

**REQUEST FOR PROPOSAL
MIDWESTERN STATE UNIVERSITY
PURCHASING & CONTRACT MANAGEMENT DEPARTMENT
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308**

BID NUMBER

735-17-8169

BID TITLE

**Ligon Basketball Court
Resurfacing**

**BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL:
2:00 P.M.,
November 11, 2016 to:
the office's of the Director of Purchasing & Contract Management,
3410 Taft Blvd., Daniel Bldg., Rm. 202
Wichita Falls, TX. 76308**

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at <http://mwsu.edu/purchasing/>.

Sign the **Vendor's Affidavit Notice** and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.
2. **QUOTE F.O.B. DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.
3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.
5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**
6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.

7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**
8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.
9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.
11. Written and verbal inquiries pertaining to bids must give Bid Number and Commodity.
12. No substitutions or cancellations permitted without written approval of Director of Purchasing.
13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.
14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.
15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.
16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to

satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
18. **Variation in Quantity:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice showing bid number and purchase order number to:

**Midwestern State University
Accounts Payable
3410 Taft Blvd.
Wichita Falls, TX. 76308**

20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice whichever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.
21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as requested by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.
22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.
24. **E-Verify:** Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.

REQUEST FOR PROPOSAL
LIGON BASKETBALL COURT RESURFACING
MIDWESTERN STATE UNIVERSITY

It is the intent of these specifications to describe the minimum requirements for **the above titled project** at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University 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 the University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than November 1, 2016 to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

Midwestern State University may in its sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located

at <http://mwsu.edu/purchasing/>. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

~~PRE-BID MEETING: A pre bid meeting will be held at 10:00 a.m. on August 15, 2016 at the northwest corner of the Hardin building, exterior, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.~~

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management
3410 Taft Blvd. Daniel Bldg. Rm. 202
Wichita Falls, TX. 76308
stephen.shelley@mwsu.edu
(940) 397-4110

SPECIFICATIONS

RFP #735-17-8169

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:

<http://mwsu.edu/purchasing/>

~~Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:~~

~~<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>~~

Please supply schedule and lead time for project with bid:

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2005 Uniform General Conditions apply to this Bid and can be found at the below listed link:

<http://mwsu.edu/purchasing/contract-management>

A Bid Bond of 5% will be required with your Bid.

BID SHEET
LIGON BASKETBALL COURT RESURFACING
RFP#735-17-8169

Base Bid:_____

Company Name:_____

Print Name:_____

Signature:_____

Email:_____

Telephone:_____

D.L. LIGON GYMNASIUM FLOOR RESURFACING **SCOPE OF WORK**

DESCRIPTION:

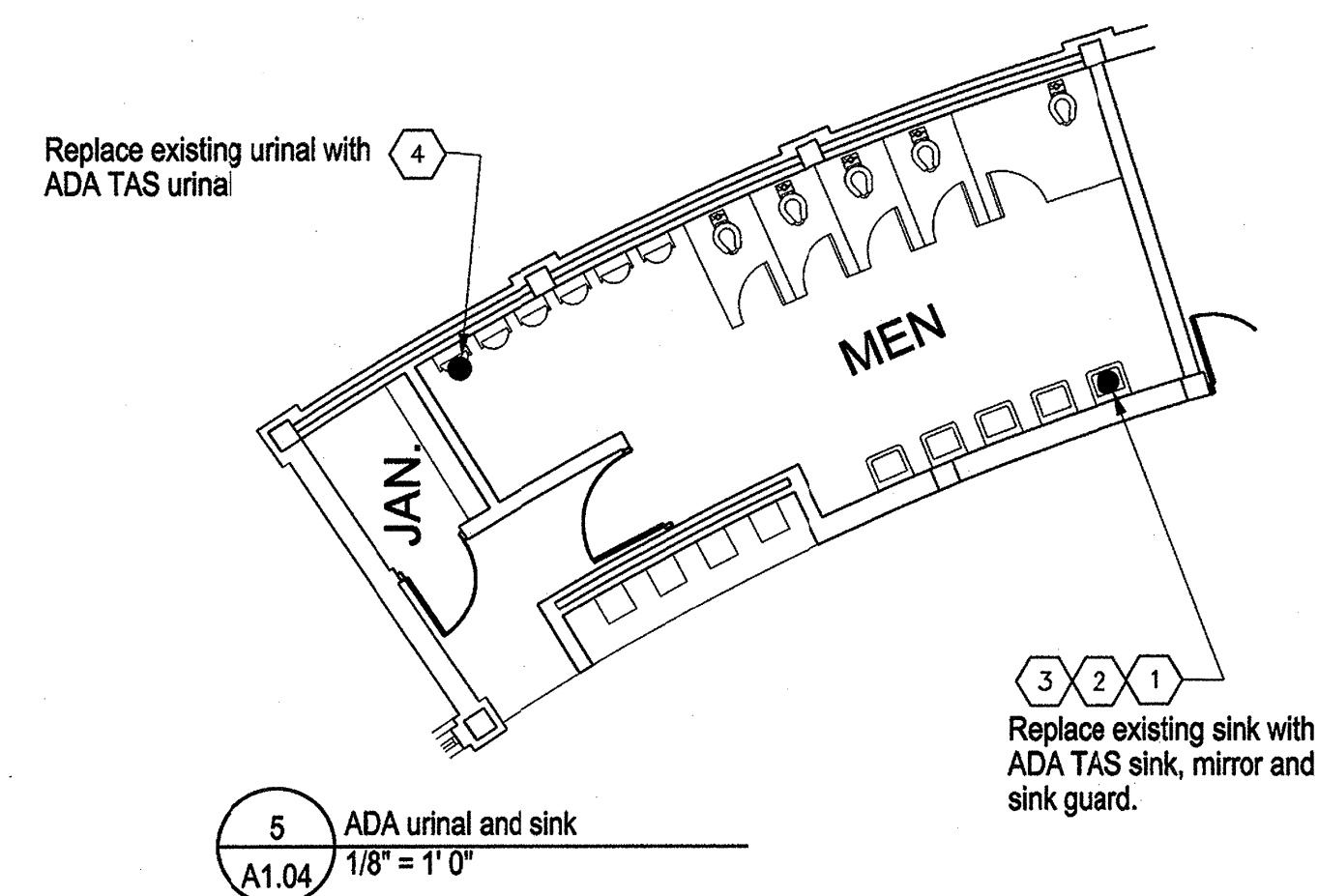
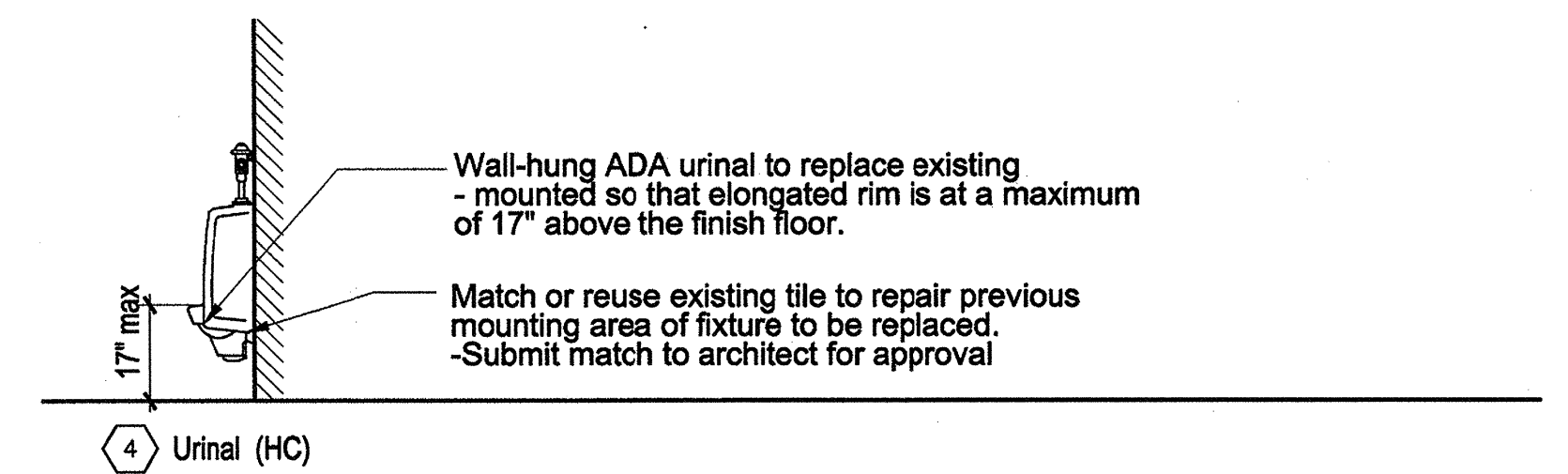
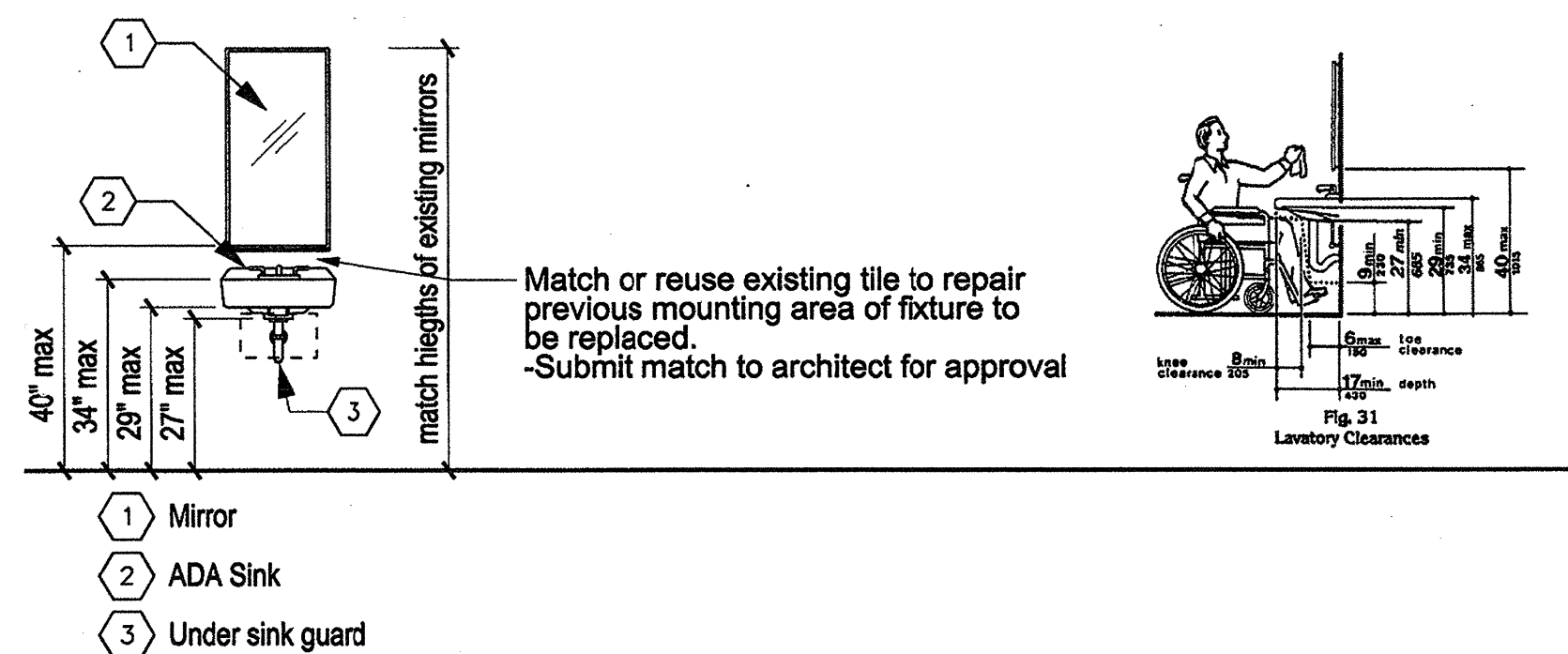
- 1) All equipment will be removed from the floor by Owner prior to the arrival of the Contractor to the site, EXCEPT the existing bleachers which will be pushed to the closed position. Refinishing under the bleachers is not part of this contract.
- 2) Floor area is approximately 14,500 square feet, but shall be verified by Contractor.
- 3) Sand the gymnasium floor up to the bleachers when they are folded up against the wall. Use a minimum of four grades of sandpaper (36, 50, 60, 80 grit) and an edger for all trim work. Screen disc entire floor with 80 grit screens. Vacuum entire floor area and tack rag floor 2+ times until all dust is removed. Sanding equipment shall be equipped with vacuum systems to minimize dust.
- 4) Due to the age of the floor, there are a few areas where cracks/holes need to be filled. The contractor is responsible for backfilling these areas to create a smooth flooring surface.
- 5) Apply coat of sealer using Hillyards Gold Medalist Wood Seal #326 or approved equivalent and allow to dry a minimum of 12 hours. Screen floor with 100 grit screens. Vacuum entire floor area and tack rag floor 2+ times until all dust is removed.
- 6) Paint maroon striping per NCAA Division II men's and women's basketball regulations (i.e., similar to existing), including a three point line that is 2" wide with the back edge measuring 20 feet, 9 inches from the center of the ring of the basket (this line currently exists on the floor) and the restricted area arc under the basket. There are two three point lines (outer is maroon, inner is gold) on the court and two restricted area arcs (inner is maroon, outer is black). Paint shall be Sherwin Williams Industrial Enamel paint or approved equivalent.
- 7) Paint black striping for partial basketball courts on each side of the main floor area (see attached photos and sketch for locations). Dimensions shall match existing (dimensions are NOT actually defined in the sketch; contractor responsible for duplicating the existing installation).
- 8) Paint maroon striping per NCAA Division II volleyball regulations in a similar manner to existing. Striping (colored maroon) shall be continuous to meet NCAA regulations. Extension lines to the sides of the center volleyball court shall be painted gold per existing.
- 9) Paint grey striping per drawing A1.04, "Deficiency A15" (and its related details) for handicap seating on the north and south ends of the playing surface.
- 10) Paint logos and stripes; reference sketch dated 9/27/16 for locations and photos for logo details. See sketch and photos data 9/27/16 for paint colors for a specific logo/text/art work (primarily black, some maroon, and a few gold). Installation shall be per the sketch; if there is a conflict with the photos, notify owner.
- 11) All painted lines shall have crisp edges with no bleeding underneath the masking tape. Dry film paint thicknesses shall be a minimum of 0.010"-0.014". Allow paint to dry 96 hours prior to burnishing for sealing.
- 12) All colors to be approved by Owner prior to painting.

- 13) Apply first coat of finish using Hillyards Gold Medalist Wood Floor Finish #285 or approved equivalent and allow to dry for a minimum of 12 hours. Burnish entire floor with steel wool or 120 grit screen. Apply a second coat of finish and allow to dry. Burnish entire floor with steel wool or 120 grit screen. Apply a third (i.e., final coat) of finish and allow to dry. Floor should cure for a minimum of 7 days hours prior to use.
- 14) Cleaning of the gymnasium from all related construction debris is the Contractors' responsibility.
- 15) Equivalent sealer, finish, and paint suppliers shall be approved by Owner prior to issuance of a PO. Substitutions shall be submitted with bid documents.
- 16) There are several (~10+) 110 VAC outlets in corner areas of the coliseum floor. Any additional power sources/requirements shall be provided by the Contractor.
- 17) Workmanship of the floor shall be warranted for a minimum of 1 year.
- 18) Equipment and installation shall be in compliance with MSU Construction Standards:

00 00 00	General Conditions
01 10 00	General Requirements
01 25 00	Substitution Form
01 78 36	Warranty Form
02 05 00	Demolition

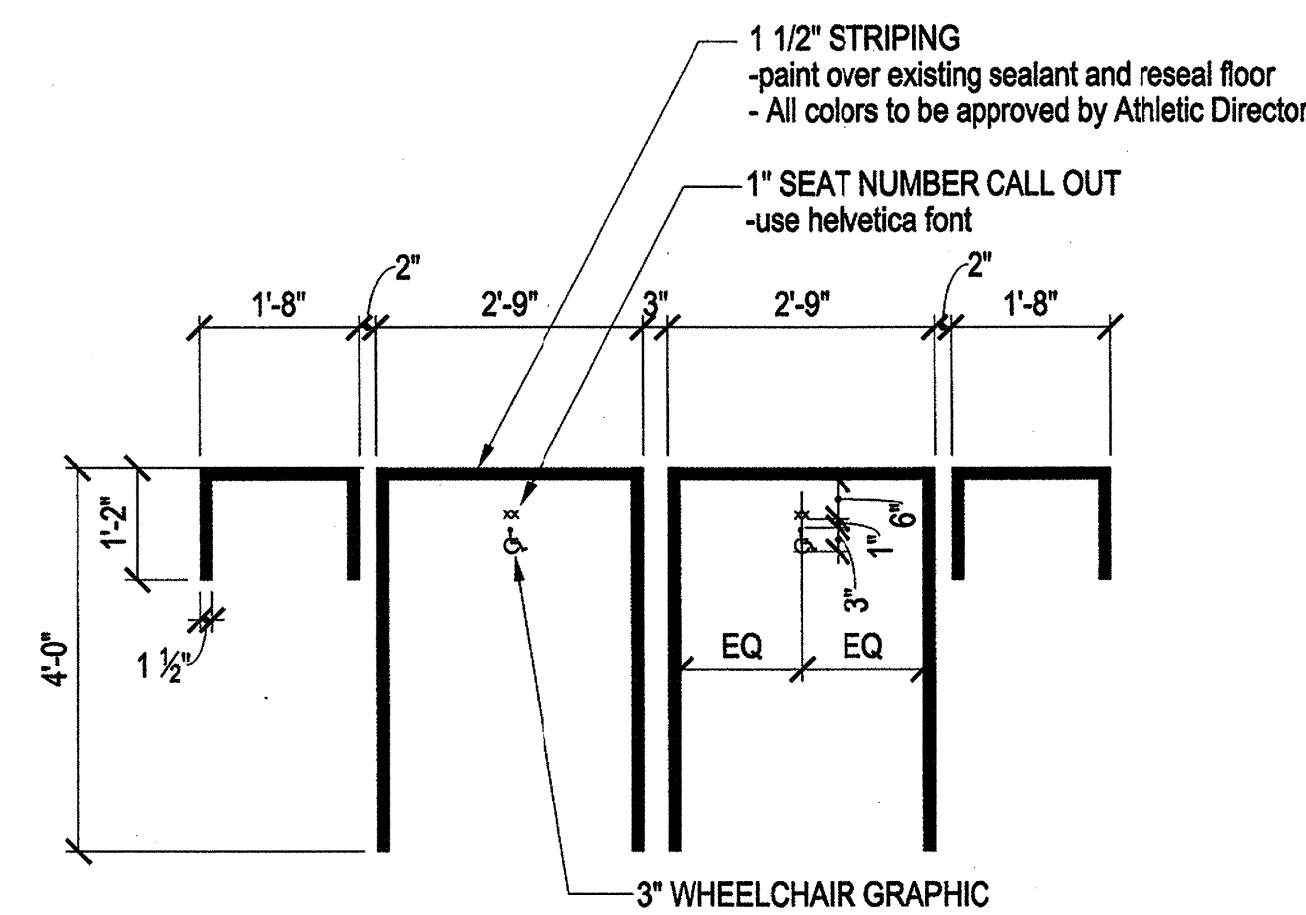
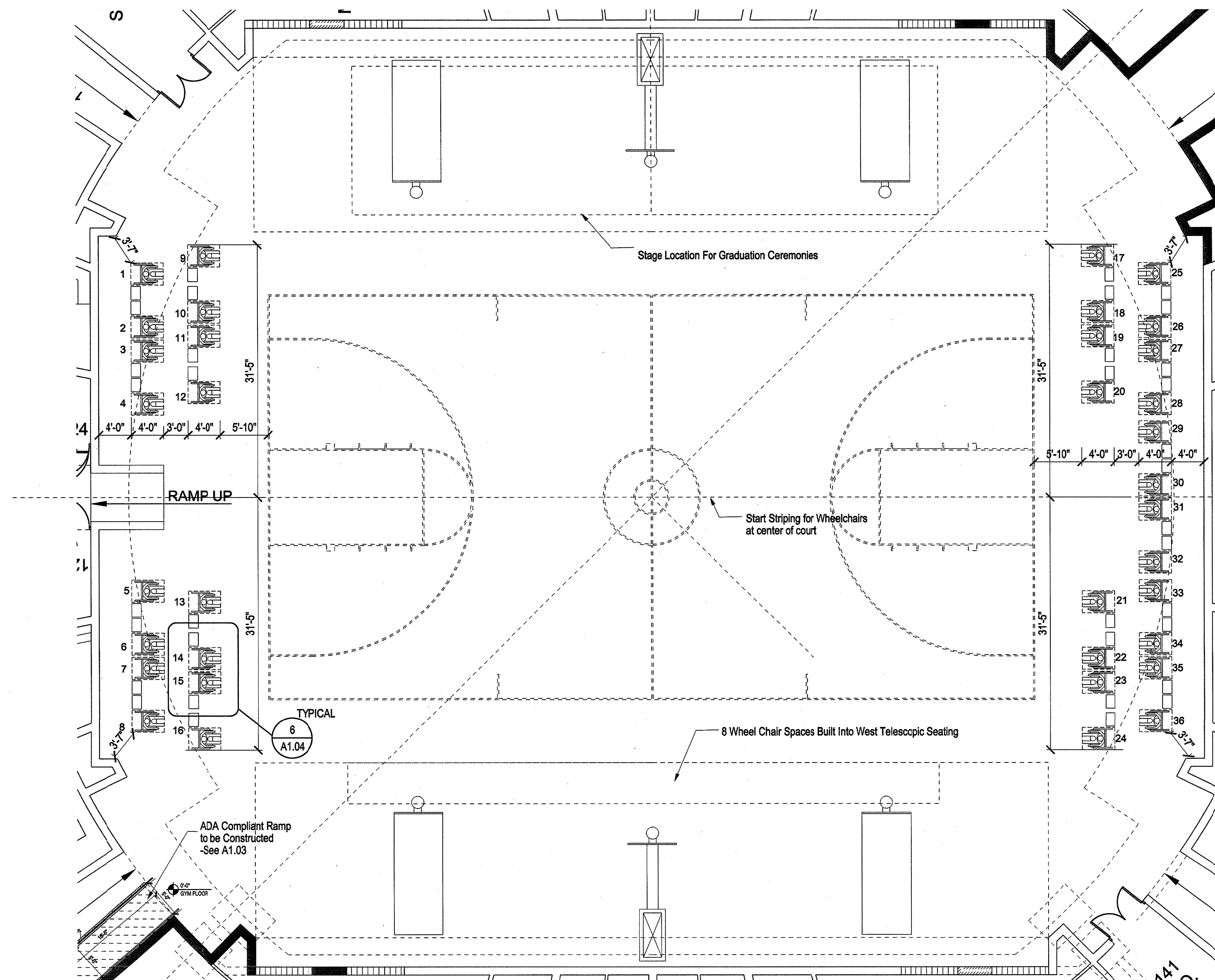
SCHEDULE:

Installation shall begin no earlier than May 15, 2017, with Final Completion being no later than June 4, 2017. The Final Completion date **INCLUDES** the seven days to fully cure the final finish coat since activities will begin on the floor June 5! It is preferred that all work will occur between 8 AM and 5 PM Monday through Friday. Since the availability of the coliseum is limited, the hours can be modified with prior approval to ensure completion of the project INCLUDING cure time by June 5, 2017 at 7 AM.

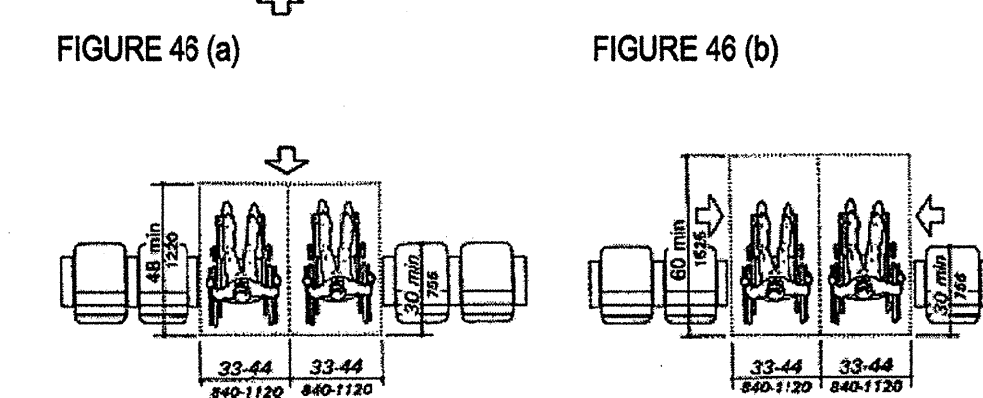
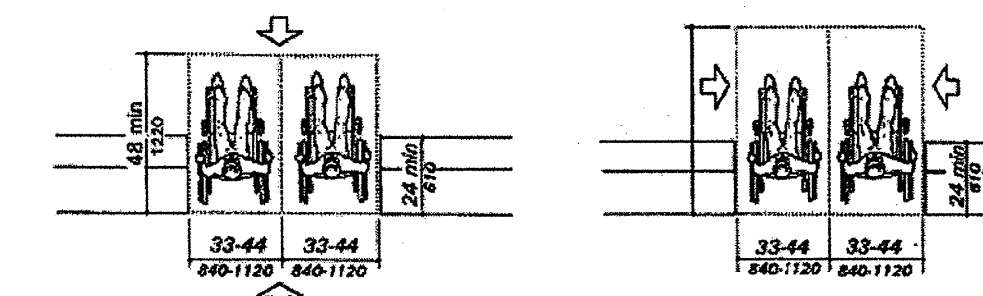


NOTE:
1-See plumbing specs for replacement fixtures.
2-See A1.00 (NE quadrant, Building B) for overall location.

A08 - DEFICIENCY: The northwest main corridor men's restroom of Building B lacks an ADA urinal and sink. (All the other toilet rooms are already ADA compliant.)
SOLUTION: Replace a set of fixtures with compliant fixtures.



6 ADA and TAS required wheel chair and companion seating dimensions
A1.04 1/2" = 1' 0"

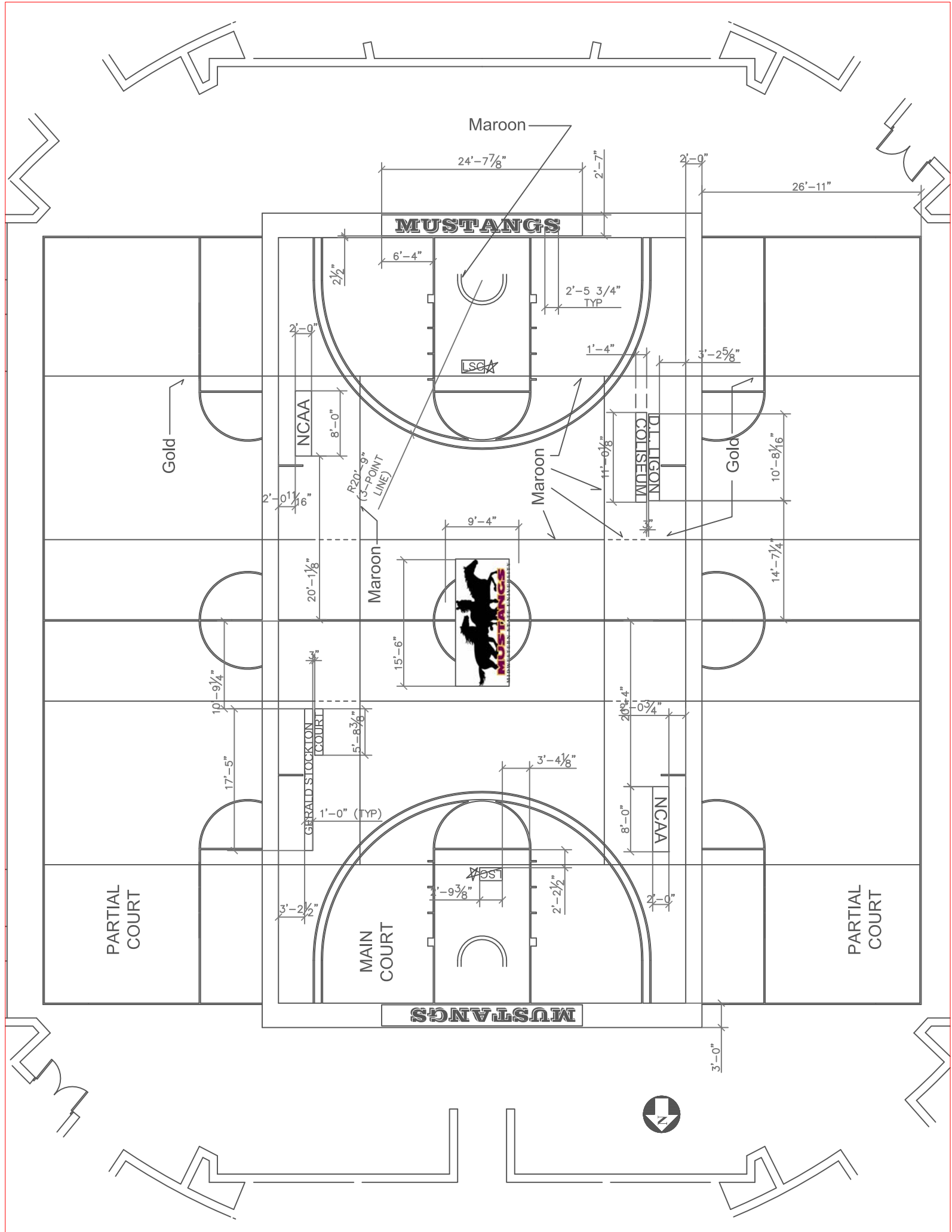


7 ADA and TAS required wheel chair and companion seating dimensions
A1.04 1/8" = 1' 0"

A15 - DEFICIENCY: The existing arena does not meet current standards as to quantity, distribution, and accessibility to ADA seating (TAS 4.33).
SOLUTION: Stripe floor to provide potential spaces for 44 wheelchairs on the floor for graduations (4,281 people*) and 32 spaces for basketball events (3,032 people*).

* 6 wheelchair spaces per first 500 seats, after that 1 additional space for each total seating capacity increase of 100.
(Reference: 4. Accessible Elements and Spaces: Scope and Technical Requirements --- <http://www.license.state.tx.us/ab/tas/abtas.htm>)

TITLES		SCALE: 1/8"		DATE:		SHEET	
DETAILS FOR MITIGATIONS A08, A09 AND A15		A104		NOT FOR CONSTRUCTION			
<p>MIDWESTERN STATE UNIVERSITY</p> <p>LIGON FACILITY - ADA /TAS/ FIRE PROTECTION & DETECTION / LIGHTING DESIGN</p>							
<p>PRIME CONSULTANTS:</p> <p>CAMPOS ENGINEERING, Inc. 7430 Greenville Avenue (214) 696-6291 (214) 361-6298 [FAX] Project No. #</p>							
<p>DESIGN:</p> <p>ENC.:</p> <p>DESIGN BY:</p> <p>CHECKED BY:</p> <p>APPR.:</p>							
<p>HEERY</p> <p>Copyright © 2008 by Heery Engineering, Inc. All rights reserved. This document is the property of Heery Engineering, Inc. and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Heery Engineering, Inc.</p>							
<p>03/17/08 95% - CONSTRUCTION DOCUMENTS 04/22/08 ISSUED FOR BID NO. DATE REVISION BY</p>							



MIDWESTERN STATE UNIVERSITY

00 00 00

GENERAL CONDITIONS

PART 1: GENERAL

1.01 Location:

- A. To review and obtain the Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, contact the Purchasing Department.
- B. The above General Conditions must be included in the A/E's Specification Manual.

1.02 Hierarchy of A/E Document Conflicting Information:

- A. If conflicts occur in the document information, the following order of hierarchy shall apply, 1) Midwestern State University System Uniform General and Supplementary Conditions for Building Construction Contracts, 2) A/E's Specification Manual, and 3) A/E drawings.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF DIVISION 00 00 00

SECTION 01 10 00 – GENERAL REQUIREMENTS
CONSTRUCTION STANDARDS

MIDWESTERN STATE UNIVERSITY

01 10 00

GENERAL REQUIREMENTS

PART 1: GENERAL

General Requirements, in addition to the Sections in this Division, will be developed by the Physical Plant, and issued to the A/E for inclusion to the A/E's specification Manual, specific to individual Projects.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 01 10 00

MIDWESTERN STATE UNIVERSITY

01 25 00

SUBSTITUTION FORM

PART 1: GENERAL

1.01 SUBSTITUTION FORM

A. The following form shall be used for product substitutions:

TO: ARCHITECT OF RECORD
OR
MIDWESTERN STATE UNIVERSITY PROJECT REPRESENTATIVE

PROJECT:

SPECIFIED ITEM:

Section _____ Paragraph _____ Description _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION _____

Upon submitting this Request for Substitution, the undersigned certifies that the following paragraphs are correct, unless otherwise modified on attachments:

1. Contractor has investigated the proposed substitution and believes that it is equal to or superior in all respects to specified item, and will conform to design requirements and artistic effect
2. Cost saving to Owner for accepting substitution: None ___
\$ _____
3. Contractor will pay the Architect and/or Engineers for additional studies, investigations, submittal reviews, redesign and/or analysis caused by the requested substitution and at no additional cost to Owner.
4. Substitution requires dimensional changes or redesign of structure or M & E Work No ___ Yes ___ (If yes, attach complete data).
5. Contractor will waive future claims for added cost to Contract caused by substitution.
6. Changes in contract time caused by substitution: No ___ Yes ___ Add/Deduct ___ days.
7. Adverse affect on other Trades caused by substitution: No ___ Yes ___ (If yes, explain on attachment).

SECTION 01 25 00 – SUBSTITUTION FORM
CONSTRUCTION STANDARDS

8. Contractor will modify other parts of the Work as may be required to make all parts of Work complete and functioning. Yes ___ (Explain on attached page if necessary)
9. Same type of warranty for specified product will be furnished for proposed substitution: Yes ___ No ___
10. Maintenance Service Available: Yes ___ No ___
Where? _____
11. Contractor has complied with requirements of the Midwestern State University's Design Guidelines and Construction Standards and Contract Documents as part of request for substitution, and has completely filled-in this form.

REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEM:
See attached ___ Not required ___

Submitted by:

Signature _____

Firm _____

Address _____

Date _____

Telephone _____

For Use by Architect:

___ Approved

___ Approved as noted

___ Rejected

Rejected only for conformance with

Design Concept of Project and with

Information in Contract Documents.

Signature _____

Date _____

REQUIRED ATTACHMENTS:

- A. Product Data for Specified Item: Clearly marked to indicate full compliance with specification section and Contract Documents: Attached
- B. Product Data for Substitution: Clearly marked for adequate evaluation and comparison with data submitted for specified item: Attached ___
- C. Samples: Attached ___ Not Required ___
- D. Cost Data and Implications of Substitution: Attached ___ Not required ___
- E. Contractor's Comments: Attached ___ Not required ___
- F. Manufacturers certifications on asbestos and PCB: Required/must be attached
- G. Other: _____

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 01 25 00

SECTION 01 78 36 WARRANTY FORMS
CONSTRUCTION STANDARDS

MIDWESTERN STATE UNIVERSITY

01 78 36

WARRANTY FORMS

PART 1: GENERAL (NOT USED)

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION

3.01 CONTRACTOR'S SAMPLE WARRANTY

Project Warranty for _____

Whereas, _____ (Contractor),

Address _____

Telephone (____) ____ - _____ ext. ____ has performed _____

(Work) on the following Project _____

Address _____

WHEREAS, The Contractor has agreed to warrant said Work _____

NOW, THEREFORE, the Contractor hereby warrants said Work in accordance
with the terms hereof, complying with the terms of the Contract with the Owner
dated _____ that _____

WARRANTY PERIOD _____ STARTING _____ TERMINATING _____

IN WITNESS THEREOF, this instrument has been duly executed this _____ day
of _____ 20____ for Contractor (typed name) as its (position).

Name of Firm _____

Address _____

And has been countersigned in accordance with terms and conditions, for the
Manufacturer (typed name) _____

as its _____ (position).

Name of Firm _____

Address _____

Signed by (print name): _____ Signature: _____

Title: _____ Date: _____

SECTION 01 78 36 – WARRANTY FORMS
CONSTRUCTION STANDARDS

3.02 MANUFACTURER’S SAMPLE WARRANTY

Project Warranty for _____
Whereas, _____ (Manufacturer),
Address _____
Telephone (____) ____ - _____ ext. _____ has furnished/provided _____
(product) on the following Project : _____

Address _____
Constructed by _____ (Contractor).
Address _____
For _____ (Owner).
Address _____
WHEREAS, the Manufacturer, through the Contractor, has agreed to warrant
said product _____

NOW, THEREFORE, the Manufacturer hereby warrants said product accordance
with the terms hereof, complying with the terms of the Contract between the
Contractor and the Owner dated _____ that _____

WARRANTY PERIOD, STARTING _____, TERMINATING _____
IN WITNESS THEREOF, this instrument has been duly executed this _____ day
of _____ 20____ for Manufacturer (typed name) as its _____

(position).
And has been countersigned in accordance with terms and conditions.
for the Contractor (typed name) _____
as its _____ (position).

Signed by (print name): _____ Signature: _____

Title: _____ Date: _____

SECTION 01 78 36 – WARRANTY FORMS
CONSTRUCTION STANDARDS

3.03 OWNER’S REQUEST FOR WARRANTY WORK BY CONTRACTOR

Project Warranty for _____
_____ under PO _____.

Whereas, _____ (Contractor),

Address _____.

Telephone (____) ____ - _____ ext. _____ was responsible for installation of equipment that has failed to meet acceptable standards during its warranty period in the following manner: _____

_____.

Address of failed equipment _____.

Date of failure first observed: _____.

Date reported to Contractor: _____ Contact: _____.

The Contractor will investigate the repair or replacement of the equipment and return the equipment to its original design condition in a timely manner.

Contractor to fax or e-mail the following information to Owner’s Representative upon receipt of this document:

Time and date Contractor to investigate repairs on site: _____.

Contractor to fax or e-mail the following information to Owner’s Representative PRIOR to beginning the following task:

Time and date Contractor to begin on site repairs: _____.

Contractor to fax or e-mail the following information to Owner’s Representative AFTER completing the following task:

Date Contractor completed on site repairs: _____.

Repairs will **not** be considered complete until the following written acceptance has been issued to the Contractor by the Owner’s Representative:

Accepted by (print name): _____ Signature: _____

Title: _____ Date accepted: _____

END OF SECTION 01 78 36

MIDWESTERN STATE UNIVERSITY

02 05 00

DEMOLITION

PART 1: GENERAL

1.01 Scope of Standard

- A. This standard provides general guidance concerning the specific preferences of the Midwestern State University for demolition.
- B. Midwestern State University recognizes that project conditions and requirements vary, thus precluding the absolute adherence to the items identified herein in all cases. However, unless there is adequate written justification, it is expected that these guidelines will govern the design and specifications for Midwestern State University projects.

1.02 Quality Assurance

- A. Conduct all demolition work in accordance with OSHA and EPA requirements.
- B. Use only firms or individual trades qualified to perform work required under this section.

1.03 Submittals

- A. Details of proposed methods and operations.
- B. Schedule of coordination for shut-off, capping and continuation of utility services.
- C. Detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's operations.
- D. Shop drawings: When items of matching and repairing require drawings for clarification of intent.

SECTION 02 05 00 – DEMOLITION

CONSTRUCTION STANDARDS

1.04 Job Conditions

- A. Perform preliminary investigations as required to ascertain extent of work. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.
- B. Before start of work, obtain and pay for all permits required by all authorities having jurisdiction and notify all interested utility companies.
- C. Obtain approval of authorities having jurisdiction for work which affects existing exit ways, means of egress, or access to, or exit from, areas.
 - 1. Review with and obtain approval of Physical Plant Director for any temporary construction which affects such areas.
 - 2. Obtain approval of fire authorities.

PART 2: PRODUCTS

2.01 Patching Materials

- A. Use materials as required to repair and match items.

PART 3: EXECUTION

3.01 Pollution Controls

- A. Use temporary enclosures and other methods necessary to limit spread of dust, dirt and air pollution.
- B. Clean adjacent structures and improvements of all dust, dirt, and debris caused by demolition operations.
- C. Return areas to condition existing prior to start of work.

3.02 Operation Procedures

- A. Start and complete work as established by approved schedule. Schedule work so as not to interfere with normal operations of the Owner. Present schedule at least seven calendar days prior to commencing work.
- B. Protect occupants from injury and discomfort.
- C. Protect property to remain.

SECTION 02 05 00 – DEMOLITION
CONSTRUCTION STANDARDS

- D. Conduct operations to insure minimum interference with roads, walks, entrances, exits, and other adjacent occupied facilities.
- E. Provide barricades safety light as required.
- F. Install a temporary safety fence (minimum 4' tall) around the perimeter of the construction area prior to beginning any demolition. Fence shall be maintained by Contractor at all times throughout the construction project.
- G. Provide temporary weather protection as necessary to prevent damage to existing facilities and discomfort to persons in occupied areas.

3.03 Demolition – General

- A. All work under this section involving public corridors to be done at a time most convenient to the Owner.
- B. Owner assumes no responsibility for actual condition of structures to be demolished.
- C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable.
- D. Transport salvaged items from site as they are removed.
- E. Storage or sales of removed items not permitted on site.
- F. Do not use explosives.
- G. Do not close or obstruct private drives, walks or other occupied or used facilities unless approved in writing.
- H. Do not close or obstruct public thoroughfares or walks unless approved by authorities having jurisdiction.
- I. Provide alternate routes around closed or obstructed traffic ways.
- J. Conduct operations to prevent damage by falling debris or other cause to adjacent buildings, structures, and other facilities as well as persons.
- K. Promptly repair damage to adjacent facilities caused by demolition, as directed by Architect, at no cost to Owner.
- L. Maintain existing utilities indicated to remain, and protect against damage during demolition.

SECTION 02 05 00 – DEMOLITION
CONSTRUCTION STANDARDS

- 1. Provide temporary services during interruptions to existing utilities, as acceptable to Architect.
- M. Before starting demolition, employ a certified rodent and vermin exterminator and treat entire space in accord with governing health laws and regulations.

3.04 Disposal Or Salvage Of Materials

- A. Remove demolition debris from site.
- B. Do not burn materials on site.

3.05 Clean Up

- A. Remove all debris, rubbish, and materials resulting from cutting, demolition or patching operations.
- B. Transport materials and legally dispose of off-site.

END OF SECTION

NCAA



A photograph of a basketball court floor. The floor is made of light-colored wood planks. In the background, there are maroon bleachers and a basketball hoop. A basketball is on the floor near the bleachers. The text "D.L. LIGON COLISEUM" is painted in large, bold, black letters on the floor.

D.L. LIGON
COLISEUM



COLISEUM



MUSTANGS

MSU





**GERALD STOCKTON
COURT**







ON
RT







VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/CompanyName: _____

Address: _____

ContactPersonandTitle: _____

Phone: _____ Fax: _____

Contract Period: _____ ScopeofWork: _____

REFERENCE TWO

Government/CompanyName: _____

Address: _____

ContactPersonandTitle: _____

Phone: _____ Fax: _____

Contract Period: _____ ScopeofWork: _____

REFERENCE THREE

Government/CompanyName: _____

Address: _____

ContactPersonandTitle: _____

Phone: _____ Fax: _____

Contract Period: _____ ScopeofWork: _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Email _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____,
20 _____.

Notary Public in and for the
State of Texas.

**PURCHASING AGREEMENT
BETWEEN
MIDWESTERN STATE UNIVERSITY
AND**

Choose an item.

This Standard Purchasing Agreement ("Agreement") is entered into between the **Midwestern State University ("University") and, ("Contractor")**. University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." The Parties mutually agree and covenant as follows:

1. **TERM:** The term of this Agreement ("Term") will begin on _____, and end on _____, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.

2. **GOODS/SERVICES :**

☐ Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, or any other similar document of Contractor and this Agreement, this Agreement will prevail.

3. **COMPENSATION:** Check one box only:

☒ **This is a fixed price contract.** University will pay Contractor the amount of **\$0.00**.

☐ **This is not a fixed price contract.** University will pay Contractor an amount not to exceed \$ _____ based on an hourly fee and /or other method of calculation as follows:

☐ **This is not a fixed price contract and will be performed on a service-order basis.** University will pay Contractor an amount not to exceed \$ _____ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of services.

4. **PAYMENT TERMS:** Contractor shall submit detailed invoices to University describing the services rendered the times when such services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving goods or invoices, whichever occurs later. Payment terms are subject to Chapter 2251 of the *Texas Government Code*. Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of §3402(t) of the *Internal Revenue Code*. University, an agency of the State of Texas, is exempt from Texas sales and use tax on goods and services in accordance with §151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (TAC) Section 3.322.

Notwithstanding any contrary provision of this Agreement, each payment obligation of the University created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the goods or services. If such funds are not allocated and available, this Agreement may be terminated by the University. The University shall notify Contractor at the earliest possible time before such termination. No penalty shall accrue to the

**PURCHASING AGREEMENT
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University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or any damages as a result of termination under this section. This provision shall not be construed so as to permit the University to terminate this Agreement in order to purchase, lease, or rent similar goods or services from another party.

5. **ELIGIBILITY TO RECEIVE PAYMENT:** In accordance with Section 231.006 of the *Texas Family Code* and Sections 2155.004 and 2155.006 of the *Texas Government Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the *Texas Government Code*, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor agrees that payment under this Agreement will be applied to the debt or delinquent taxes are paid in full. And pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the services, Contractor will be deemed an independent contractor and not the University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services. Contractor shall perform the services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.
- ☐ Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any employment with Midwestern State University) within the past two (2) years; if so, Contractor must attach a separate statement setting for the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of the Contractor's duties.
7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
8. **OWNERSHIP OF WORK PRODUCT:** All work products, including any software, research, reports, studies, data photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligation under this Agreement will be deemed work for University upon completion, termination or cancellation of this Agreement. Any program data or other materials furnished by University for use by Contractor in connection with the services performed under this Agreement will remain University's property.
9. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees,

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agents, contractors or subcontractors.

10. **INSURANCE:** Unless an appropriate University representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with general liability insurance coverage of \$1,000,000 per occurrence. If, during the term, Contractor will enter University property, Contractor shall also maintain the following insurance: (i) worker's compensation coverage as required by law with statutory limits for the State of Texas, including employers liability coverage of \$500,000 per accident; (ii) commercial automobile liability coverage of \$1,000,000 combined single limit; (iii) for engineers and architects only: professional liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: builders risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against University. Comprehensive general liability and commercial automobile liability policies must name University as additional insured. Contractor shall provide certificates of Insurance evidencing the insurance requirements prior to the start of work.
11. **INSPECTION AND ACCEPTANCE OF SERVICES:** University reserves the right to inspect the services provided under this Agreement at all reasonable times and places during the term. If any of the services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the services again in conformity with such requirements, with no additional charge to the University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.
12. **RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to the University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must be FOB destination.
13. **COMPLIANCE:** Contractor shall observe and abide by all applicable state and federal law requirements and University policies and procedures. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws as it relates to the terms and conditions of this Agreement.
14. **CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protect/privacy laws and regulations and University policies.
15. **PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.
16. **SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of

**PURCHASING AGREEMENT
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Choose an item.

the services.

17. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code]
18. **TRAVEL EXPENSES:** In the event the Agreement requires the University to reimburse Contractor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.
19. **BONDS:** If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.
20. **AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditors and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
21. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
22. **DEFAULT:** A party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, upon written notice to the defaulting Party, the non-defaulting Party may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.
23. **TERMINATION FOR CONVENIENCE:** University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor. University will only be liable for payment for Services received prior to the effective date of such termination.
24. **NOTICE:** Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notice will be effective at the date: (i) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt required, or (iii) received by facsimile.
25. **BREACH OF CONTRACT CLAIMS:** To the extent Chapter 2260 of the *Texas Government Code* is applicable to this Agreement and is not preempted by other law, the dispute resolution process provided by Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against University that cannot be resolved in the ordinary course of business. An event or claim for breach of contract is not grounds for Contractor to suspend performance under this Agreement. The Parties specifically agree that (1) neither the execution of the Agreement by

**PURCHASING AGREEMENT
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Choose an item.

University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the State's sovereign immunity to suit; and (2) University has not waived its right to seek redress in the courts.

26. **FUNDING CONTINGENCY:** University's performance under this Agreement may be dependent upon appropriation of funds by the Texas State legislature ("Legislature") and/or allocation of funds by University's Board of Regents ("Board"). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, University may terminate this Agreement without liability by providing written notice to Contractor.
27. **CONTRACTOR REPRESENTATIONS:** If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
28. **WAIVER:** Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as waiver of any subsequent breach.
29. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights obligations that, by their nature and context, are intended to survive termination or expiration.
30. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
31. **LIMITATIONS:** The University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; and confidential information. Terms and conditions of this Agreement relating to these limitations will only be binding on the University to the extent permitted by the Constitution and the laws of the State of Texas.
32. **JURISDICTION AND VENUE; GOVERNING LAW:** It is expressly understood and agreed that the location and place of performance for this Agreement is stipulated to be in Wichita Falls, Wichita County, Texas, and the proper place of venue for suit of all disputes arising under this Agreement shall solely be in Wichita County, Texas. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions hereof will be construed, interpreted and applied in

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Choose an item.

accordance with and governed under the laws of the State of Texas.

33. **AUTHORITY:** The person signing below on behalf of the University and Contractor warrants that he/she has the authority to execute this Agreement according to its terms.
34. **OFFICIAL NOT TO BENEFIT:** No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this Agreement or to any benefit that may arise there from.
35. **NONDISCRIMINATION:** Contractor shall comply with State of Texas and federal civil rights laws and University policies prohibiting discrimination and harassment. Contractor shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability that is unrelated to the individual's ability to perform the duties of a particular position. A breach of this covenant may be regarded as a material breach of this Agreement.
36. **NON-ASSIGNABLE CONTRACT:** This Agreement cannot be assigned, in whole or in part, by either party.
37. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representation and understanding made by the Parties relating to such subject matter. This Agreement may not be waived, altered, amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement with University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.
38. **EFFECTIVE DATE:** This Agreement shall be deemed to be effective on _____ and is signed by the respective Parties on the dates of their respective signatures as appear below.

<p>INSURANCE REQUIREMENTS WAIVER - IF the Insurance Requirements are not applicable to the services or if University otherwise chooses to waive such requirements for purposes of this <u>Agreement</u>, the appropriate University representative may waive the requirements by initialing here -----> _____.</p> <p>Otherwise, Contractor must satisfy the insurance requirements specified in this Agreement.</p>
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**PURCHASING AGREEMENT
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AND**

Choose an item.

IN WITNESS WHEREOF:

Midwestern State University:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

_____:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SAMPLE