

RICE UNIVERSITY
REQUEST FOR PROPOSAL #2020-08-004
MERV13 FILTER REPLACEMENT
August 17, 2020

Rice University is issuing this Request for Proposal to obtain bids to MERV13 filters as outlined in this document. This document, and vendor responses to it, will serve as the technical basis for establishing a MERV13 filter supply agreement between Rice University and the successful bidder. The process for obtaining the Rice University MERV13 filter contract will be as outlined below.

PROCESS FOR VENDOR SELECTION

1. ISSUANCE OF THIS "REQUEST FOR PROPOSAL" TO LOCAL VENDORS
2. RICE REVIEW OF SUBMITTED PROPOSALS
3. DETAILED NEGOTIATIONS WITH INDIVIDUAL VENDORS (if needed)
4. CONTRACT AWARD.

Additional Information

APPENDIX A: FILTER SIZE AND QUANTITY
APPENDIX B: BID TAB SPREADSHEET

GENERAL INFORMATION

The Rice University Operations and Maintenance Groups are responsible for the maintenance and safe operations of all air handling units across campus. In light of recent ASHRAE and CDC Guidelines, Rice University is looking to convert all of its current media filters to a minimum of MERV13 rating.

Appendix A contains the sizes and quantities of MERV13 filters. The filters sizes listed are estimates, based on conversion of existing filters in use. The existing filters are designed to fill the entire filter track, complete with gasket and seal, where applicable. To convert to a cardboard or other plastic framed filter, a re-surveying of the units will likely be necessary. We expect some bypass with the cardboard framed pleats, but proper sizing of the filters will help to limit this.

Requests for additional information or clarifications of non-technical items in this Request for Proposal must be submitted in writing directly to the following:

Gregg Besozzi
Assistant Director, Facilities and Construction Services
Rice University
(713) 348-2366
gmb7@rice.edu

Requests for and questions regarding technical information from Rice University will not be entertained after the close of business on August 20, 2020. Questions concerning this request for proposal must be submitted in writing (Email is acceptable) and received prior to the close of business on August 20, 2020 in the office of the above and will be addressed no later than August 21, 2020. **The deadline for submitting a proposal is Monday 3:00p.m., August 24, 2020.** The vendor's proposal must be submitted electronically in Adobe PDF format using Appendix B of this document to Gregg Besozzi at gmb7@rice.edu.

After the evaluation of each proposal is complete, your firm *may* be invited to present your proposal to the review team.

It is our goal to contract for a locally-based filter provider. The contract will be awarded (after the successful conclusion of any final negotiations) to the vendor that best **meets the Vendor Qualifications and achieves the highest overall grade based on the Grading Criteria** that follow.

OVERVIEW

The filter provider will include the following:

- Delivery of MERV13 filters or better
- Ensure quantity for each unit is accurate
- Maintain the quantities and sizes for later purchasing on a quarterly basis through 2020 and into 2021.

PURCHASE REQUIREMENTS

Rice University will issue a purchase order for filters. The following provisions are made a part of the Rice University Purchase Order as though set forth at length therein:

- 1) EXPENSES OF PERFORMANCE. Unless otherwise specified in this Purchase Order, the Vendor shall provide and pay for all labor, materials, equipment, machinery, tools, transportation, utility services and other costs and expenses necessary or incidental to the proper performance or furnishing of the Work/Materials. The University is exempt from certain federal and state taxes and shall not pay or otherwise be liable, directly or indirectly, for any such taxes in any way related to the Work/Materials. The payment terms for the purchase order are Net 30 days, unless the Vendor offers discount terms for early payment.
- 2) SHIPPING. The Work/Materials shall be delivered F.O.B. Rice University, unless this Purchase Order specifies otherwise. The amount stated on the Purchase Order includes any and all charges for packaging, shipping, handling and insurance. Unless agreed to otherwise in writing, title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point or points of delivery.
- 3) REPRESENTATIONS AND WARRANTY. Vendor represents and warrants to the University that any Work/Materials performed or furnished under this Purchase Order shall (a) conform to the terms and provisions of this Purchase Order, (b) be performed or furnished in a good and workmanlike manner and in accordance with standards of care, skill and diligence consistent with recognized applicable industry practices and procedures, (c) be new, unless this Purchase Order provides otherwise, and (d) be of good quality and free from faults and defects in materials, workmanship and design, in each case, for a period of one year (or longer if otherwise specified in this Purchase Order) after final completion of the performance or furnishing of the Work/Materials. The warranty provided for in this Paragraph 3 shall be in addition to, and not in limitation of, any other warranty or remedy required or permitted by law or this Purchase Order, and such warranty shall be interpreted to require the Vendor, at its expense, to replace any defective or faulty Work/Materials that are disclosed to the Vendor within said one year period. Any such correction shall also be warranted for an additional warranty period of one year from the date of such correction.
- 4) INSPECTION AND APPROVALS. All Work/Materials shall be subject to inspection by, and final approval of, the University or the University's designated agent.
- 5) WITHHOLDING OF PAYMENTS. The University may, in its sole discretion, withhold all or part of any payment otherwise to become owing to Vendor as a result of Vendor's failure

(a) to complete the performance or furnishing of the Work/Materials in accordance with the requirements of this Purchase Order or (b) to address any reasonable concerns of the University regarding any pending or threatened claim or lien, including any mechanic's or materialman's lien claim, arising out of or related to the performance or furnishing of the Work/Materials. When the basis for any such withholding has been resolved to the University's satisfaction, the amounts withheld, less any costs and expenses incurred by the University as a result of any occurrence described in the immediately preceding clauses (a) or (b), shall be paid to Vendor.

6) TERMINATION FOR CONVENIENCE. The University may by notice in writing direct Vendor to terminate this Purchase Order or work under this Purchase Order in whole or in part, at any time, and such termination shall not constitute default. In such event, unless Vendor shall have defaulted or been in default in performance hereof, (a) the University and Vendor shall have all rights and obligations accruing to it both at law or in equity, including the University's rights to title and possession of goods paid for and (b) Vendor shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. The University may take immediate possession of all work so performed upon notice of termination.

7) RIGHTS IN EVENT OF DEFAULT. In the event that Vendor fails to comply with any of the terms or provisions of this Purchase Order, declares bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency, or is not generally paying its debts when due, then, in any such event, the University shall have all rights available to it as a result thereof at law or in equity, including, without limitation, the right to cancel, by written notice to Vendor, all or any part of this Purchase Order without liability to the University.

8) TIME OF THE ESSENCE. Any and all time limits stated in this Purchase Order, including the Completion Date, are of the essence and no acts of the University, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision.

9) INDEMNIFICATION. Vendor shall indemnify, hold harmless, protect and defend the University and its trustees, officers, employees, representatives, agents and affiliates for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, without limitation, court costs and attorneys' fees, directly or indirectly arising out of or in connection with the performance or furnishing of the Work/Materials. Vendor's indemnification obligations under this Section shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Vendor's defense obligations under this Section shall be with attorneys approved by the University, which approval shall not be unreasonably withheld.

10) COMPLIANCE WITH LAW. The Vendor shall be responsible and liable for complying with all applicable University policies, federal, state and local statutes, rules, regulations, codes, ordinances, orders and other requirements in connection with the performance or furnishing of the Work/Materials. Without limiting the foregoing, the Vendor specifically agrees to

comply with all applicable Laws regarding non-discrimination, equal employment opportunity and affirmative action.

11) RETURNS. The University reserves the right to return merchandise to Vendor. Merchandise will be returned freight prepaid by the University only if a mistake is made by the University in the order process. In no instance will the University pay a restocking charge if merchandise is sent to the University by mistake not of the University. If merchandise is represented in marketing materials as merchandise that the Vendor normally stocks for sale in its business, the University will not pay a restocking charge. If merchandise is determined to be special order, the University will pay Vendor's customary restocking charge not to exceed 15% if a mistake is made by the University in the order process. Upon receipt of merchandise, Vendor will issue credit to the University in the amount of the price thereof, less any agreed upon applicable charges.

12) PROPRIETARY RIGHTS. Unless otherwise expressly agreed in writing to the contrary, all specifications information, data, drawings, software, and other items which are (i) supplied to Vendor by the University or (ii) obtained by Vendor and paid for by the University in the performance of this Purchase Order shall be maintained as proprietary to the University by Vendor, shall be used only for purposes of providing goods or services to the University pursuant to this Purchase Order, and shall not be disclosed to any third party without the University's express written consent. All such items supplied or paid for by the University shall be and remain the property of the University shall be promptly returned to it on request or upon completion of the performance or furnishing of the Work/Materials under this Purchase Order.

13) INTELLECTUAL PROPERTY.

a) Vendor warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of the University's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright, trademark, or other proprietary rights. Vendor may replace or modify infringing goods with comparable goods acceptable to the University of substantially same form, fit, and function so as to remove the source of infringement, and shall extend this provision thereto. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Vendor, at no expense to the University, shall obtain for the University the right to use and sell said item.

b) Any invention or intellectual property first made or conceived by Vendor in the performance of this Purchase Order or which is derived from or based on the use of information supplied by the University shall be considered to be the property of the University; and Vendor shall execute such documents necessary to perfect the University's title thereto.

14) CONFIDENTIALITY. Vendor shall not publish any information developed under this Purchase Order nor distribute it nor make any news release about the existence or subject matter of this Purchase Order without prior written approval of the University.

15) AUDIT. Throughout the life of this Purchase Order, and for a period of [five (5)] years thereafter, the University or its appointed agent shall reserve the right to conduct audits of

Vendor(s) purchasing and accounting records to the extent necessary to verify that costs and amounts invoiced are in accordance with the terms of the purchase order.

16) INDEPENDENT CONTRACTORS. The Vendor shall be an independent contractor in the performance of this Purchase Order.

17) NO ASSIGNMENT BY CONTRACTOR/SUPPLIER. The Vendor shall not assign its rights or obligations under this Purchase Order, in whole or in part, without the prior written consent of the University.

18) FORCE MAJEURE. The University or Vendor shall be absolved from liability for any act, omission, or circumstance occasioned by any cause whatsoever not within the control of the party claiming suspension and which such party could not, by reasonable diligence, have avoided. Such acts, omissions, or circumstances, however, shall not relieve such party of liability in the event of its failure to use reasonable diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause relied on.

19) REMEDIES. In no event shall Vendor be entitled to anticipatory profits or to special (including multiple or punitive), incidental or consequential damages.

20) SURVIVAL. Any agreements or obligations of Supplier/Contractor that by their nature are to be performed after the expiration or termination of this Purchase Order, including, without limitations, the agreement of indemnity set forth in Paragraph 9) above, shall survive any expiration or termination of this Purchase Order.

21) GOVERNING LAW. This Purchase Order shall be governed by and construed under the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof. The parties specifically consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Purchase Order.

22) CONSTRUCTION. The headings and captions used in this Purchase Order are for convenience of reference only, and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions of this Purchase Order

ANTICIPATED LENGTH OF PURCHASES

It is desired by Rice that the term of the filter purchase shall be construed as for one (1) year and will commence on August 25, 2020. After internal evaluation of performance, additional purchases may be made as frequently as every 45 days or as frequently as six months or greater.

CONFLICT OF INTEREST

All vendors must disclose in their proposal the name of any officer, director, or agent who is also an employee of Rice University. Further, all vendors must disclose the name of any Rice University Facilities Engineering & Planning employee who owns, directly or indirectly, an interest of five (5%) percent or more in the vendor's firm or any of its branches.

RIGHT TO INSPECT SUPPLIER FACILITIES

We reserve the right to inspect (at our cost) the vendor's facilities at any time with prior notice.

VENDOR QUALIFICATION

Vendors are asked to use the following format in order to ensure that each Vendor Qualification criteria is addressed (i.e. each subheading: Vendor Experience, Service Level, etc. should be separately addressed). In addition to the materials you provide, the decision team may utilize site visits or may request additional material, information, or references from your firm. The team will determine how effectively each vendor's response satisfies the needs of our facility.

The criteria listed below are considered mandatory to establish the responsibility and capability of firms to meet our requirements. Please provide sufficient information regarding each of the items below so we can thoroughly evaluate your firm's qualifications to service our water treatment needs. You may include supporting literature and attachments about the information requested below. Please note that some of the items below are covered in more detail under the "Grading Criteria" section. **Where there is overlap between the Vendor Qualifications and the Grading Criteria, you may combine your responses as appropriate.**

VENDOR EXPERIENCE QUALIFICATIONS

The vendor should be a company primarily engaged in HVAC filtration and operations and must have been in this business in the Houston area for a minimum of 5 years.

CONTRACT AND INSURANCE REQUIREMENTS

Your firm must meet our contract and insurance requirements. **Please provide statement of contract acceptance as indicated in the General Information section above, and a statement of willingness to provide insurance that meets the Rice University insurance requirements.**

TRANSPORTATION REQUIREMENTS

The program as proposed must be completely F.O.B. Destination, freight prepaid. The price quoted will be considered to include all charges for transportation, packaging, pallets, containers, etc., necessary to complete delivery on a F.O.B. Destination basis. In no case will Rice pay any costs for freight or supplies provided under this agreement by the Vendor. In addition, Rice will not be held responsible under any circumstances for any costs of mileage, travel, per diem, or any other expenses incurred by any Vendor personnel servicing this account.

GRADING CRITERIA

The criteria below, listed in no particular order, will serve as the grading criteria for selection of a Vendor to furnish filters to Rice University. The text in ***Bold Italics*** is meant to suggest ways the vendor might satisfy that respective criteria.

SPECIFIC RICE UNIVERSITY FILTER KNOWLEDGE

Prospective Vendors should have at least a minimum level of knowledge about Rice University's existing filters and systems. ***Such knowledge may be demonstrated in the Vendor's proposal and/or presentation by presenting system drawings, textual system and equipment descriptions, discussions of and comparisons with similar systems, etc.***

PROPOSED IMPROVEMENTS TO THE RICE UNIVERSITY FILTERS AND UNITS

The Vendor should have a working knowledge and have performed an evaluation sufficient to suggest potential improvements to the Rice University filtration and AHU performance that will enhance the respective vendor's filter proposal and cost effectiveness. ***Provide data sheets detailing suggested improvements that may be made at Rice, including simple payback or rate of return calculations. Suggested improvements should be categorized as either provided at no cost to Rice by the Vendor (to be implemented upon contract changeover if approved by Rice), or may be cost estimated as a separate/additional item for possible funding by Rice. Particular attention should be paid to efforts to reduce manpower hours needed to maintain the performance of the filters and the units.***

VENDOR/REPRESENTATIVE EXPERIENCE/REFERENCES

The vendor must be a company primarily engaged in filtration and HVAC related services. In order to be considered, your firm must have been in business for a minimum of five (5) years. ***Enclose a copy of your firm's annual report or equivalent. Include copies or lists of technical papers, presentations, discussions of unique projects and problem resolutions. Provide an approximate total sales dollar value of the filter and HVAC service business you currently provide in the immediate Houston Metro area, as well as an approximate count of your customers as large or larger than Rice's asset count/asset size in the immediate Houston Metro area.***

APPENDIX A
EQUIPMENT DETAILS

FILTER SIZE	QUANTITY
24X24X2	471
20X25X2	342
12X24X2	115
16X25X2	146
20X24X2	195
10X20X2	3
20X20X2	175
12X20X2	10
12X16X2	4
16X20X2	400
16X16X2	165
18X24X2	45
16X24X2	349
25X25X2	8
18X25X2	148
22X27x2	2
15X20X2	87
14X18X2	2
18X22X2	2
15X18X2	2
17X26X2	1
18.5X17X2	4
15X16X2	3
15X24X2	14
22X25X2	2