gilbreath Drive B-16 Johnson City, TN 37614 423-439-6890

#### **EAST TENNESSEE STATE UNIVERSITY**

## **REQUEST FOR QUOTATION**

East Tennessee State University Procurement & Contract Services PO Box 70729 1276 Gilbreath Drive Johnson City, TN 37614 Bid No.: R F Q 6898
Date: March 20, 2025
Dept: Facilities

Bid subject to the Standard Bid Terms & Conditions available at <a href="https://www.etsu.edu/bf/procurement/purchasing/vendor\_information.php">https://www.etsu.edu/bf/procurement/purchasing/vendor\_information.php</a> & ETSU Board of Trustees, General Purchasing, Receipt of Materials, & Payment of Invoices at <a href="https://www.etsu.edu/bf/fp.php">https://www.etsu.edu/bf/fp.php</a>

Bids must be received by: Date/Time: April 3, 2025 by 2:00 PM EST

ATTN: Dr. Katherine Zink, Director of Procurement and Contract Services

Phone: 423-439-6890 Email: <u>littlekm@etsu.edu</u>

Mailing Address: PO Box 70729, Johnson City, TN 37614

Shipping Address: 325 Treasure Lane, Johnson City, TN 37614

Unless otherwise requested, quote on each item separately. Provide unit prices. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered as equal or better. East Tennessee State University is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., East Tennessee State University, Johnson City, Tennessee. Minimum terms: Net 30 days. Prepayment, deposits or COD not allowed. Progress payments may apply if approved by Facilities Management. Bid pricing remains in effect for 120 days. Bid Protest – Procedures for protesting bid results are found at:

https://www.etsu.edu/bf/procurement/purchasing/vendor information.php.

Quotation must be typewritten and is to be a sealed bid – no electronic submissions by email, fax, etc. will be accepted.

## RFQ 6898 Schedule of Events:

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Eastern Time. All dates are University business days.

## **RFQ 6898 SCHEDULE OF EVENTS**

NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The University will communicate any adjustment to the Schedule of Events to potential bidders.

	EVENT	TIME (all times are EST)	DATE
1.	University Issues RFQ		March 20, 2025
2.	Disability Accommodation Request Deadline	Noon	March 24, 2025
3.	Written Questions/Comments Deadline from Bidders	2:00 p.m.	March 27, 2025
4.	University Responds to Written Questions/Comments from Bidders	4:30 p.m.	March 31, 2025
5.	Intent to Propose (via email response)	2:00 p.m.	March 31, 2025
6.	Bid Submission Deadline & Proposals Opening	2:00 p.m.	April 3, 2025
7.	University Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		April 7, 2025
8.	Award of Contract		April 10, 2025
9.	Contract Effective Date		Upon Final Execution Estimated April 18, 2025

## Purpose of Bid:

The purpose of this invitation to bid is for the establishment of an agreement to provide labor and materials to conduct annual fire sprinkler and standpipe system inspections in compliance with NFPA 25, Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems for buildings/facilities at ETSU in Johnson City, Elizabethton, Kingsport, Sevierville, and Gray, Tennessee, as detailed in this specification. The term of the resulting purchase orders will potentially be from April 18, 2025 to April 17, 2030.

All questions concerning this bid must be directed to Katherine Zink at <a href="littlekm@etsu.edu">littlekm@etsu.edu</a>. Deadline of questions/comments is February 28, 2025 at 2:00pm. Reply to questions will be sent to all bidders as an addendum by email from Katherine Zink, <a href="littlekm@etsu.edu">littlekm@etsu.edu</a> by March 4, 2025 at 4:30pm. Do not contact Facilities Management directly with questions/comments.

Table 5.1 and Table 6.1, of NFPA 25 (2011ed.), summarizes routine inspection, testing, and maintenance for sprinkler and standpipe systems. The contractor shall perform the required activities listed in the tables. Obstruction investigation and fire pump testing is not part of this agreement.

\* Sprinkler backflow preventers must be inspected annually, and tested annually, as required by this agreement.

Annual inspections must be conducted between May 15<sup>th</sup> (or immediately upon award of bid) and August 15<sup>th</sup>. Inspection reports must be submitted to the Fire Protection Manager, Facilities Management, ETSU, within 30 days of completion of a building sprinkler/standpipe system inspection. Annual inspections and standpipe tests must be coordinated through the Fire Protection Manager for permission to enter, days, and times. Some buildings will require inspection at nights and/or weekends.

Note: The University will retain the option to repair the system by our own personnel or request repairs of identified problems from the successful contractor or from another source.

Successful contractor must possess a Fire Sprinkler License. A copy of license must be included in bid response. NFPA 25 requires that testing and maintenance tasks shall be performed by personnel who have developed competence through training and experience. Contractors who are unable to meet any of the minimum responsibilities/qualifications will be considered unqualified to provide the annual Fire Sprinkler System Inspections – Life Safety Services being requested. Successful contractor must follow all appropriate codes and regulations.

All deficiencies noted in any inspection report must be part of the NFPA 25 requirements. Use of deficiencies that are outside the NFPA 25 requirements shall be cause for cancellation of this agreement.

A purchase order will be issued annually and all invoices are to include the purchase order number. Payment is made using direct deposit and the successful bidder will be required to provide direct deposit information. Payment terms are net 30. Payment for work not completed is not allowed.

Any conditions which the bidder wishes to stipulate other than shown herein must be so stated in writing and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.

ETSU reserves the right to request references from each bidder and conduct reference checks. Negative references can be a determining factor in award of bid.

The resulting contract from this agreement may be diminished to lower than five years at the discretion of Facilities Management at the time of the contract's execution but ultimately will not exceed a five-year term.

Prices quoted are to be firm for the 2025 fiscal year period. The Vendor may request price increase to the extent such increase has been experienced by the Vendor and written substantiation of the price increase can be provided by the Vendor's supplier. The University may accept the requested price increase or choose to rebid, at its sole discretion.

Either party may terminate the agreement at any time by giving the other party a sixty (60) day written notice prior to the effective termination date.

<u>NOTE</u>: Include any required documents in your bid response such as evidence of insurance, proof of TN business license, Fire Sprinkler License, etc. Required documents not included in the bid will cause the bid to be rejected. RFQ 6898 must be written on the outside of the bid response envelope or labeled in the email subject line.

## RFQ 6898: Sprinkler & Standpipe System Inspections

#### **Instruction to the Bidders**

- Written questions regarding this quotation can be emailed to Katherine Zink at <a href="littlekm@etsu.edu">littlekm@etsu.edu</a>. DO NOT CONTACT FACILITIES MANAGEMENT DIRECTLY WITH QUESTIONS. Any amendments will be issued in writing from the ETSU Procurement office. All questions must be submitted by March 27, 2025 at 2:00pm. Any questions submitted after this time will not be accepted. Responses will be provided by ETSU to all bidders by March 31, 2025 at 4:30pm. No decisions or changes are binding to the project unless they are received in writing from the ETSU Procurement office.
- 2. <u>Bid responses are to be sent or delivered to the Procurement office address in a sealed envelope. RFQ 6898 must appear clearly on the outside of the bid response envelope.</u> Procurement will also accept emailed bids with RFQ 6898 appearing in the email's subject line.

All bids must be submitted in writing or type on the following form. Bidders shall be responsible for actual delivery of bids during business hours at the University by the closing date referenced herein. ETSU business hours are Monday – Friday, 8:00 a.m. to 4:30 p.m. EST. Any bids which are late will not be considered and will remain unopened.

- 3. <u>All Bidders must have proper business license prior to submitting bid and include proof of license in bid</u> response. A contractor's license is not required for this bid.
- 4. Any conditions which the Bidder wishes to stipulate other than shown herein must be so stated in the bid and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.
- 5. On the following pricing chart required for submission, Vendor is to indicate the price on each item in the specifications. Failure to do so may nullify the bid response. <u>Vendor is to use the following pricing chart and subsequent forms as their submission for their bid.</u> Failure to comply with any specification or requirement may result in rejection of bid response.
- 6. All bids must be submitted in clear writing or type on the following forms. Bid responses are to be sent or delivered to the Procurement office address in a sealed envelope. The outside of the bid package must indicate RFQ 6898, Attn: Dr. Katherine Zink. Bidders are responsible for actual delivery of bids during business hours at the University by bid closing date as referenced herein. ETSU business hours are Monday through Friday, 8:00am to 4:30pm. Late bids will not be considered. Bids are due April 3, 2025 at 2:00pm EST.

#### **Information for the Bidders**

- 7. The successful bidder is responsible for any damages to ETSU property and is also responsible at the vendor's expense for the repair of such damages. This also includes damages to landscape areas.
- 8. ETSU is a Tobacco-Free Campus, where all use of tobacco is restricted to private vehicles. The policy can be found at <a href="https://www.etsu.edu/tobaccofree/policy.php">https://www.etsu.edu/tobaccofree/policy.php</a>.
- 9. All vehicles on ETSU property must comply with the University Parking and Traffic Regulations which can be found at <a href="http://www.etsu.edu/fa/fs/parking">http://www.etsu.edu/fa/fs/parking</a>.
- 10. Bidder must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of \$1,000,000 per occurrence, \$3,000,000 in the aggregate. The Bidder shall maintain workers' compensation coverage or a self-insured program as required under Tennessee law, with Employer's Liability Limits of \$100,000. The Bidder shall include a certificate of insurance with bid response. If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Bidder, upon receiving a

notice of cancellation, shall give immediate notice to the Institution. The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this contract. If the Bidder does not have required insurance limits at the time of submission, the Bidder must still submit a valid and current insurance certificate. However, successful Bidder must submit certificate with the required limits prior to ETSU awarding the bid.

- 11. ETSU's terms are Net 30. ETSU does not make prepayments or deposits for services not rendered. Payment is made by direct deposit. The successful bidder will be required to set up direct deposit with the University.
- 12. Non-Discrimination. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
- 13. <u>Liability</u>. The Contractor, being an independent contractor and not an employee of East Tennessee State University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.
- 14. <u>Termination for Convenience</u>. The Institution may terminate this Contract without cause for any reason. Termination under for convenience shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date. However, in no event shall the Institution be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 15. <u>Termination for Cause</u>. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.
- 16. <u>Subcontracting</u>. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If the Institution approves such subcontracts, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed. Billing and payment will be to the Contractor submitting the bid.
- 17. <u>Conflicts of Interest</u>. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. Upon request, the Contractor shall show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- 18. Prohibition of Hiring Illegal Immigrants. By responding to this bid, the Bidder is attesting that the Bidder will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods / services under this order. If the Bidder is discovered to have breached this attestation, the Bidder shall be prohibited from supplying goods / services to any University / State / TBR institution for a period of one (1) year from the date of discovery of the breach, Rules of Finance and Administration, 0620.
- 19. <u>Inspection</u>. All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening. All proposers should know and shall be deemed responsible for knowing the facts documented in the institution's procurement files on the day the institution opens the bid files for public inspection for seven (7) calendar days. Any issues raised by bidders after the seven-day period shall not be considered.
- 20. Acceptance and Award. The University reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the Bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the University / Tennessee Board of Regents, as appropriate.
  - a. Contracts and purchases will be made with the lowest, responsible, qualified Bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the University, cash discount offered and the delivery terms will be taken into consideration.
  - b. Discounts offered for less than net 30 days cannot be considered in the cost evaluation but will be taken when paying invoices.
  - c. The University reserves the right to order up to 10% more or less than the quantity listed in the bid.
  - d. If a Bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the University shall have sixty (60) days to accept.
  - e. A written purchase order mailed or otherwise furnished, to the successful Bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written University consent.
  - f. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the University.
- 21. <u>Iran Divestment Act</u>. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- 22. <u>Boycott of Israel</u>. The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

Buildings included in the annual inspection and testing of sprinkler/standpipe systems are:

## Main Campus:

- a. Brown Hall
- b. Burleson Hall
- c. Bond Building (Physical Plant)
- d. Center for Physical Activity
- e. Community Health Center
- f. D.P. Culp Center
- g. Football Stadium including 2 Concession buildings
- h. Gilbreath Hall
- i. Memorial Center (Mini Dome)
- j. Parking Garage: Food Services
- k. Parking Garage: Public Safety
- I. Millennium Center
- m. Reece Museum
- n. Ross Hall
- o. Roy S. Nicks Hall
- p. Sam Wilson Hall (Standpipe only, exercise valves and record static pressure)
- q. Sherrod Library

#### Bristol

Health & Family Medicine (208 Medical Park Blvd)

## **Elizabethton**

Nave Center

#### Gray

- Fossil Museum
- Fossil Annex

#### Housing

- a. Buccaneer Ridge Apartments(Buildings A through U)
- b. Carter Hall
- c. Centennial Hall
- d. Davis Apartments (Bldgs. A, B & C)
- e. Governor's Hall
- f. Lucille Clement Hall
- g. Luntsford Hall
- h. Nell Dossett Hall
- i. Powell Hall
- j. Stone Hall
- k. West Hall

## **Kingsport**

- Kingsport University Center (Standpipe only, exercise valves and record static pressure)
- Valleybrook Farm
- 102 E Ravine Road

#### <u>Sevierville</u>

• ETSU @ Sevierville

## **Quillen College of Medicine on VA Campus:**

- a. Bldg. 1
- b. Bldg. 2
- c. Bldg. 4
- d. Bldg. 6
- e. Bldg. 7
- f. Bldg. 52
- g. Bldg. 60
- h. Bldg. 119
- i. Bldg. 178
- j. Bldg. 212
- k. Clinical Education Building (325 N. State of Franklin)
- I. Cardiology Building (329 N. State of Franklin)

## Additionally, standpipe 5-year flow tests shall be performed by the following schedule:

Bldg. 1 Due in year 2025 Bldg. 119 Due in year 2025 Bldg. 178 Due in year 2025 Brown Hall Due in year 2025 Carter Hall Due in year 2025 Centennial Hall Due in year 2025 Clinical Education Bldg. #1 Due in year 2025 Football Stadium Due in year 2028 Governors Hall Due in year 2027 Kingsport University Center Due in year 2025 Due in year 2025 Lucille Clement Hall Luntsford Apts. Due in year 2025 Millennium Center Due in year 2025 Nick's Hall Due in year 2025 Ross Hall Due in year 2025 Sam Wilson Hall Due in year 2025 Sherrod Library Due in year 2025 Stone Hall Due in year 2026



## **RFQ #6898 RESPONSE SHEET**

## Fire Sprinkler and Standpipe System Inspections

(Bid will be awarded based on qualification of bidder to meet all criteria and to the lowest five (5) year total cost.)

Yearly C	<u>ost</u> :	
Year 202	5 \$	
Year 202	6 \$	
Year 202	7 \$	
Year 202	8 \$	
Year 202	9 \$	
5 Year To	otal \$	
Include t	he following in bid res	ponse:
re	rire Sprinkler License # esponse) Proof of liability insurance	(copy of license to be submitted with bid

(Print Name of Business)			
(Address)			
(City, State, Zip)		(Phone/Fax/Email)	
(Authorized Signature)	(Printed Name)	(Date)	

# FAILURE TO SIGN WILL RESULT IN REJECTION

East Tennessee State University is an EEO/AA/Title IX/Section 504/ADA Employer

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

#### **SIGNATURE & DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.



## East Tennessee State University Vendor Application Procurement & Contract Services P.O. Box 70729 Johnson City, TN 37614-1710

www.etsu.edu/procurement

Company Name & Bid Address (Info will be verified against IRS records & vendor name)	Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll free)	4. Telephone (other)
5. Fax	6. Name of Contact Person
7. Email Address of Contact Person	8. Company URL
9. Federal Identification Number (FEIN)	10. Social Security Number (if no FEIN)
Note: Company name must match IRS records	
11. Type of Organization (Check one)  □ Individual □ Partnership □ Medical/Health Corp State of Incorporation: Year of Incorporation:	12. Kind of Ownership (Check all that apply):  ☐Govt. (GO) ☐Minority ☐Non-Profit (NO) ☐Woman (WO) ☐Majority (MJ) ☐Small (SM) ☐Service-Disabled Veteran
13. Minority Ethnicity Code (Check One):	14. Preference for reporting purposes:
□ African American (MA) □ Native American (MN)	□ Small □ Minority □ Woman-Owned
□ Hispanic American (MH) □ Asian American (MS) □ Other Minority (MO) Specify:	□ Service-Disabled Veteran □ Disabled-Owned
15. Type of Business (Check one):  □ Agriculture, Forestry, Fishing □ Construction	16. Number of Employees
□ Marketing/Communications/Public Relations □ Architectural/Design/Engineering □ Educational □ Medical/Healthcare □ Manufacturing □ Mining □ Retail Trade □ Finance, Insurance & Real Estate □ Service Industry □ Information Systems/Technology □ Wholesale Trade	17. Excluded from Federal Procurement or Nonprocurement Programs? Yes No https://www.sam.gov/portal/SAM/#1
□ Transportation, Commerce & Utilities	18. Annual Gross Sales

19. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional		
space is needed please attach a separate sheet to the	е venuor аррисацоп.	
20. *		
SECTION A –	SECTION B -	
CONTRACTOR IS AN INDIVIDUAL	CONTRACTOR IS A COMPANY	
	(e.g. sole proprietorship, partnership, or corporation)	
Is or has the Contractor been a state employee?	Does an individual (or an individual's immediate family	
	member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor	
NO (no additional information required)	company?	
YES	NO (no additional information required)	
	☐ YES	
Was such employment within the past six months?	Was such employment within the past six months?	
□ NO	□ NO	
☐ YES	☐ YES	
24 Cortification: By submitting this form I cortify that I am an authorized representative of the above company and		
21. Certification: By submitting this form, I certify that I am an authorized representative of the above company and that all the information as completed above is true and accurate.		
Name Title	Date	

East Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by ETSU.

<sup>\*</sup>Conflict of Interest Policy: <a href="https://www.etsu.edu/bf/procurement/purchasing/purchasers/policies.php">https://www.etsu.edu/bf/procurement/purchasing/purchasers/policies.php</a>