**Request for Bid**

**Information**

**THIS IS NOT AN ORDER**

<table>
<thead>
<tr>
<th>RFB Number</th>
<th>4100027788</th>
</tr>
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<tbody>
<tr>
<td>Coll. Number</td>
<td>RFP 561</td>
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<tr>
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<td>Requisition No.</td>
<td>10132732</td>
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<td>Buyer/Phone</td>
<td>Purchasing Dept. / 662-915-7448</td>
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<td>Bid due on</td>
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---

**Vendor Address**

SAMPLE BID VENDOR
OFFICE OF PURCHASING
UNIVERSITY MS 38677
Phone: 662-915-7448
Fax: 662-915-7752

**Vendor Bid Information submitted by:**

**Printed Name**

**Signature**

**Delivery Date ARO**

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<tr>
<td></td>
<td>ALL PROPOSALS ARE DUE IN PROPERLY IDENTIFIED, SEALED ENVELOPES TO THE FOLLOWING:</td>
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<td>RFP # 561</td>
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<td>PROCUREMENT SERVICES</td>
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<td></td>
<td>164 JEANETTE PHILLIPS DRIVE</td>
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<td></td>
<td>UNIVERSITY, MS 38677</td>
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<tr>
<td></td>
<td>NO LATER THAN 10:00 AM, THURSDAY, APRIL 28, 2016. YOUR PROPOSAL MUST ARRIVE AT THE PROCUREMENT SERVICES BUILDING NO LATER THAN THE STATED DATE AND TIME. PLEASE SEND YOUR PROPOSAL IN A TIMELY FASHION THAT ALLOWS FOR UNFORESEEN DELAYS BY YOUR CHOSEN DELIVERY METHOD.</td>
<td></td>
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<td></td>
<td>THE UNIVERSITY RESERVES THE RIGHT TO REJECT ALL PROPOSALS RECEIVED.</td>
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<td></td>
<td>PLEASE INCLUDE ORIGINAL REQUEST FOR PROPOSAL DOCUMENTS. PLEASE MAKE SURE ALL DOCUMENTS INCLUDE YOUR CORRECT NAME, COMPANY NAME, AND CONTACT INFORMATION (ADDRESS, PHONE NUMBER, FAX NUMBER, ETC.).</td>
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<td></td>
<td>PROPOSAL SUBMISSIONS SHOULD INCLUDE ONE ORIGINAL AND AT LEAST ONE COPY UNLESS MORE COPIES ARE SPECIFIED.</td>
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Phone: 662-915-7448  
Fax: 662-915-7752

**Vendor Bid Information submitted by:**

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- Signature: [Redacted]
- Delivery Date ARO: [Redacted]

---

**Item** | **Material/Description** | **Quantity** | **UM** | **Unit Price** | **Amount**
--- | --- | --- | --- | --- | ---
0001 | AUTOMATIC DOOR OPENER MAINTENANCE SERVICES | 1 | each | | |

The University of Mississippi Facilities Management department requests sealed proposals be submitted for Automatic Door Opener Maintenance Services to the Director of Procurement Services at 164 Jeannette Phillips Drive before 10:00 A.M. on April 28, 2016. Sealed proposals should be marked on the outside of the envelope as follows:

- RFP# 561
- Automatic Door Opener Maintenance Services

The University of Mississippi Facilities Management department is soliciting proposals to select a preferred vendor to provide Automatic Door Opener Maintenance Service in the academic buildings on the main campus.

Prospective proposers should contact Walt Webb at 662-915-1641 for a list of manufacturers and models of automatic doors that may require service. The desire is to find a single vendor that can service all automatic doors, if possible.

**SCOPE:**

Provide Automatic Door Opener maintenance services for the University of Mississippi Facilities Management department. Work will be requested at an hourly rate on an as-needed basis.

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**Equipment type to be covered includes repair and/or installation of various brands of automatic door openers.**

**GENERAL CONDITIONS:**

- Proposals will only be considered from reputable, licensed and bonded companies who can demonstrate several years experience in professional Automatic Door Opener work. Please provide this information in your proposal.

- Contractor must be able to respond to emergencies on campus on a 24-hour basis and have personnel on site within two (2) hours or less. Please provide details of your company's response time in your proposal.

- Proposals will include a listing of all services to be provided by the contractor along with rate schedule. Rate schedule must include hourly labor rates associated with regular, overtime and holiday rates.

- Proposals must include proof of $1,000,000.00 liability insurance and licensing. Any federal, state or local licensing, certifications or permits required for work included in the scope of this contract must be valid and up to date and will be subject to inspection prior to awarding contract to selected contractor.

- Proposer will have qualified automatic door opener service technicians on payroll. Please provide details in your proposal.

---

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<td>References will be provided for at least 5 customers with contact information related to like services provided within the last 3 years.</td>
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<td>All material purchases will be pre-approved by the University and will be at cost plus_______% markup.</td>
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<td></td>
<td>Proposer may provide any qualification, experience or other information pertinent and useful in helping the University select a preferred contractor.</td>
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<td>Proposals will be evaluated based on pricing, experience, references, and completeness of proposal.</td>
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<td></td>
<td>The University reserves the right to go to the next lower proposer on the occasion when the lowest proposer is not available to do the work in a timely manner.</td>
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<td>The University reserves the right to reject any and all proposals submitted based on available funding.</td>
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<td></td>
<td>Any contract resulting from the award of this proposal is governed by laws of the State of Mississippi.</td>
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<td></td>
<td>Any contract resulting from the award of this proposal will adhere to E-Verify language as follows: “The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means __________________________</td>
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any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.”

Invoices must be submitted referencing the University purchase order number and an invoice amount based on the number of people in the work crew at the hourly rate as submitted in this proposal.

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|      | Payments to the Contractor will be made by the University of Mississippi upon submission and approval of properly priced invoices. If necessary, at the commencement or termination of the contract, payment will be made to the Contractor for any fractional part of a month’s service at the rate of one thirtieth (1/30) of the monthly charges for each day of service rendered.
|      | Mississippi state law grants net 45 days payment terms.
|      | Any documented non-performance by the Contractor, as determined by the Director of Facilities Management and agreed by the Director of Procurement Services for the University of Mississippi, will constitute sufficient cause for termination of the contract and will subject the Contractor to cancellation of the contract.
|      | Both parties to the contract agree to excuse from not performing its contractual obligations that become impossible or impracticable, due to an event or effect that the parties could not have anticipated or controlled. These events include natural disasters such as floods, earthquakes and other “acts of God,” as well as uncontrollable events such as war or terrorist attack.
|      | Any contract resulting from the award of this bid can be terminated based on non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a decrease or change in the legislative appropriation.
|      | Any contract resulting from the award of this bid will include or not be in conflict with all of the provisions listed on the Mandatory Addendum to All University of Mississippi Contracts (please see below).

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Mandatory Addendum to
All University of Mississippi Contracts
June 2012

The University of Mississippi ("UM"), despite any contrary provision contained in any contract to which UM is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which UM is a party are hereby null, void, and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which UM is a party:

1. UM does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
2. UM does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
3. UM does not waive any claim: past, present, or future.
   Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
4. UM does not waive its sovereign immunity. UM shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
5. UM does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. amend. XI.

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<td>UM does not agree to the application of the laws of another state. U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940)</td>
<td></td>
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<td>7.</td>
<td>UM does not limit the tort liability of another party to the amount of the contract or to any other set amount. Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002); Miss. AG Op., Hahn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).</td>
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<td>8.</td>
<td>UM does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which UM is entitled. Miss. Const. Art. 4, § 100, Miss. Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<td>9.</td>
<td>UM does not agree that a party may represent, prosecute or defend legal actions in the name of UM. IHL Board Policy 1102.</td>
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<td>10.</td>
<td>Provisions that limit the time for UM to pursue legal actions are deleted and void. Miss. Const. Art 4, § 104; Miss. Const. Art. 4 § 100; Miss. Code Ann. § 15-1-5; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<td>11.</td>
<td>UM does not agree to submit to binding arbitration. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).</td>
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<tr>
<td>12.</td>
<td>UM will make payments for all amounts owed under a contract agreement in accordance with state law. Miss. Code Ann. § 31-7-305.</td>
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</tr>
<tr>
<td>13.</td>
<td>In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by UM will be posted</td>
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(2) Terms - Bidder will state terms of sale. Our terms are 2% 10 days, net 45 days. These terms will apply unless otherwise specified.
(3) Delivery - Bidder will state in bid delivery that purchaser can expect on each item.

DETAILED SPECIFICATIONS
It is the intent of these specifications particularly where manufacturer’s name and catalog number is used to select an item of comparable materials and/or design. It is not the intent to limit the bidding; however, all bidders are cautioned that the listed manufacturer’s standards shall be a minimum. It is a requirement that all bidders who furnish quotations on products of manufacturer other than those listed shall furnish with their bid complete information together with full specifications of items they propose to furnish.
### INSTRUCTIONS TO VENDOR

**GENERAL SPECIFICATIONS**

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### Item Material/Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>UM</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
</table>

In the event that proposer requests travel charges apply in addition to labor and material costs, please specify below how this will be calculated, either cost per mile OR flat rate per trip.

- **Travel** $_________ per mile
- $_________ per trip

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**Total $**
GENERAL INFORMATION TO BIDDERS

University of Mississippi employees may not purchase directly or indirectly any items offered for sale by the University of Mississippi.

1. EXAMINATION OF SITE (IF NECESSARY)
   Bidders should visit the site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the building, the character, and extent of existing work within the building, and any other work being performed thereon at the time of the submission of the bid. No allowance will be granted because of lack of knowledge of site conditions.

2. RECEIPT AND OPENING OF BIDS
   (A) Bids will be opened publicly at the time and place stated in the invitation for bids. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.
   (B) Telegraphic and facsimile will not be considered, but modifications by telegraph or facsimile of bids already submitted will be considered if received prior to the hour set for opening.
   (C) Bids are to be submitted in duplicate unless otherwise specified on the forms furnished for the purpose or on exact copies thereof.
   (D) Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected.
   (E) Unless otherwise specified, bid shall be binding for minimum of 30 days.
   (F) Bids may be modified or withdrawn by written or telegraphic notice received in Procurement Services prior to time set for bid opening.
   (G) All bid prices must be typed or written in ink and any alterations to bid prices must be initialed. ALL BIDS MUST BE SIGNED IN INK.
   (H) No bid shall be evaluated for any requirement or criteria that are not disclosed in the invitation for bids. "ALL OR NONE" bids will NOT be considered unless the specifications specifically allow for this provision.
   (I) Bids submitted as an alternate will not be accepted unless an alternate bid is requested in the specifications.
   (J) In case of an error on price extension, the unit price shall prevail. Unit prices and total prices MUST be shown. Failure to do so could cause rejection of bid.
   (K) Bids that include an escalation clause shall be rejected unless otherwise specified in the bid specifications.
   (L) The owner shall have the right to increase or decrease the number of any individual items, within reasonable limits, after the lowest and best bidder is determined.
   (M) Warning is hereby given that strict adherence to the specifications will be required, and that the contractor will receive no compensation for loss in furnishing goods disapproved for not complying with the specifications.
   (N) On construction bids, bid envelope must contain, on the outside of the envelope, the contractor’s current Certificate of Responsibility Number and the contractor’s Licensing Number unless a statement on the exterior says that the bid enclosed is less than or did not exceed $50,000
   (O) Tax on Construction – It is incumbent upon the bidder to be familiar with the laws of the state concerning tax on construction. Any and all taxes are due (State or Federal) will be the responsibility of the vendor.

3. DELIVERY OF BIDS
   (A) All bids must be received at Procurement Services, 164 Jeanette Phillips Drive, University of Mississippi, University, MS 38677, unless otherwise specified, not later than time and date shown on bid invitation.
   (B) Bids must be in a sealed envelope and marked with name, bid file number, and date of bid opening.
   (C) If the University is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, the “Force Majeure Events”), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the University shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the University until the new date and time of the bid opening as set forth herein. The University shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the University as a result of a Force Majeure Event. Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the University prior to the new date and time of the bid opening.

4. WITHDRAWAL OF BIDS
   Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

5. BIDDERS PRESENT
   At the time fixed for the opening of the bids, their contents will be made public for the information of bidders and others properly interested who may be present in person or by representative.
6. AWARD OF CONTRACT
   (A) The contract will be awarded as soon as possible to the lowest and best responsible bidder, provided his bid is reasonable and it is in the best interest of the Owner to accept it.
   (B) Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the contract.
   (C) Unless otherwise specified, the University reserves the right to award by individual items, related items, or total, whichever it deems in its best interest.
7. ACCEPTANCE OF PROPOSAL
   Only the issuance of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.
8. REJECTION OF BIDS
   The Owner reserves the right to reject any and all bids when such rejection is in the interest of the Owner and to reject the bid of a bidder who is not in a position to perform the contract.
9. INTERPRETATIONS OF CONTRACT DOCUMENT
   If any person contemplating submitting a bid for the proposed contract in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Procurement Services of the University of Mississippi, a written request for an interpretation thereof. The person submitting the request for an interpretation thereof will be responsible for its prompt delivery. Any interpretation of the proposed document will be made only by an Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
10. EQUAL OR APPROVE EQUAL
    (A) Where any article or thing is specified by proprietary name, trade name, and/or name of manufacturer, with or without the addition of such expressions as “Or Equal” or “Approved Equal”, it is to be understood that the article named or the equal thereof; and it is distinctly understood that the Owner is to use his own judgment in determining from time to time whether or not any article or thing proposed to be substituted is the equal of any article or thing so specified; (2) that the decision of the Owner on all such questions shall be final; and (3) that in the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Owner.
    (B) Where a definite material is specified, it is not the intention to discriminate against an equal product made by another manufacturer. It is rather the intention to set a definite standard. Should the bidder intend to furnish another product as an equal to that specified, he must submit with his proposal for every item for which he intends to furnish another product from that given in the specifications, a complete specification showing name of manufacturer, sizes, quality of wood, finish, upholstering or other materials included and catalog number, if the manufacturer lists the product by a catalog or plate number

in any of his published literature. After the bids are opened, all bidders, if requested, may be required to furnish complete samples of any or all items listed before an award is made.
    (C) A bound brochure should be submitted with the bid. Bidder will prepare this brochure showing pictures or cuts and complete manufacturer's specifications on each item on which a bid is submitted. The cuts and specifications must be arranged in the identical order that the items appear on the bid form and must be identified by the item number shown in the bid form. Failure to submit this brochure will be considered sufficient grounds for rejecting the bid. It shall be the bidder's responsibility to specifically point out any deviations from the base bid. Failure to comply with this procedure may be grounds to disqualify any bid.
    (D) Should any equal product, however, be accepted by the Owner and should this equal prove defective or otherwise unsatisfactory for the service for which it is intended within the guaranty period, the contractor shall replace the defective material with material on which the specifications require him to base his proposal, without cost to the Owner.
11. RECYCLED MATERIALS
   If any product listed on this bid is available from recovered (recycled) materials, vendors are requested to submit bids on recycled materials in addition to the brands mentioned or their equivalent as well as provide an estimated shipping date on both the recycled, specified or equivalent materials.
12. DELIVERY OF MERCHANDISE
    (A) All bids will be quoted FOB University. No bid will be considered unless FOB terms are as stated. The purchaser has no storage space available; therefore, bidders must deliver as requested.
    (B) Bidder will state estimated delivery time for each item in bid.
13. CASH TERMS
   University terms are 2%-10, Net 45 days. These terms shall prevail unless otherwise specified by the bidder.
14. PAYMENT
   Assuming there is no prompt payment discount provision; payment will be made within 30 days from receipt of products in satisfactory condition, and receipt of the invoice.
15. ADVANCE PAYMENT
   The University of Mississippi is prohibited by law from making advance payments to any vendor other than state and federal agencies unless it is subscription or membership.

THE UNIVERSITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES.

(Rev. 4/2014)