
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 No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.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 cost 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 request 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
TENNIS 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 December 31, 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 #735-17-8170

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
TENNIS COURT RESURFACING
RFP#735-17-8170**

Base Bid: _____

Company Name: _____

Print Name: _____

Signature: _____

Email: _____

Telephone: _____

TENNIS COURTS (8) RESURFACING SCOPE OF WORK

DESCRIPTION:

Resurface eight tennis courts (~54,000 SF) and surrounding concrete areas located at the northwest corner of Midwestern Parkway and Council Drive per the following:

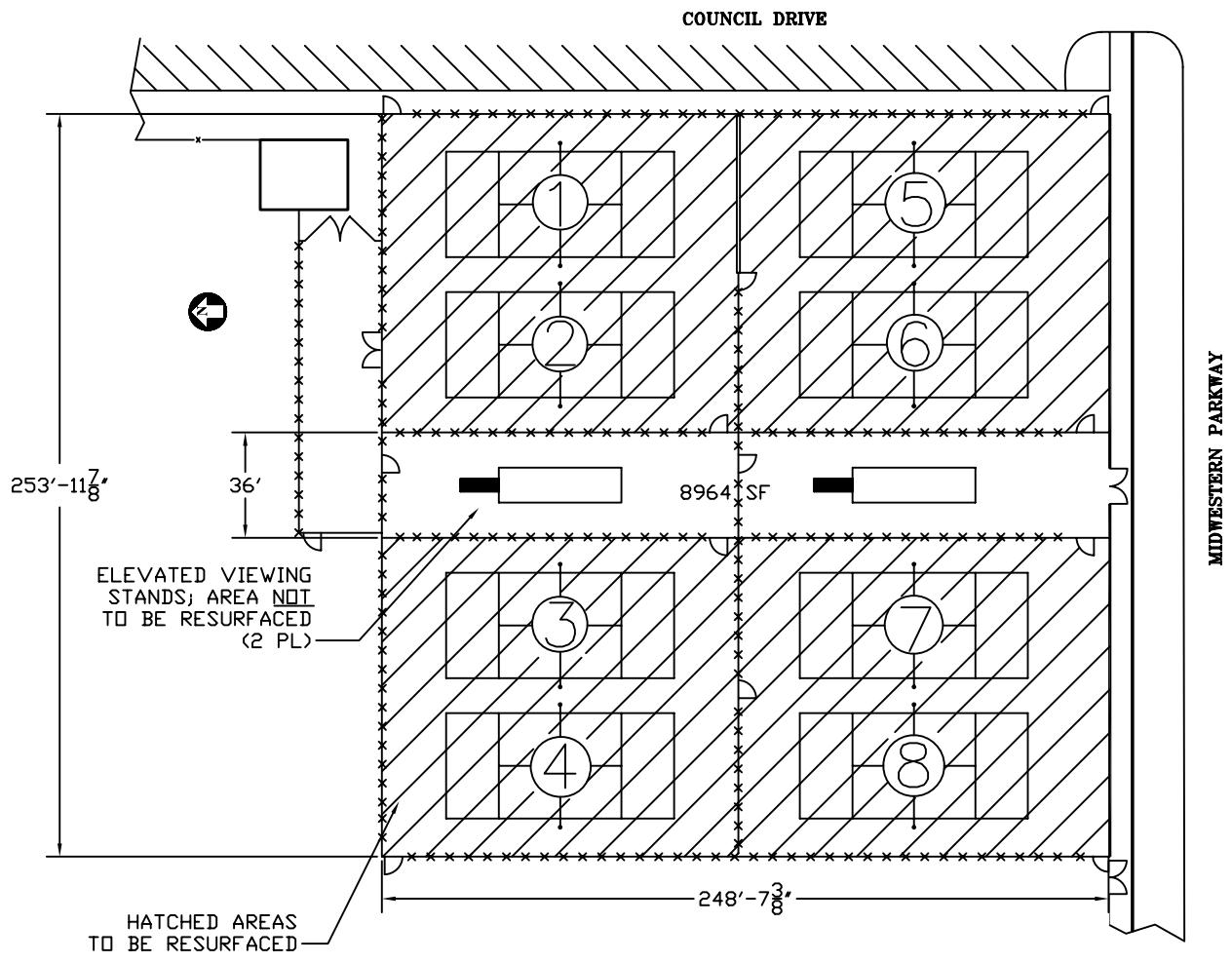
- 1) Remove existing nets and posts.
- 2) Remove ALL existing layers of paint/patch material to expose the original concrete installation. Clean this surface area by removing dirt, algae, mildew, etc. with a 4,000 psi power washer with a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings (power washer use shall NOT result in significant "hills and valleys" in the surface; it shall be uniform). Contractor is responsible for containing the debris and disposing of it off site. Power washed debris that lands on adjacent grassy areas shall be removed by the contractor.
- 3) The existing surface has many cracks of varying length and width, with some of the more severe ones ~1/4" in width.
- 4) The ~9,000 square foot area under the elevated viewing stands between the courts is NOT part of this contract. Cleaning, patching, or painting of these two ~4,500 square foot areas is excluded from the contract.
- 5) Clean out all cracks and refill with Laykold Deep Patch crack filler. All cracks >1/4" in width shall have at least a 6" membrane installed over the crack such as Armor Crack Repair System, <http://www.armorcrackrepair.com/> (or equivalent). Construction joints underneath the nets and between the courts shall be cleaned, but NOT filled with crack filler.
- 6) Flood and patch courts to U.S. Tennis Association specs using Laykold Deep Patch crack filler. If more than one coat is required to meet USTA specs, Contractor shall sand and scrape before applying a new coat. The finished court should not, 45 minutes after flooding with water, hold sufficient surface water to cover a quarter size (i.e., 25¢) area.
- 7) All repairs to be ground smooth.
- 8) Mask off all supports, fence posts, utility poles, etc. that are mounted to the green surface area to ensure they are not painted. It is not necessary to remove this equipment to paint the courts.
- 9) Court Playing Speed: The finished courts and lines shall be textured for a slow to medium play finish. Consult with owner prior to final determination on playing speed.
- 10) Apply TWO textured filler coats of Laykold Acrylic Resurfacer using a 40-60 mesh silica sand.
- 11) Apply two textured color coats of Laykold Colorcoat Concentrate using an 80-100 mesh silica sand. Color shall be light green on non-court surfaces, "US Open blue" on court surfaces (see "Blue" on "inner court surfaces at <http://www.sportmaster.net/courtdesigner/> for an example of the blue color and clarification on areas to be blue versus green), and shall be approved by Owner prior to application.

- 12) Paint new white stripes on courts to UTSA dimensional standards using Laykold White Line Paint. Paint shall include rounded silica sand in the mix. Drawing note 1 of the UTSA standards states that "all dimensions are to the outside edge of the playing lines, with the exception of the center lines which are measured out to the center"
(<http://assets.usta.com/assets/1/15/78%20foot%20%20court%20layout%2012-7-10.pdf>). The contractor shall ensure this dimensional requirement is satisfied.
- 13) Repaint existing net posts dark green with Rustoleum or equivalent paint, and reinstall existing nets. Surface prep includes cleaning of existing posts with a suitable solvent only.
- 14) Paint eight (8) MSU mustang logos on the tennis courts in the areas indicated on attached 3-20-12 S. Linn sketch. The stencil for the logos shall be provided by Owner and is 4' x 7'. Stencil to be returned to Owner upon completion of the work. Logos to be painted white using the same materials and procedures identified in this SOW.
- 15) Remove all construction related debris from the premises.
- 16) Equivalent substitutions for all Laykold or Rustoleum products shall be submitted with the Contractor's bid and shall be approved by Project Engineer prior to installation. Contractor to submit a spreadsheet with a side by side comparison of properties listed so Owner can easily compare the materials.
- 17) Power from 110VAC, 15 amp circuits are available for the Contractor's to use. If higher voltage requirements are necessary, the Contractor is responsible provide it.
- 18) All work shall be in accordance with the following MSU Construction Standards:

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

SCHEDULE:

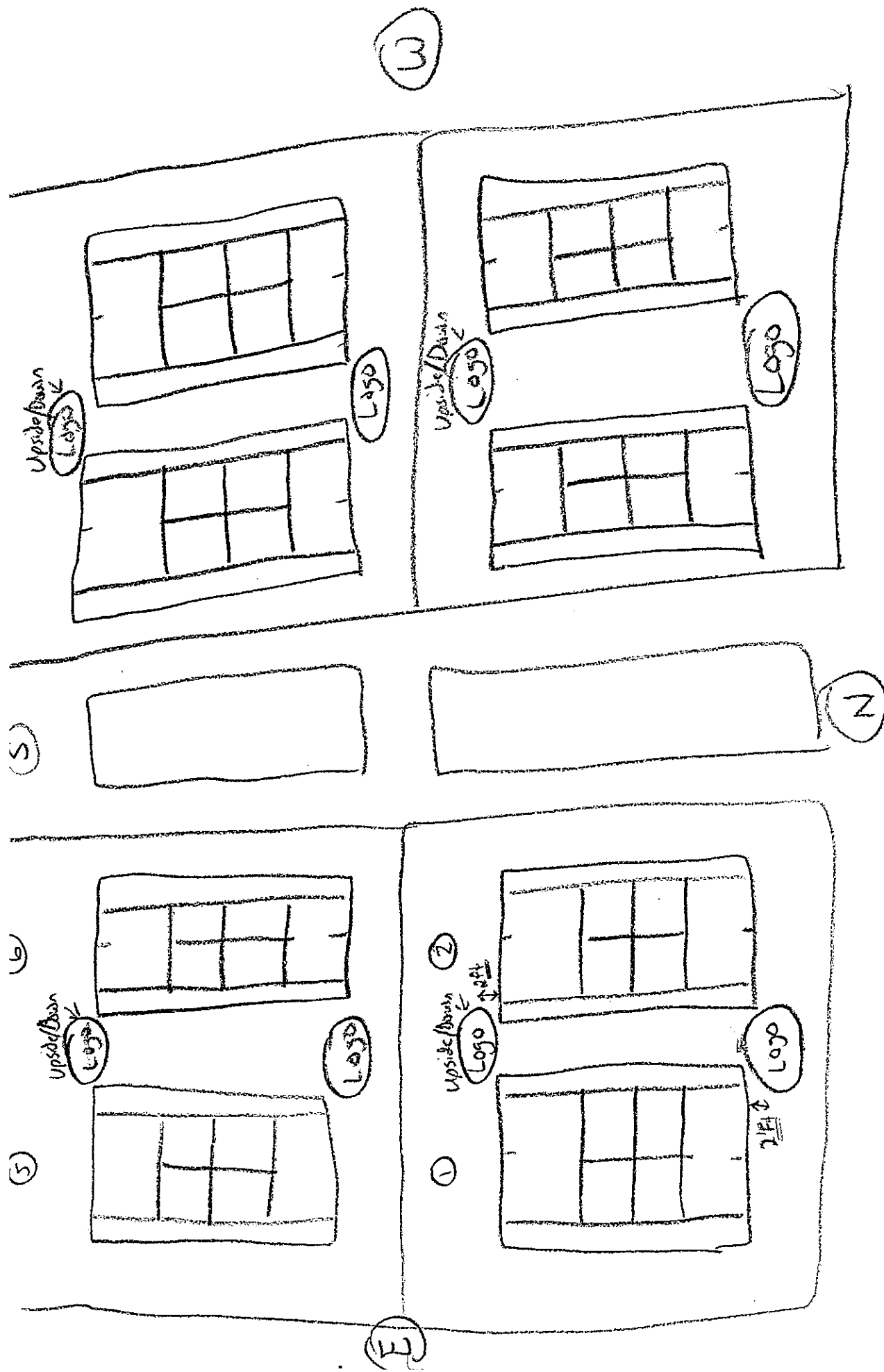
All work for the courts shall occur between May 22 and June 12, 2017, including weather days and punch list items. Contractor shall submit a completion schedule with their bid.




MIDWESTERN STATE UNIVERSITY
 TENNIS COURTS RESURFACING AREA
 DATE: 10/15/07 SCALE: 1/84"=1'-0" BY: K.C.O. SH: 1 OF 1



MUSTANGS



Logo is 4' x 7'

"Logo is 3 running horses as seen on Athletic Main Page"

Logos should be 2ft behind the baseline on each side.

Scott Linn
3-20-12

**DIVISION 00 00 00- GENERAL CONDITIONS
CONSTRUCTION STANDARDS**

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

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 arid PCB: Required/must be attached
- G. Other: _____

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

END OF SECTION 01 25 00

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

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.

**AGREEMENT BETWEEN
MIDWESTERN STATE UNIVERSITY
AND**

CONTRACT NO.

This Agreement made the _____ day of _____ in the year 20____, by and between _____, hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled _____. These drawings and specifications prepared for Midwestern State University by _____, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as **Exhibit 2**.

DRAWINGS: See attached as **Exhibit 2**.

ADDENDA: See attached as **Exhibit 2**.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract:

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within _____ () calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of (\$ _____), and make payment on account as hereinafter provided.

ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 3**. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of (\$) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this 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.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative.

Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, University's Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

SAMPLE

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

MIDWESTERN STATE UNIVERSITY

By: _____
Signature

Print name

Date: _____

By: _____
Signature

Print name

Date: _____

SAMPLE