

**Pittsburg State University
Request for Quotation**

RFQ Number	001554
Date Issued	February 4, 2021
Closing Date	March 2, 2021; 2:00pm local time
Procurement Officer	Brad Stefanoni; 620.235.4169; bstefanoni@pittstate.edu
Item	Robert W. Plaster Center Track Re-Striping
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas
Scope	Pittsburg State University is seeking quotations for re-striping of the track at PSU's Robert W. Plaster Center.
Bid Submittal	Submit bid by e-mail to bstefanoni@pittstate.edu

1. When communicating, always refer to the Quotation number above.
2. In order to receive consideration for award, one copy of this "Request for Quotation," a properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. Prices quoted shall be less Federal Excise and State Sales taxes.
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this quotation.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

Vendor Name	
--------------------	--

Pittsburg State University is seeking quotations for re-stripping of the track at PSU's Robert W. Plaster Center per the following specifications:

- Full restriping of the Mondo Super X Performance, Harvey Dean Track & runways inside the Robert W. Plaster Center.
- 6 lanes on the 300m oval, 12 lanes on the 110m home straightaway.
- Current and original paint (2015) is down to 50% or less in many locations.
- Designations include: hurdle markings, break lines, staggered start lines & waterfalls, lane numerals at each of the starting locations, relay exchange zones, & pole vault take-off markings.
- Colors include: white, yellow, blue, grey, green, red, & black.
- Dates on which work may be conducted:
 - June 1 to July 31, 2021 inclusive
 - Dec 13 to Jan 7, 2021 inclusive
 - July, 2021 is the preferred time-frame for the project due to high traffic in the facility most of the rest of the year.
- Line Painting: All line and event markings shall be applied by experienced personnel utilizing paint and methods compatible with the Mondo indoor synthetic track surfacing at PSU's Robert W. Plaster Center. Please see **Attachment A** for specifications related to painting for Mondo indoor rubber track surfaces.
 - All marking dimensions will be certified in accordance with the specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA, and material testing guidelines per American Society of Testing and Materials (ASTM).

Project Completion Timeline: Project shall be completed no later than **January 7, 2022**.

Current track photos: Please visit the following link to view photos of the current condition of the track: <https://www.pittstate.edu/office/purchasing/plaster-center-track-re-stripping.html>

Interested vendors shall provide examples of work from a minimum of two (2) previous paint projects on Mondo surface.

For technical questions or for interested bidders who would like to schedule a site visit please contact **Damian Smithhisler** at **620.235.4640** or dsmithhisler@pittstate.edu.

PSU reserves the right to award in the best interest of the university.

General Provisions/Signature

Tax Clearance Certification: Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR):

<http://www.ksrevenue.org/taxclearance.html>

W9 Form: Vendors who are new to PSU should submit a copy of their W9 with bid response. The form can be downloaded at www.irs.gov/pub/irs-pdf/fw9.pdf

DA-146a Contractual Provisions: The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

NEW MATERIALS, SUPPLIES, OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

COMPARABLE PRODUCTS: Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

ACCEPTANCE OR REJECTION: PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

PAYMENT: Payment will be made upon receipt of shipment by PSU.

FREIGHT COST INFORMATION: FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

- Legal Name of Person, Firm or Corporation:
- Payment Terms:
- Telephone Number:
- E-mail Address:
- **Signature:** _____
- **Date:** _____

4. LINE PAINTING FOR RUBBER TRACK SURFACING

The provisions herein are reserved for indoor applications of game line paint to MondoRun, Mondotrack WS, Sportflex M and Super X Performance rubber track surfacing materials. Please note that the product's slight differences in surface texture may affect the coverage rate of the various paint products.

WARNING: If you have never painted a Mondo rubber track before, you must get proper training and practice before undertaking a task of this nature. It is recommended to always work with experienced professionals.

4.1 GENERAL

Endura coating is a flexible two-component type polyurethane paint. Its properties of high gloss, flexibility, color choices and excellent gloss retention make this coating ideally suitable for Mondo track surfacing products.

Usual coverage on the Mondo track surfacing product is approximately 400 linear feet for a 2" wide game line, per unit of paint (one coat). A unit consists of 1 liter of component A mixed with ½ liter of component B. **NOTE: Depending on the specified product, coverage rate could vary based on degree of surface texture.**

4.2 SURFACE PREPARATION

NOTE: The HVAC unit must be turned off during painting and must remain off until the paint has fully dried.

NOTE: Vents, doorways and all other possible drafty areas where air could cause dust displacement must be taped off to protect the paint from contamination.

WARNING: The use of primer is required when painting game lines on rubber track surfacing.

- a) **Always ensure that the track surfacing is clean prior to painting.** Remove any debris, dust/lint, and ensure the absence of wax, oils, or any other contaminant that may affect the bonding of the paint products to the rubber track surfacing. It is recommended that the entire room be thoroughly vacuumed.
- b) Mark off the track surfacing in accordance with game requirements, as shown on the architectural drawings/plan. Line markings shall be accurate to layout, width of lanes, and line width, as indicated on said plans. Apply masking tape, 3M 233+ green masking tape is Mondo's recommended tape, and press down the inside edge (next to area which will receive the paint products) very firmly. **NOTE: Since track surfacing is textured, the tape will not stick as well as on a smooth surface and extra care is needed.**
- c) Due to the application of paint products by spray equipment, the track surfacing areas that will not receive paint must be protected with Kraft paper or polyethylene. In locations where lines markings are close to walls, then the walls shall be protected a minimum of 2 feet upwards.
- d) Clean the surface, using a cloth dampened with a dissipating solvent (Acetone, MEK or Toluol), and allow it to dry **no longer than 30 minutes, before the Prime-Lock is applied.** Gloves and a mask are recommended for your safety.

NOTE: Endura Prime-Lock is a surface pre-treatment that acts as a primer to promote good adhesion for Endura Topcoats onto the rubber track surfacing.

- e) Prior to mixing the Prime-Lock, write the date and time directly on the main bottle.

WARNING: Endura Prime-Lock has a useable life of 24 hours after mixing with Prime-Lock Additive; beyond this time period the Prime-Lock is no longer adequate as pre-treatment on any Mondo track surfacing and must be discarded.

- f) In a covered area away from the installation, mix the Prime-Lock additive (100 grams) with the Prime-Lock Base (1 liter) and shake well. **Do not spill on material as it will burn the surface of the track.** Allow a sweat-in period of 5-10 minutes. Shake well again prior to applying. **WARNING: Prime-Lock must be covered with paint within 30 minutes of application; otherwise, you may need to prime the surface again,** so only apply as much primer as you can cover in 30 minutes.
- g) Apply Prime-Lock to the track surfacing using a cloth or a short nap (3/8") roller, making sure not to soak the material. If you have access to 2 separate HVLP systems, you can choose to dedicate one for the primer application and one for the paint application, allowing you to quickly and evenly apply the Prime-Lock by HVLP equipment. **DO NOT SPILL PRIME-LOCK IN AREAS THAT WILL NOT RECEIVE PAINT; PRIME-LOCK WILL BURN THE TRACK'S SURFACE.**

4.3 PAINTING

Mondo recommends using a 3 to 4-man crew for painting.

WARNING: In areas treated with Prime-Lock, topcoat must be applied within 30 minutes. Otherwise, it may be necessary to prime again.

- a) Normal application conditions are at 18°C (65°F) to 24°C (75°F) at 50% relative humidity. For temperatures above 24°C (75°F) or when the relative humidity exceeds 85% use EX-2C Slow Thinner (5-15%). It is important that the temperature of the mixed paint be between 20-25°C as it greatly affects viscosity. If your site conditions are outside of the recommended range, please call the Mondo Technical Department for assistance.
- b) Substrate temperature should not be lower than 10°C (50°F) or higher than 30°C (86°F). Temperatures above or below the listed recommendations will decrease or increase the length of drying time.
- c) Do not mix more paint than is required for a 3-6 hr period. We suggest that the two-part paint be hand mixed with a stir stick, letting it stand for 5 to 10 minutes to let any air bubbles settle. Do not re-stir the paint.
- d) Always use HVLP (High Volume Low Pressure) spray equipment. **DO NOT USE A ROLLER.**
- e) Check to see if paint color is correct, prior to combining component A and component B. Apply paint by HVLP spray equipment. For thinning, use Endura EX-2C Thinner (5%-15%) to the mixed unit (a unit represents 1 liter of component A with 1/2 liter of component B).
- f) Apply two or three mist coats of paint. **WARNING: Misting is essential in avoiding thick buildups that could cause bleeding.** Flash off time between coats must be a minimum of 15-30 minutes. **DO NOT let dry completely before applying another coat,** this will help avoid bleeding under the tape.
- g) **Masking tape must be removed immediately after the paint has been applied, and has become "tacky" to the touch.** The tape will be difficult to remove if paint is allowed to fully cure and ragged edges will likely occur. When removing tape pull it up back against the painted line to prevent bleeding/tailing.
- h) Line markings will take about 7 days to sufficiently cure, under normal conditions (temperature 20°C (70°F) with 50% relative humidity).
- i) Foot traffic is not permitted onto fresh lines for a minimum of 72 hours after they have been applied
- j) **Wait a minimum of 30 days after the application of the paint before washing the track surfacing with a scrubber and scrubbing the lines, in order to ensure proper curing/hardening of the paint.**

4.4 PHYSICAL PROPERTIES OF ENDURA PAINT

Resistance to:

- Solvents: Excellent
- Organic Chemicals: Very Good
- Acids and Alkalis: Excellent
- Temperature Variations: Excellent

Temperatures:

- 40°F to 390°F maximum (40°C to 200°C maximum)

Flash Point:

- 39°F (4°C)

Colors:

- Available in 9 high gloss solid colors

Viscosity of the mix:

- 20 to 30 seconds, #4 Ford viscosity cup

Pot Life:

- 3 to 6 hours

Note: Once mixed, adding solvent cannot extend pot life.

Clean Up:

- EX-2C Thinner
- Denatured alcohol

Shelf Life:

- Endura Topcoat component A will keep indefinitely. Component B will keep at least 12 months in original unopened containers, depending on storage conditions. Store in a cool and dry place.

FOR QUESTIONS REGARDING ENDURA PAINT PRODUCTS:

Tom Whitelock
Can-Am Coatings
466 Vernon Way
El Cajon, CA 92020
Office: 619-937-0430
Cell: 619-876-3657
Fax: 619-444-0394
tom@canamcoatings.net
www.endurausa.com

5. DISCLAIMER

These instructions conform to commonly accepted techniques for the installation of resilient flooring, including installation and use of Mondo's rubber track surfacing products. However, Mondo will not accept any liability whatsoever for any incorrect implementation of these instructions nor for any failure of equipment, paints & primers, patching and leveling compounds, adhesives or any other product not manufactured by Mondo but that may be referenced in these instructions, nor for any adverse handling, climatic or environmental conditions that may affect the installation and/or the performance of flooring products.

The above installation recommendations are provided for general guidance only. Mondo assumes no responsibility neither for actual work performed nor for loss or damage that may result from the use of this information due to variations of processing or working conditions outside of our control. Users are advised to confirm suitability of conditions and products by performing their own tests and verifications.

Mondo's standard warranty only extends to the quality and performance of its manufactured flooring products.

WARNING: Should you have any concerns or be unsure about installation conditions or procedures, please consult Mondo's Technical Department:

Mondo America Inc., Technical Department, 2655 Francis-Hughes, Laval, QC H7L 3S8
Telephone: (450) 967-5800 • Canada: 800 663-8138 • USA: 800 361-3747. Facsimile: (450) 663-7927
Email: technical@mondousa.com • www.mondoworldwide.com

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.