

Midwestern State University

Purchasing & Contract Management Department
2733 Midwestern Pkwy, Room 105
Wichita Falls, TX 76308



Request for Proposal

Tennis Courts Resurfacing Project

RFP 735-22-4359

October 19, 2021

Anticipated Schedule of Events

October 19, 2021	Issuance of RFP
November 3, 2021 (12:00 pm CT)	Deadline for Submission of Questions
November 4, 2021 (5:00 pm CT)	Release of Official Responses to Questions (or as soon thereafter as practical)
November 11, 2021 (2:00 pm CT)	Deadline for Submission of Offers
May 17, 2022	Services Commencement Date
June 1, 2022	Completion Date

Table of Contents

Section 1: Summary	
	1. Summary
Section 2: General Information	
	2.1 Introduction 2.2 Information about Midwestern State University 2.3 Terms & Conditions 2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policies & Procedures
Section 3: Notice to Respondents	
	3.1 Clarification of Instructions or Specifications 3.2 Group Purchasing Procurement 3.3 Availability of Funds
Section 4: Response Submission Procedures	
	4.1 Response Submission 4.2 Freight Terms 4.3 Altered/Amended Responses 4.4 Sales Tax 4.5 Samples 4.6 Condition of Items 4.7 Right to Reject 4.8 Delivery 4.9 Variation in Quantity 4.10 Bid Deposit 4.10 Accessibility & Section 508 Compliance 4.11 Validity Period
Section 5: Evaluation & Award	
	5.1 Award 5.2 Public Information 5.3 Invoicing 5.4 Payments 5.5 Discrimination 5.6 Assignment 5.7 Other Remedies 5.8 E-Verify 5.9 Bonds 5.10 HUB Subcontracting Plan 5.11 Ethics Reporting 5.12 Best & Final Offers 5.13 Contract Management
Section 6: Requirements, Specifications/Scope of Work, Response Sheet	
	6.1 Response Requirements 6.2 Specifications & Scope of Work 6.3 Response Sheet/Pricing Schedule
Appendices	
	Appendix A – References Appendix B – Affidavit Appendix C – Addenda Checklist Appendix D – Sample Contract Appendix E – Tennis Court Resurfacing Project (Drawing) Appendix F – Tennis Court Crack Location (Drawing) Appendix G – Tennis Court Logo Locations (Drawing) Appendix H – Sample Logo Appendix I - MSU Construction Standards: 00 00 00 General Conditions; 01 25 00 Substitution Form; 01 78 36 Warranty Form; 02 05 00 Demolition

**Section 1
Summary**

1.1 Type of Solicitation:	Request for Proposal (RFP)
1.2 Issuing Office:	Midwestern State University Purchasing & Contract Management Department 2733 Midwestern Pkwy, Room 105 Wichita Falls, TX 76308
1.3 Responses to RFP:	Sealed Competitive Proposals
1.4 <u>Anticipated Schedule of Events:</u>	
<u>Issuance of RFP:</u>	October 19, 2021
<u>Deadline for Submission of Questions:</u>	November 3, 2021 (12:00 pm CT)
<u>Deadline for Response to Questions:</u>	November 4, 2021 (5:00 pm CT) or soon as possible thereafter as practical
<u>Deadline for Offers:</u>	In issuing office no later than: November 11, 2021 (2:00 pm CT)
<u>Services Commencement Date:</u>	May 17, 2022
<u>Completion Date:</u>	June 1, 2022
1.5 Initial Contract Term:	Execution to Completion
1.6 Optional Contract Terms:	The anticipated term of any resulting agreement will begin execution of the contract and expire on December 31, 2021. The agency will have the option of four (4) additional one (1) year renewal periods. • Optional Renewal Period #1: January 1, 2022 – December 31, 2022 • Optional Renewal Period #2: January 1, 2023 – December 31, 2023 • Optional Renewal Period #3: January 1, 2024 – December 31, 2024 • Optional Renewal Period #4: January 1, 2025 – December 31, 2025
1.7 Contact Person for this RFP:	Joseph J. Mrugalski Jr. joe.mrugalski@msutexas.edu
1.8 Offers Submitted:	
By mail or hand delivery:	Accepted
By email:	Accepted (Preferred)
By fax:	Not Accepted
1.9 RFP Addenda:	Notice of changes to items directly affecting the original RFP or offer process will be posted on the MSU Purchasing webpages located at: http://www.msutexas.edu/purchasing Amendments to the solicitation will be posted to the RFP as an addendum. It is the responsibility of an interested party to check periodically the MSU Purchasing webpage for updates to the RFP prior to submitting a response. Each respondent is solely responsible for verifying receipt Addendum, if applicable, and offer by the deadlines specified.

1.10 Questions & Responses:

Questions regarding this RFP must be in writing and must be submitted to contact person for this RFP noted in Section 1.7. **Telephone inquiries will not be accepted.** The agency intends to post responses to the questions received in the form of an addendum on the MSU Purchasing web site @ <http://msutexas.edu/purchasing/>. Each respondent is solely responsible for verifying receipt addendum, if applicable, and offer by the deadlines specified.

1.11 Respondent Presentations:

Presentations/interviews are an option of the evaluation team and may **or** may not be conducted; therefore, responses should be complete when submitted by the deadline indicated in the Part 5. The presentation will be conducted at a location, date and time to be arranged. The agency will determine the number of top-scoring respondents in its sole discretion.

1.12 Contact with Agency Staff:

Upon issuance of this RFP, employees and representatives of the agency, other than the agency contact person identified in Section 1.7, will not discuss the contents of the RFP with any respondent or its representatives. **Failure of a respondent or any of its representatives to adhere to this requirement may result in disqualification of any related offer.** This restriction does not preclude discussions between affected parties conducting business unrelated to this procurement.

1.13 Additional Requirements/Qualifications: N/A

1.14 Evaluation of Offer under Best Value Standard (Texas Government Code §2155.074):
The response analysis will include:

No.	Criteria	Weight
1	Completeness of Proposal: Completeness of response in accordance with solicitation instructions and requirements	5%
2	Experience: Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties and/or public agencies; strength and stability of the contractor; proven history of servicing the warranty in a timely manner	10%
3	Past Performance: Assessment of prior work with the Agency	5%
4	References: Assessment of contractor’s work by client references and references with demonstrated success in providing similar service	5%
5	Cost: Reasonableness of the total price relative to the work being performed	75%
6	Demonstrate knowledge of local building codes	Mandatory
		100%

It is understood that factors listed in Texas Government Code §2156.007 & 2157.003 shall also be considered in making an award when specified.

Section 2 **General Information**

2.1 Introduction

Midwestern State University seeks responses from qualified respondents to resurface (8) concrete tennis courts (~54,000 Square Feet) and surrounding areas located at the northwest corner of Midwestern Parkway and Council Drive. Services are specifically described in Section 6 (Specifications/Scope of Work).

2.2 Information about Midwestern State University

Midwestern State University is a state/public institution of higher education governed by the Texas Legislature and its statutes and by Midwestern State University policies.

Midwestern State University is located in Wichita Falls, Texas, midway between Oklahoma City and the Dallas/Fort-Worth Metroplex. The 255-acre campus is nestled among the city's residential area, and comprises 70 buildings, numerous playing fields, and outdoor recreational facility near Sikes Lake.

Founded in 1922, Midwestern State University is one of 36 public institutions of higher education in Texas. It is organized into 7 colleges with 16 undergraduate programs offering 43 majors and 30 minors, and 9 graduate programs offering 28 majors and 15 minors. Midwestern State University is the only university in Texas with membership in the Council of Public Liberal Arts Colleges (COPLAC).

In athletics, Midwestern State University fields 13 intercollegiate NCAA Division II athletic teams and is a member of the Lone Star Conference (LSC).

2.3 General Terms & Conditions

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract arising out of this RFP. In addition, and to the extent they do not conflict with these terms, <https://msutexas.edu/purchasing/assets/files/purchasing-general/midwestern-state-university-standard-terms-and-conditions-for-purchase-order---rev-6-nov.-2020-final.pdf>, will apply to all Procurements or Goods or Services by Midwestern State University.

2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policy & Procedures

By submitting a response, the respondent agrees to and shall comply with all applicable local, state, and federal laws Regulations, as well as with all applicable policies and procedures of the Texas Tech University System & Midwestern State University.

Section 3 **Notice to Respondents** **PLEASE NOTE CAREFULLY**

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

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

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

This is a quotation inquiry only and implies no obligation on the part of the agency. 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 SOLICITATION in excess of the amounts quoted.

The respondent agrees to protect the agency from claims involving infringement of patents or copyrights.

3.1. Clarification of Instructions or Specifications

Questions requiring only clarification of instructions or specifications will be handled through the email process. **Telephone inquiries will not be accepted.** If any questions results in a change or addition to this solicitation, the change(s) and addition(s) will be addressed to all respondents involved as quickly as possible in the form of an addendum. It is the responsibility of the respondent to view the posting on the agency purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquires pertaining to solicitations must give RFP number. Oral or other written interpretations or clarifications shall be without legal effect.

3.2. Group Purchasing Procurement

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335, 73.115, and 74.008). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful respondent under this RFP.

3.3 Availability of Funds

Award of this solicitation will be contingent on availability of agency funds.

3.4 Non-Bid Solicitations

Phone calls/emails from vendors using this solicitation in an attempt to make a sales call (which circumvents the solicitation process) will not receive a response.

Section 4

Response Submission Procedures

4.1 Response Submission

Each sealed response shall be properly identified with the **name and number** of solicitation and name of respondent submitting response. Responses must be in the agency purchasing office **BEFORE** the hour and date specified in accordance with Section 1.8. Submitted responses will be date/time stamped upon receipt.

Electronic submissions are preferred and must be sent to the contact person email address referenced in Section 1.7.

If submissions are mailed or hand delivered, one (1) original individually bound completed response and one (1) electronic version (USB Drive) is required. See Section 1.8 for acceptable submission requirements.

Mailed or hand delivered submissions must be received **in** the issuing office noted in Section 1.2 before the scheduled deadline for submissions noted in Section 1.4. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

In the event of inclement weather and the agency offices are officially closed on a response opening day, responses will be received until 2:00 p.m. of the next business day. At which time said responses will be privately opened.

RESPONDENTS SHALL SUBMIT RESPONSE PRICING ON THE FORM PROVIDED, SIGN THE RESPONDENT AFFIDAVIT NOTICE, AND RETURN ENTIRE RESPONSE PACKET. **Should additional documentation or solicitation instructions be required, it will be noted in Section 6.1.**

Responses MUST give full firm name and address of the respondent. Failure to manually sign response will result in disqualification. Person signing response should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

References should be included. Three (3) current customers with a comparable purchase shall be listed with complete name, address, telephone number, and contact person.

Any catalog, brand name, or manufacturer's reference used in the solicitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Responses on brand of like nature and quality may be considered, unless otherwise noted in Section 6.1. **If response is based on other than referenced specifications, response 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 response. If respondent takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc., as specified.**

4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Quote unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Responses subject to unlimited price increase will not be considered.

4.3 Altered/Amended Responses

Responses CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by respondent or his/her authorized agent. No response can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

4.4 State Sales Tax

The agency is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN RESPONSE.**

4.5 Samples

Samples, when requested, must be furnished free of expense to the agency. If not destroyed in examination, they will be returned to the respondent on request, at his/her expense. Each sample should be marked with respondent's name, address, and agency RFP number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO RESPONSE.**

4.6 Condition of Items

All items quoted shall be new, in first class condition suitable for shipment and storage (the agency prefers recycled packaging whenever possible), unless otherwise indicated in solicitation. Verbal agreements to the agency will not be recognized. All materials and services shall be subject to the agency's approval. Unsatisfactory materials will be returned at respondent's expense.

4.7 Right to Reject

The agency reserves the right to accept or reject all or any part of any response, waive minor technicalities and award to the respondent that proposes the Best Value to the agency. The agency reserves the right to award by item or by total response. Prices should be itemized.

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the response. The absence of such a list shall indicate that the respondent has not taken exception and shall hold the respondent responsible to perform in strict accordance with the specifications of the solicitation. The agency 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 agency.

4.8 Delivery

Responses with deliverables or commodities to be delivered 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 respondent 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 response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from respondent 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.

If delay is foreseen, respondent shall give written notice to Director of Purchasing. The agency has the right to extend delivery date if reasons appear valid. Respondent must keep agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the agency to purchase supplies elsewhere and charge full increase in cost and handling to defaulting respondent.

Consistent and continued tie bidding could cause rejection of responses by the Agency and/or investigation for Anti-Trust violations.

When quoting delivery/freight charges, respondents will include **ALL** costs associated with the delivery of the commodities to include, but not limited to fuel surcharges, customs, duties, convenience delivery fees, limited access charges, etc. Delivery costs not included in the response will be the responsibility of the respondent.

4.9 Variation in Quantity

The agency assumes no liability for commodities produced, processed, or shipped in excess of the amount specified herein.

4.10 Accessibility & Section 508 Compliance

Respondents are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised) (if applicable).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the respondent shall provide documentation of how each requirements or specification is met.

It is the respondent's responsibility to maintain the integrity of any accessibility documentation provided to the agency. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the respondent plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the respondent shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the respondent must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

<https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc>

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

4.11 Validity Period

Responses must be valid for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the duration of the contract.

Section 5

Award/Post Award

5.1 Award

A written contract or purchase order mailed or otherwise furnished to the successful respondent within the time of acceptance specified in this package results in a binding contract without further action by either party.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL RESPONDENT WILL BE NOTIFIED BY EMAIL OR MAIL. All responding respondents will receive written notification regarding the outcome of the award. See Section 1.5 & 1.6 for contract term and renewal options with regards to services.

In accordance with Texas Tech University System (TTUS) Board of Regents Rule 7.12, the contract will require a no-fault cancellation clause.

5.2 Public Information

Respondents are hereby notified that the agency strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The agency may seek to protect from disclosure all information submitted in response to this RFP until such time a final agreement is executed.

Upon execution of a final agreement, the agency will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Respondents will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.

Midwestern State University, as part of the Texas Tech University System (TTUS), follows MSU (OP) 01.02 and TTUS Regulation 07.01 with regards to the handling of public requests and the assessment of any charges for fulfilling requests. TTUS Regulations 07.01 is available at <https://www.texastech.edu/offices/cfo/system-regulation-07.01-public-records.pdf>

5.3 Invoicing

Respondent shall submit two (2) copies of an itemized invoice showing solicitation number and purchase order number to:

Midwestern State University
ATTN: Purchasing
3410 Taft Blvd.
Wichita Falls, TX. 76308

5.4 Payments

The agency, after receipt of completed order will make payment to the respondent within 30 days from the receipt of goods or invoice whichever is later in accordance with Texas Government Code §2251.021. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments, the agency 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 agency.

5.5 Discrimination

In order to comply with the provisions of fair employment practices, the respondent agrees as follows:

- a.) The respondent will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.
- b.) in all solicitations or advertisements for employees, the contactor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;
- c.) The respondent will furnish such relevant information and reports as request by the agency for the purpose of determining compliance with these regulations; and
- d.) Failure of the respondent 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.

5.6 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.

5.7 Other Remedies

In addition to the remedies stated herein, the agency has the right to pursue other remedies permitted by law or in equity.

5.8 E-Verify

Respondents certifies that for contract for services, respondents shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

- All persons employed by respondents to perform duties within Texas; and
- All persons, including subcontractors, assigned by respondents to perform work pursuant the contract within the United States.

5.9 Bonds (for Construction Solicitations)

- Bid Deposit (Bid Bond) - A deposit required with submitted responses from respondents to protect the State in the event a low respondent attempts to withdraw its response or otherwise fails to enter into a contract with the State. **A Bid Deposit of five percent (5%) will be required if your response is \$25,000 or above.**
- Payment Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. **If awarded the project a Payment Bond will be required if your response is \$25,000 or above.**
- ~~Performance Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for responses of \$100,000 or above.~~

5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of respondent's response if a solicitation is \$100,000 or above.

Midwestern State University has determined that there are not subcontracting opportunities. ~~Since the agency has determined that there are subcontracting opportunities, the respondent must include a HSP even if the respondent intends to self-perform. The required supporting documentation must be submitted with the HSP. Respondents that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.~~

The agency is relying upon respondent's expertise to fully identify subcontracting opportunities that best align with the agency and this RFP. Respondents who intend to subcontract are responsible for identifying all areas that will be

subcontracted. Additional information regarding the State of Texas HUB Program can be found at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

If a properly submitted HSP contains minor deficiencies (e.g., failure to sign or date the plan, etc.), the agency may contact the respondent for clarification to the plan if it contains sufficient evidence that the respondent developed and submitted the HSP in good faith.

HSP forms can be found at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

5.11 Ethics Commission Reporting

The agency is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the agency).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.12 Best and Final Offer

When deemed appropriate, after the submission of responses but before the final selection of the successful response, the agency may permit a respondent to revise its response in order for the agency to obtain a best and final offer (BAFO). The agency will provide each respondent within the competitive range with an equal opportunity for discussion and revision of their response, and a respondent may elect not to amend their original response. The agency is not bound to accept the best-priced response if that response is not the most advantageous to the agency as determined by the evaluation team.

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

5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk.

The agency shall comply with Texas Government Code § 2261.256, Texas Tech University Regents' Rules, Texas Tech University System Regulations & Midwestern State University Operating Policy & Procedures OP 30.02, regarding contract management.

Section 6 Specifications/Scope of Work

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 responses.

Each respondent must confirm he/she fully understands these specifications and the agency's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

The response analysis will include compliance to solicitation specifications, past performance with respondent, references, delivery time, and overall cost. Weighted averages are calculated as noted in Section 1.14. The agency reserves the right to consider deviations from these specifications.

6.1 Response Requirements

The response must contain ALL of the following **marked** components in the following order:

- Background of the Respondent
- Completed/signed Response Sheet/Price Sheet (Section 6.3)
- Estimated completion schedule
- (3) References (per Section 4.1) (Appendix A)
- Completed/signed Affidavit (Appendix B)
- Completed and initialed Addenda Checklist (Appendix C) (if applicable)
- Valid Certificate of Liability Insurance
- Documentation supporting Proposer's qualifications including HUB certification (if applicable)
- HUB Subcontracting plan (required for solicitation valued at \$100,000.00 or more) (if applicable)
- Completed/signed W-9 with your Response (if new to Midwestern State University)
- Voluntary Product Accessibility Template (VPAT) (if necessary)
- Completed & Signed Warranty Form
- Completed & Signed Substitution Form (if applicable)

- Bid Deposit (Bid Bond) (per Section 5.9) (if applicable)
- Payment Bond (per Section 5.9) (if applicable)
- Performance Bond (per Section 5.9) (if applicable)

Construction responses must also note the following components:

- Specifications and drawings at the below link under current solicitation opportunities:
<http://msutexas.edu/purchasing/>
- Supply project completion schedule with response
- MSU Construction Standards
 - 00 00 00 General Conditions
 - 01 25 00 Substitution Form
 - 01 78 36 Warranty Form
 - 02 05 00 Demolition
- 2010 Uniform General Conditions apply to construction solicitations and can be found at the below listed link:
<http://msutexas.edu/purchasing/contract-management>

Additional Instructions:

- a.) The response may not exceed thirty (30) pages
- b.) All pages should be typed in 12 point font within margins consistent with 8.5 inch x 11 inch paper and numbered sequentially

6.2 Specifications & Scope of Work

SCOPE OF WORK

Tennis Courts (8) Resurfacing Project
RFP 735-22-4359

DESCRIPTION:

Resurface eight concrete 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) Clean existing surface area by removing dirt, algae, mildew, etc. with a 3,500 psi power washer. Contractor is responsible for containing the debris and disposing of it off site. Power washed debris that lands on adjacent grassy/turfed 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. There is at least one ~4'x6' area near the baseline of court 3 (north end) where delamination has occurred. Cleaning of these areas down to the concrete will be necessary for proper patching. The attached sketch is a handwritten review of the courts indicating the location of some of the larger cracks, although it is not considered a comprehensive list/sketch.
- 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 for concrete surfaces, not asphalt). Contractor shall assume at least 500 linear feet of >1/4" cracks will be refilled. 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 one textured filler coat 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/court designer/> 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. (see Section 4.1 with regards to substitutions)
- 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 starting **May 17, 2022**, and be completed by **June 1, 2022**, including weather days and punch list items. Contractor shall submit a completion schedule with their bid.

6.3 Response Sheet/Pricing Schedule

Provide pricing based on the information in Section 6.1 preferably in the following format:


ITEM DESCRIPTION	COST
TOTAL COST (to demo & resurface (8) concrete tennis courts per Section 6.1 of RFP):	
Prices quoted above reference equivalent substitutions: NO <input type="checkbox"/> YES <input type="checkbox"/>	
<u>Additional Comments/Notes:</u>	

Please review and initial the following if they apply to the respondent:

____ The respondent does not boycott energy companies and will not boycott energy companies during the term of the contract. **(This only applies to companies with at least 10 employees and a contract value @ \$100,000 or greater).** Per TX SB 13, Government entities may not enter into a contract with a company unless written verification is received.

____ The respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity for firearm trade association and will not discriminate during the term of the contract **(This only applies to companies with at least ten (10) full-time employees and a contract value @ \$100,000 or greater).** Per TX SB 19, Government entities may not enter into a contract with a company unless written verification is received.

____ The respondent does not require customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to gain access to, or receive service from the business. **(Per TX SB 968, a business that fails to comply with this requirement is not eligible to enter into a contract payable with state funds).**

Respondent Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip Code	
Phone Number:	
Contact E-Mail:	
*Signature of Authorized Representative:	

**Responses must be signed by the responding company’s official authorized to commit such responses. Failure to sign the Response Sheet/Pricing Schedule will be basis for response disqualification.*

Appendix A
RESPONDENT REFERENCES

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

REFERENCE ONE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Appendix B
AFFIDAVIT

The undersigned certifies that the response prices contained in this response have been carefully checked and are submitted as correct and final and if response is accepted (within 120 days unless otherwise noted by respondent), 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 _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____

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

That the foregoing response submitted by _____ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said response has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of this response as to prices, terms or conditions of said response 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 response.

Name and Address of Respondent:

Telephone: _____

Email: _____

Signature: _____

Name: _____

Title: _____

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

Notary Public in and for the State of _____.

Appendix C
ADDENDA CHECKLIST

Response of: _____
(Respondent's Company Name)

To: Midwestern State University

The undersigned respondent hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Contact Name:	
Title:	
*Initials of Authorized Representative:	