REQUEST FOR PROPOSAL (RFP)

For Selection of a Vendor to Provide
James M. Parks Fitness Center Remodel
(Sealed Bids)

RFP No. 2019-A003

Prepared by:
Betsy Hansard
Procurement Manager
Kilgore College
1100 Broadway
Kilgore, TX 75662
903-983-8105

bhansard@kilgore.edu
https://www.kilgore.edu/about/offices/procurement-services
REQUEST FOR PROPOSAL

SECTION 1

ISSUED: July 1, 2019
SUBMISSION OPEN: July 19, 2019
SUBMISSION DEADLINE: 2:00PM CST August 2, 2019
MANDATORY PROPOSERS ON-SITE WALK THROUGH: July 18, 2019  9:00AM CST
QUESTION SUBMISSION DEADLINE: July 31, 2019

Questions may be submitted in electronic form no later than 12 Noon CST July 31, 2019 to:

RFP Contact Name: Betsy Hansard
Email Address: bhansard@kilgore.edu

KC will accept sealed proposals submitted in response to this RFP until 2:00 p.m., Central Standard Time on August 2, 2019, in the Purchasing Offices:

RFP Contact Name: Betsy Hansard

Contact Mailing Address:
Kilgore College
108 Choice St
Kilgore, TX 75662

Contact Physical Address:
Kilgore College
ATC/Whitten Building
1306 S. Henderson
Suite 110
Kilgore, TX 75662

Email Address: bhansard@kilgore.edu

INTRODUCTION

Kilgore College (KC) invites and welcomes proposals for their Fitness Center Renovation project. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE."

PROPOSERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.
PROJECT AND LOCATION
The bid proposal is being requested for James M. Parks Fitness Center which is located at 701 Laird Ave. Kilgore, TX 75662.

This project will be a tax-exempt project. Kilgore College’s Federal Tax ID number is 75-6001909.

PROJECT OBJECTIVE
The objective and ultimate goal for this project is remodel of the weight room and restroom/locker rooms in fitness center.

PROJECT SCOPE AND SPECIFICATIONS
In general the scope includes:

- Demolishing of some existing conditions to include block wall.
- Removal all electrical and plumbing in areas of construction.
- Removal of lockers and cement curbs
- Removal of shower stalls
- Acoustic ceilings to be removed in areas of demo
- Construction of new walls
- Installation of new doors
- General remodel construction to include but not limited to painting/trim work/cement work
- Installation of all Mechanical, Electrical, Plumbing and Fire Protection (MEP and FP) components necessary to support the fitness center remodeled spaces.
- Required Permits

ESTIMATED BUDGET: $150,000 - $200,000

PRE-BID MEETING
There will be a mandatory meeting for prospective Proposers to meet with Kilgore College Construction & Facilities Manager for a walk-through and question and answer session as follows:

Date: July 18, 2019
Time: 9:00 am CST
Location: 701 Laird Ave. Kilgore, TX 75662

Participation at the Pre-Bid Meeting is mandatory. The purpose of this meeting is to give Proposers the opportunity to see the project site and ask questions about the building, documents, and process.

Answers to Questions at the Pre-Bid meeting will be available to all Proposers on https://www.kilgore.edu/about/offices/procurement-services

Further questions may also be submitted, by email, until the deadline for questions of Wednesday, July 31, by 12 noon. Questions will be answered by the appropriate individual(s) within 3 business days.
SCHEDULED TIMELINE
The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting</td>
<td>July 18th, 2019</td>
</tr>
<tr>
<td>Open Bids</td>
<td>July 19th, 2019</td>
</tr>
<tr>
<td>Close Bids</td>
<td>2:00pm CST August 2nd, 2019</td>
</tr>
<tr>
<td>Bid Awarded</td>
<td>August 13, 2019</td>
</tr>
<tr>
<td>Project Start Date</td>
<td>September 1, 2019</td>
</tr>
<tr>
<td>Project End Date</td>
<td>December 31, 2019</td>
</tr>
</tbody>
</table>

EXHIBITS INCLUDED WITH THIS RFP:
Included as part of this RFP are the following documents:

RFP 2019-A003_Atch_1 project drawing
RFP 2019-A003_Atch_2 visual rendition of space

SECTION 2
PROPOSAL BIDDING REQUIREMENTS

PROJECT PROPOSAL EXPECTATIONS
Kilgore College shall award the contract to the proposal that best accommodates the various project requirements. The Kilgore College Board of Trustees reserves the right to reject any or all qualifications/quotes and to waive minor informalities.

All qualifications/quotes submitted shall be valid for a period of sixty (60) days following the final date for submission of qualifications/quotes.

Kilgore College will not be liable for costs incurred by the Company for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on the quote creation. All such costs shall be the responsibility of the Company submitting a quote.

Kilgore College reserves the right to assess liquidated damages in the amount of $2,000.00 per day (after required completion date) until the renovation is completed and accepted by Kilgore College.

DEADLINE TO SUBMIT PROPOSAL
All sealed proposals must be received by 2:00 p.m. Central Standard Time on August 2, 2019 for consideration in the project proposal selection process.
Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal.

Kilgore College shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time they deem necessary or fit without obligation or notice to the proposing Proposer/contractor.

**PROPOSAL SELECTION CRITERIA**

Evaluation will be done by the appointed selection committee.

The selection committee shall evaluate qualifications/quotes taking into consideration the criteria listed below with the maximum percentage of total points for evaluation which may be assigned to each criterion as indicated immediately following the criterion.

a. The ability of the proposed personnel of the Company to perform within the specified timeframe, ten percent (10%)

b. The character, integrity, reputation, judgement, experience, and efficiency of the Company, twenty percent (20%)

c. The quality of performance on previous projects, thirty percent (30%)

d. The quoted cost of the project, thirty percent (30%)

e. Any contributions, donations or other enhancements to the project, ten percent (10%)

**BOARD OF TRUSTEES AWARD**

A final determination will be made at a future board meeting. Kilgore College reserves the right to reject any and all Requests for Proposals and waive any and all information.

**PROJECT MANAGEMENT**

Kilgore College requires that a project manager, coordinator, or supervisor be assigned to the project to work with our Construction & Facilities Manager. The manager should be available to meet with College staff as needed. Please provide telephone and email contact information for person assigned. Kilgore College requires one (1) back-up to this person. Please provide telephone and email contact information.

**CLARIFICATIONS AND INTERPRETATIONS**

KC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only KC’s responses that are made by formal written Addenda will be binding on KC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by KC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 5 APPENDIX THREE). The Addenda Checklist must accompany the Proposer’s proposal. It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services.
CONFIDENTIALITY OF DOCUMENTS

Kilgore College considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or nonproprietary nature and therefore shall be subject to public disclosure under Texas Public Records laws.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of quotation submission. The Company will be required to fully defend, in all forums, Kilgore College’s refusal to produce such information; otherwise, Kilgore College will make such information public.

NON-DISCRIMINATION CLAUSE

Companies submitting qualifications/quotes declare, promise, and warrant they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and related state laws in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

CONFLICT OF INTEREST CLAUSE

The parties hereto declare and affirm that no officer, member, or employee of the College, and no member of its governing body exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the College, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

BREACH

Should the Company breach, violate, or abrogate any term, condition, clause or provision of this agreement, the College shall notify the Company in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the College may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SECTION 3
PREPARATION INSTRUCTIONS

Proposals must state that bids are valid for a period of at least sixty (60) days.

Proposer must submit a total of three (3) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 5 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal
bearing an original signature should contain the mark “original” on the front cover of the proposal.

The following is a list of information that the Proposer should include in their proposal submission:

**Summary of Proposer Background**
- Proposer's Name(s)
- Proposer's Address
- Proposer's Contact Information (and preferred method of communication)
- Legal Form of Proposer (e.g. sole proprietor, partnership, corporation)
- Date Proposer's Company Formed
- Description of Proposer's company in terms of size, range and types of services offered and clientele.
- Proposer's principal officers (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Managers) and length of time each officer has performed in his/her field of expertise.
- Proposer's Federal Employee Identification Number (FEIN)
- Evidence of legal authority to conduct business in Kilgore, TX (e.g. business license number).
- Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.

**Financial Information**
- State whether the Proposer or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.
- State whether the Proposer or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.

**Insurance Information**
- Company shall provide all insurance specified herein and shall maintain such insurance throughout the term of this Agreement.
- The insurance must be obtained from a company or companies acceptable to the District and licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of “A-” or better, or the equivalent from any other rating system.
- The insurance specified herein is the minimum requirement. In the event Company has or obtains insurance coverage in amounts in excess of those required herein, such additional insurance coverage shall also inure to the benefit of the District.
- Minimum insurance coverage to be provided by Company:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Worker's Compensation (part a)</td>
<td>Statutory</td>
</tr>
<tr>
<td>2) Employers liability</td>
<td>$ 1,000,000 each occurrence</td>
</tr>
</tbody>
</table>
3) Commercial General Liability*
   (a) Bodily Injury $1,000,000 each person
       $1,000,000 each occurrence
   (b) Property Damage $1,000,000 each occurrence
       $1,000,000 Aggregate

4) Comprehensive Vehicle Liability
   (a) Bodily Injury $1,000,000 Each person
       $1,000,000 Each occurrence
   (b) Property Damage $1,000,000 Each occurrence

*The Kilgore Junior College District shall be named as an additional insured party on Company’s
General Liability policy.

Certificate of Insurance

The Company shall furnish the College with a certificate(s) of insurance evidencing the coverages
required in this section. Such certificate(s) shall specifically state that the insurance Company or
companies underwriting these insurance coverages shall give the College at least thirty (30) days’
written notice in the event of cancellation of, or material change in, any of the coverages. If the
certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Company
shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the College.

The Company shall require each and every Subcontractor performing work under this Contract to
maintain the same coverages required of the Company in this Section, and upon the request of the
College, shall furnish the College with a certificate(s) of insurance evidencing the Subcontractor’s
insurance coverages required in this section.

Proposed Outcome
- Summary of timeline and work to be completed.

Cost Proposal Summary and Breakdown
- A detailed list of any and all expected costs or expenses related to the
  proposed project.
- Describe each significant phase in the process of providing the Services to KC, and the time
  period within which Proposer proposes to be able to complete each such phase.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 5 APPENDIX
ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly
authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed
Execution of Offer may be rejected by KC, in its sole discretion.
Pricing and Payment Disbursements/Draws

Proposer must complete and return the Pricing Proposal (ref. Section 5 APPENDIX TWO), as part of its proposal. In the Pricing Proposal, the Proposer should summarize (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. A detailed list of any and all expected costs or expenses should be explained in the Cost Proposal.

KC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

The proposal submitted by Proposers should include a schedule of disbursements/draws required to be stated on the Pricing Proposal (ref. Section 5)

Invoices for each disbursement/draw must be submitted for payment.

Guarantee. Service Contract and Warranties

The successful Proposer will be required to guarantee under a Full-System Warranty that all work shall remain free of defects for one (1) full year after project completion. A Full-System Warranty should include labor, workmanship, and full cost of construction. Project specifications may require further system warranties.

Manufacturer’s Warranties on all equipment and other Architectural Warranties shall be collected, bound and submitted to the Owner for their record and possible future use.

SECTION 4
SUBMISSION PROCEDURES

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and return address of the Proposer should be clearly visible.

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer’s ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

• Page Size, Binders, and Dividers

Proposals must be submitted on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

• Table of Contents
Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

- Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then KC may reject the proposal:

Signed and Completed Execution of Offer (ref. Section 5 APPENDIX ONE)

Signed and Completed Pricing Proposal (ref. Section 5 APPENDIX TWO)

Signed and Completed Addenda Checklist (ref. Section 5 APPENDIX THREE). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on Kilgore College website https://www.kilgore.edu/about/offices/procurement-services

Sealed Proposals must be received by KC on or before the Submittal Date and should be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

**Common Carrier:**
Kilgore College  
Attn: Betsy Hansard  
Procurement Manager  
108 Choice St.  
Kilgore, TX 75662  
903-983-8105  
bhansard@kilgore.edu

**Physical Address:**
Kilgore College  
Attn: Betsy Hansard  
ATC/Whitten Building  
1306 S. Henderson  
Suite 110  
Kilgore, TX 75662  
903-983-8105  
bhansard@kilgore.edu
By signature hereon, Proposer offers and agrees to furnish to Kilgore College the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Proposer affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.

By signature hereon, Proposer certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Proposer’s proposal.

By signature hereon, Proposer affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

Proposer represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

By signature hereon, Proposer signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, Proposer agrees to defend, indemnify, and hold harmless KC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys’ fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Proposer’s proposal.

By signature hereon, Proposer agrees to abide by and fully comply with KC’s smoking policy. Proposer understands that KC has a smoke-free campus and this applies to the project at issue and Proposer agrees that all persons working under or for Proposer will abide by this policy in all respects.

Proposer:____________________________________  EIN No:__________________________________
Address: _____________________________________________________________________________
Telephone: __________________________   Email:___________________________________________
Office Name & Title (printed) _____________________________________________________________
Officer Signature:____________________________________________ Date: _____________________
Proposal of: __________________________________________
(Proposer Company Name)

To: Kilgore College
Ref.: James M. Parks Fitness Center Remodel
RFP No.: 2019-A003

Ladies and Gentlemen:
Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the requested fitness center remodel pursuant to the above-referenced Request for Proposal upon the terms contained in the RFP responses.

**Pricing Proposal Summary**

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Kilgore College reserves the right to assess liquidated damages in the amount of $2,000.00 per day (after required completion date) until the renovation is completed and accepted by Kilgore College.

Respectfully submitted,

**Proposer:** _______________________

**By:** _______________________
(Authorized Signature for Proposer)

**Name:** _______________________

**Title:** _______________________

**Date:** _______________________

Proposal of: _____________________________
(Proposer Company Name)

To: Kilgore College  
Ref.: James M. Parks Fitness Center Remodel  
RFP No.: 2019-A003

Ladies and Gentlemen:
The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial for each if applicable).

It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at https://www.kilgore.edu/about/offices/procurement-services

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

If no Addenda’s available initial here. __________

Respectfully submitted,

Proposer: _________________________________

By: _________________________________  
(Authorized Signature for Proposer)

Name: ________________________________

Title: ________________________________

Date: ________________________________