

COLLEGE STATION I.S.D.
9304 ROCK PRAIRIE RED. COLLEGE STATION, TX. 77845
(979) 764-5408

**PURCHASING OFFICE
INTER-DEPARTMENTAL MEMO**

TO: Mike Martindale
DATE: April 4, 2018
SUBJECT: Fire Alarm System for Cypress Grove Intermediate

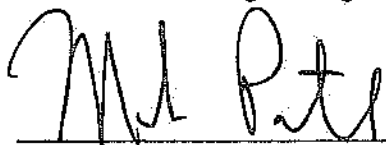
The Facilities Department has identified a fire alarm system at Cypress Grove Intermediate that is in need of replacement and upgrade. The current system has reached the end of its service life and is not functioning well.

VLK Architects prepared the drawings and specifications for this scope of work which were used by the Facilities Department to request a quote from API National Service Group to furnish and install a one to one replacement of the existing fire alarm system at this campus.

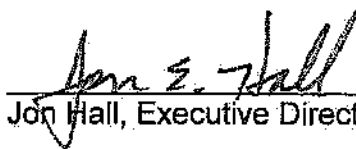
This fire alarm system and installation is available from API National Service Group through the Region 19 Allied States Cooperative (ASC) Contract #18-7278. Region 19 ASC Cooperative contracts have been competitively bid and meet the competitive bid requirements stipulated in Texas Government Code, Section 791.025.

It is the recommendation of Mark Pantel, Director of Purchasing and Jon Hall, Executive Director of Facilities that we purchase the Silent Knight Model 5820XL fire alarm system replacement for Cypress Grove Intermediate from API National Service Group for a total of \$98,240.00 per the above referenced Region 19 ASC Contract.

The funds for this purchase will be provided from the 2013 Bond Deferred Maintenance budget. The intent would be to order this system immediately after the school board meeting in April and have it installed by the vendor prior to classes resuming in August.



Mark Pantel, Director of Purchasing



Jon Hall, Executive Director of Facilities

3/29/2018

Quote #: G-1423

Attention: Walter McDaniel
College Station ISD

Regarding: Cypress Grove Alarm Replacement

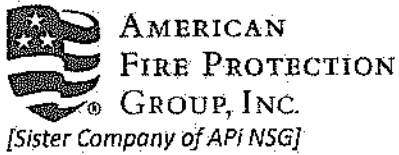
API National Service Group and American Fire Protection Group are pleased to present the following scope of work and proposal for the referenced property. All work will be performed in accordance with NFPA as well as state and the local authority having jurisdiction.

Scope of Work:

- Perform a one to one replacement of existing fire alarm system and not alter the existing design.
- Furnish and install (one) addressable 5820XL Silent Knight control panel to replace existing control panel.
- Furnish and replace (10) existing magnetic door holders.
- Furnish and install (1) remote annunciator located at front office.
- Furnish and replace existing notification devices with new System Sensor horn and or strobes. Each device type and location shall match what is currently installed, unless requested by owner.
- Furnish and replace existing automatic smoke and or heat detection devices with new compatible Hochiki SD type sensors. Addressable heat detectors to be programed to trip at higher temperatures kiln rooms as requested by owner.
- Remove any existing manual pullstations as noted on drawings and install blank stainless-steel cover plates over boxes.
- Furnish and replace existing duct smoke detection devices. Upon site walkthrough, only (20) duct smoke detectors were found and we have included a total of (20) duct smoke in our proposal to replace. If additional duct detectors are found, AFPG will provide additional price for the additional devices.
- Furnish and install intelligent power supplies as requested by owner.
- Furnish extra devices as required by specification. Note that no extra notification devices required by the specification. AFPG can provide additional pricing as owner's request.
- Installation shall be under the supervision of NICET Level III Certified Fire Alarm.
- Submit a letter of intent to the City of College Station Fire Department as required.
- Perform acceptance testing and AHJ witness testing as required.
- Furnish framed graphical fire alarm layout drawing with device address listing. Owner to provide the drawing file(s).
- Furnish and install additional detection devices for locations noted as requested by owner. These areas are on our fire alarm layout drawings.
- Furnish and install one carbon monoxide detector in boiler room as requested by owner.

Exclusions/Clarifications:

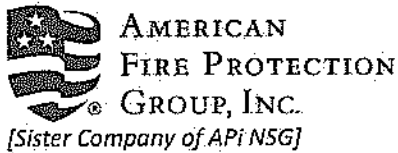
- Facilitate access to property and facilities; we will coordinate with the CM when the material is available to mobilize our crews. Our plan is to be provided access to the building during the month of June for unoccupied areas. Main construction to begin July 1st through August 9th.
- Painting, patching, and ceiling tile is specifically excluded.
- Painting junction boxes red has been excluded.
- AFPG excludes warranty on any existing wiring used.
- Routing, schematics, and or point to point wiring has been excluded. Since we plan to utilize most of the existing wiring, we cannot determine how the currently installed wire is installed or routed.
- System printer has been excluded from our pricing.
- Device guards have been excluded.
- Future wiring for portable building has been excluded.
- Heat detectors in science classroom has been excluded at owner's request.



- Others to provide dedicated 120vac circuit(s) at fire alarm control panel and auxiliary power supplies.
- We have excluded tax in our pricing.

Total: \$98,240.00

Unless specifically directed through specifications or written directions, the basis for our bid, the proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.



PAYMENT

Payment is to be made monthly as the work progresses to the value of 100 (%) percent of all work complete and material on job site. The entire amount of the contract to be paid within 30 days after completion. NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

TERMS AND CONDITIONS

THE PROPOSAL, TOGETHER WITH THESE TERMS AND CONDITIONS, CONSTITUTE THE ENTIRE AGREEMENT ("AGREEMENT") OF THE PARTIES.

1. CUSTOMER SPECIFICALLY AGREES TO ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ALL DAMAGES OR INJURY TO CUSTOMER, ALL PERSONS, WHETHER EMPLOYEES, OCCUPANTS, VISITORS, OR OTHERWISE, AND TO ALL PROPERTY, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER RELATING TO OR CONNECTED WITH, THE EXECUTION OF THE COMPANY'S WORK PROVIDED FOR IN THIS PROPOSAL, AND ALL ACTIVITIES RELATED THERETO; OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, IRRESPECTIVE OF WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES. THE CUSTOMER, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE COMPANY, ITS AGENTS AND EMPLOYEES FROM ALL SUCH CLAIMS AND LIABILITIES INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLAIMS AND LIABILITIES FOR WHICH THE COMPANY MAY BE OR MAY BE CLAIMED TO BE LIABLE ARISING OUT OF THE COMPANY'S NEGLIGENT WORK, ACTS, SERVICES, OR OMISSIONS, OR ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS, AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND UPON REQUEST, PROVIDE COMPANY EVIDENCE THEREOF.

2. CUSTOMER AGREES TO RELEASE COMPANY AND WAIVE SUBROGATION AGAINST COMPANY FROM ANY AND ALL CLAIMS COVERED UNDER SUCH INSURANCE POLICIES.

3. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES.

CUSTOMER AGREES TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS, TO A MAXIMUM OF \$ 5,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK TO BE PERFORMED, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTORS OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION APPLIES TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS BUT ONLY TO THE EXTENT PERMITTED BY LAW.

4. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.

5. THIS QUOTATION INFORMATION IS PROPRIETARY AND MAY NOT BE COPIED OR RELEASED OTHER THAN FOR THE EXPRESS PURPOSE OF THE CURRENT SYSTEM SELECTION AND PURCHASE. THIS INFORMATION MAY NOT BE GIVEN TO OUTSIDE PARTIES OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN CONSENT FROM API NATIONAL SERVICE GROUP.

PURCHASE ORDERS

In order to remain compliant with the ASC contract, please name all purchase orders to:

API National Service Group
1200 Old Highway 8 NW
New Brighton, MN 55112

PLEASE SEND ALL PURCHASE ORDERS TO: NJPA@api-nsg.us

ACCEPTANCE OF PROPOSAL

Please sign and return one copy of this agreement to our office and retain one copy for your records. The proposal is to be emailed to NJPA@api-nsg.us. If you have any questions regarding the proposed services, please do not hesitate to **contact Megan Mullowney at (888) 274-8595**.

The above proposal is accepted this _____ day of _____, 2018.

By: _____ Print Name _____