



TEXAS SOUTHERN UNIVERSITY

INVITATION TO BID (ITB)

Track Resurfacing

ITB #717-26-755

DEADLINE FOR SUBMITTAL:

11:00 a.m. Central time, Tuesday, May 26, 2026

(Proposals received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attention: Thomas Britt
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 -4598



TEXAS SOUTHERN UNIVERSITY

Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

ITB Number: 717-26-755 Track Resurfacing
Date of Issuance: Tuesday, May 12, 2026

Deadline: Tuesday, May 26, 2026
11:00 a.m. Central Time

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE NUMBER EMAIL ADDRESS

AUTHORIZED SIGNATURE DATE

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME ___ DAYS

TERMS OF PAYMENT: NET ___ DAYS

FREIGHT CHARGES: _____

If quoting other than F.O.B. Destination Prepaid and
Allowed, indicate all freight charges.

TOTAL AMOUNT OF BID:

\$ _____

Under Section 231.006, Family Code, the
Vendor certifies that the individual or business
entity named in this contract, offer, or
application is not ineligible to receive the
specified grant, loan, or payment and
acknowledges that this contract may be
terminated and payment may be withheld if
this certification is inaccurate.

If the paragraph above is applicable, provide
names and social security number of each
person with at least 25% ownership. Vendors
that pre-registered this information on the
Texas Procurement and Support Services Centralized
Master Bidders List have satisfied
This Vendor agrees to comply with all conditions
shown on this form.

FAILURE TO MANUALLY SIGN WILL
DISQUALIFY BID

Check below if preference is claimed under
Rule 1 TAC 113.8

- [] Produced in Texas and/or Texas bidder
[] Texas agricultural products
[] USA produced supplies, materials or
Equipment
[] Historically Underutilized Business Certified
by the TX Procurement and Support Services
[] Products of persons with mental or physical
Disabilities
[] Products made of recycled materials
[] Energy efficient products

Texas Southern University desires to enter a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

BID DELIVERY

Bid packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your proposals response please note:

Campus Map:

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004
TSU Purchasing Dept, Hannah Hall room 333

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) paper original of your bid response, one (1) paper copy of bid your response, and a flash drive copy of your response

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

PRE-BID MEETING / WALKTHROUGH:

None

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Tuesday, May 19, 2026**, by **12:00 p.m. noon Central Time**. The University will not accept questions after this date. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd> Questions must be emailed to Thomas Britt at thomas.britt@tsu.edu in Word format for ease of cutting and pasting.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website <https://www.txsmartbuy.com/esbd> up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University. An award to multiple vendors is reserved by the university if so chosen.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

(a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.

(b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

- (1) Proposed costs
- (2) Stability and success of contractor's business

- (3) Quality and reliability of the goods and services
- (4) Delivery terms and proposed transition plan
- (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
- (6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

HOUSE BILL 1295

The awarded vendor may be required to submit the State of Texas House Bill 1295, Certificate for Interested Parties, if your bid response is over \$100,000; unless you are a publicly traded company. If your price is over \$100,000 you must complete the 1295 form and include it in your response. Mr. Britt is the contact person. The bid number is the contract number.

If not applicable, then clearly state this point as well.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days from the bid deadline.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is _____. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination, which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to the University property or of other vendors, suppliers or contractors, and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

Executive Order GA-48 Compliance Statement (Higher Education)

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries. Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

Certified Compliant

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

Disclosure Required

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

Non-Compliant

Respondent is unable to certify compliance with Executive Order GA-48.

If "Disclosure Required" is selected, provide details below (attach additional pages if necessary):

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ **Date:** _____

ATTACHMENTS

The following attachments are to be considered as part of this bid:

- TSU Terms and Conditions
- Form 1295, if applicable

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

SPECIFICATIONS / SCOPE OF WORK

1. Site Preparation

- Conduct inspection and assessment of the existing track surface.
- Remove debris, dirt, and minor vegetation from the track area.
- Repair and stabilize any structural damage or surface irregularities.

2. Surface Repairs

- Fill cracks and patch damaged or deteriorated sections.
- Level uneven areas to restore proper grading and drainage functionality.

3. Resurfacing

- Apply new synthetic or polyurethane track surfacing material as specified.
- Install required layers, including base and topcoats, to ensure long-term durability and optimal performance.
- Apply color coating and texture finishing to meet performance and aesthetic standards.

4. Line Marking and Striping

- Layout and paint lane lines, start/finish lines, and event-specific markings.
- Ensure markings comply with NFHS, NCAA, or other applicable governing body standards.

5. Clean-Up and Final Inspection

- Perform thorough site clean-up, including removal of construction-related waste and debris.
- Conduct a final walkthrough and inspection with owner representatives to confirm compliance with project specifications and acceptance criteria.

PREVIOUS QUESTIONS

Question 1: What is to be done with the existing surface? Is it to be removed and replaced?

Answer 1: Scope calls for repair, crack filling and patching, not a complete replacement.

Question 2: What kind of surfacing are you wanting on this project?

Answer 2: Either a synthetic or polyurethane surface.

End of this solicitation