



Request for Proposals
for

Ranger College Entry Fountain
Ranger, Texas

February 2, 2024

Procurement Number: 2023-24-003

Submissions Due:
February 26, 2024, 11:00 AM CST



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1 GENERAL INFORMATION

1.1 Scope

Ranger College is seeking Proposals for the construction of an Entry Fountain at Ranger, Texas. The Proposal form is included in Attachment A.

1.2 Points of Contact

Procurement Process: **Gaylyn Mendoza, CPA, Senior Vice President of Financial and Administrative Services / CFO**
Phone: (254) 267-7040
E-mail: gmendoza@rangercollege.edu

Facilities Contact: **Chuck Lemaster, Director-Physical Plant**
Phone: (254) 631-7961
E-mail: clemaster@rangercollege.edu

Mailing Address for Hard Copy Proposal Submission	Delivery Address for Electronic Mail (e-mail) Proposal Submission
Gaylyn Mendoza, CPA SVP of Financial and Administrative Services/CFO Ranger College 1240 College Circle Ranger, TX 76470	gmendoza@rangercollege.edu

1.3 Procurement Schedule

Deadlines for Facility Tour and Proposal Submission:

Procurement Schedule		
Proposals Received at the Mailing, email, or Delivery Address on or before	February 26, 2024	11:00 AM CST Welcome Center East Conference Room

1.4 Eligible Respondents



Eligible Proposers must be:

- 1.4.1** Legally authorized to do business in the State of Texas and not determined to be “not in good standing” by the Texas Comptroller of Public Accounts.
- 1.4.2** Are not debarred from participating in state contracts under [Government Code § 2155.077](#); and
- 1.4.3** Are not debarred or suspended from participating in Federal contracts.

2 STATEMENT OF WORK

2.1 Background and Description of Renovation

The Ranger College main campus is located at 1240 College Circle in Ranger, Texas. The site of the proposed fountain is located in front of the Ranger College cafeteria. The area for the fountain is an area with a concrete circle with grass inside of the circle. The grass will need to be removed for the fountain installation.

2.2 Specifications and Measurements

The custom fountain specifications are:

Perimeter	50	Linear Foot
Area	201	Square Foot
Volume	1000	Gallons
Envelope	16x16	Foot
Coping Area	80	Square Foot
Pool Style	Fountain	Pool
Entry Depth	1	Foot
Mid Depth	1	Foot
End Depth	1	Foot



2.3 General Construction Scope of Work:

The General Construction Scope of Work is to include:

Pre-Construction:

Drafting:

Design and finalize construction plans

Pool Mark off:

Customer approval of pool location

Dig Tess/Line Locate:

Identify and mark any major utility lines owned by the utility company

Local Building Permits:

Assist with any local building permits and schedule inspections where required. It does not include any fees that may be associated with it.

Construction Process:

Project Supervision:

Direct project supervision throughout the duration of the project.

Portable restroom:

Restroom set and maintained on-site

Excavate Pool:

Dig with excavator and dump truck, hand trim, and cut walls

Steel Structure:

1/2" #4 Steel throughout the entire shell of Fountain 10" on center walls and extra engineered bars on floors. Continuous 1/2" #4 Bond Beam. A bonding wire installed around the entire shell.

Plumbing:

2" Schedule 40 Plumbing. 6 LED Fountains.

The final plumbing run is to be determined.

Pool Equipment:

Jandy DE filter, Jandy 2.7 hp energy efficient variable speed filter pump, Jandy filter backwash valve, inline chlorinator, precast equipment pad.



Gunite:

Dry mix gunite 12"x12" bond beam, 12" walls, and 8"-10" hand-raked floors and coves. hydrostatic weep holes.

Tile:

6" brown coat waterproof. 6" frost proof waterline tile. overflow drain with a large discharge pipe.

Coping:

12" special stone coping

Monument:

Custom monument with signage on both sides

Electrical: 6 LED Lights, wire all pumps and control panels, 1 GFCI Service plug, 1 Automated Control system Wi-Fi enabled. Final electrical location to be determined.

Interior Pool Finish:

White plaster

Remove Debris:

Remove construction trash and material

Fountain Start-Up:

Purge all lines and start all equipment, Test and Balance Water, Set up Automation

2.4 Location for Renovation

The Ranger College Campus is located at 1240 College Circle, Ranger, Texas.

2.5 Deadline for Completion of Project

The Entry Fountain would be scheduled to be started as soon as the proposal is approved upon a signed contract and would be completed by July 1, 2024.

2.6 Proposals Must Include All Services

The contractor must be able to deliver all the specified services in the Scope of Work through subcontractors if the work is not performed by the Contractor directly.



2.7 Proposals

Each submitted proposal should include pricing, proposed material substitutions if any, proposed contractors, references from past clients, worker's compensation and other insurance documentation, and any other material that will help the College to evaluate the proposal based on the Best Value criteria included in this RFP.

2.8 Payment and Performance Bonds

The contractor will be required to provide Performance and Payment Bonds in an amount equal to 100% of the total contract amount, issued by a corporate surety approved by the Owner.

3 UTILIZATION AND COMPENSATION

3.1 Invoices Required

Invoices should be submitted monthly by the successful proposer to Ranger College for review and payment.

3.2 Method of Payment

3.2.1 Invoice Payments

Ranger College will pay each invoice upon the approval of Ranger College's Director of Physical Plants within 30 days of receipt. The final payment will be made once the project is complete and verified by the College's Director of Physical Plants.

3.2.2 Mobilization and Travel

Mobilization and travel expenses for the Proposer and subcontractors shall be included in their proposal price.



4 APPLICATION REQUIREMENTS

4.1 Right to Reject Proposals or Portions of Proposals

Ranger College may, in its discretion, reject any and all applications or portions thereof.

4.2 Amendments to Proposals

Proposers have the right to amend their proposals by submitting a written amendment to the Procurement Point of Contact on §1.2, prior to the date and time on which proposals are due.

4.3 Proposal Submission Instructions

4.3.1 Complete and submit Attachment A for your proposal and include documentation for any materials substitutions if not using the listed manufacturer and item.

4.3.2 Provide references as General Contractor from customers for whom the Proposer has provided similar work which will demonstrate the ability to satisfy the customer.

4.3.3 Provide your list of any subcontractors to be used on this project, including references.

4.3.4 Delivery of Applications

Proposals in response to this RFP must be submitted to the Procurement Contact listed in Section §1.2 on or before the date and time listed.

4.3.5 Costs Incurred

Applicants understand that issuance of this proposal in no way constitutes a commitment by Ranger College to award a contract or to pay any costs incurred by a Proposer in the preparation of a response to this proposal. Ranger College is not liable for any costs incurred by an Applicant before awarding a contract to a successful proposer.

5 EVALUATIONS

5.1 Screening

Ranger College will review all proposals received according to the evaluation process described in this section.

All contractors are required to provide Workers' Compensation coverage as required in Attachment B.



5.2 Best Value Factors

In accordance with [1 TAC §391.131](#), the following best-value factors will be considered and scored by the College in making any contract award:

TABLE 5 - BEST VALUE FACTORS	
Best Value Factor	Criterion Considered
5.2.1 Demonstrated Experience with Similar Projects 30%	The degree to which supporting documentation demonstrates experience by the contractor and subcontractors for this type of work and compliance with BABAA.
5.2.2 Price 50%	The proposed prices for the renovation as included in Section 2 Statement of Work.
5.2.3 Previous Customer Recommendations 20%	The degree to which supporting documentation demonstrates customer satisfaction with the work provided and schedule compliance.

5.3 Review and Validation of Proposals

The Applicant must provide full, accurate, and complete information as required and in support to this solicitation. The Proposer submittal should include documentation to support the Best Value evaluation by the College. As part of the review process, Ranger College staff may validate any aspect of the proposal. Validation may consist of meetings with the Proposer, review of records, and confirmation of the information submitted in the proposal with the Proposer and third parties.

5.4 Non-Responsive Proposals

If no responsive proposals are received, Ranger College reserves the right to award a contract based on non-competitive negotiations.



Attachment A
RFP RESPONSE FORM –
Procurement Number: 2023-24-003

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her Company, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this RFP; that he/she will abide by all the policies and procedures of Ranger College; and that he/she has read this entire RFP package (Sections 1 through 5), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP. Failure to manually sign this RFP Response Form will be reason for the RFP to be rejected.

SUBMITTED BY:

Business Legal Name: _____

By: _____

Name: _____

Title: _____ Date: _____

Contact Representative: _____

Business Address: _____

City/ST/Zip: _____

Phone: _____ Fax: _____

Email: _____

Prompt Payment Discount: _____ % if paid within _____ days

Please include a copy of the Proposer's W-9 Form with your proposal.



I hereby acknowledge receipt of the following addenda which have been posted to the Ranger College Procurement page which are incorporated into the RFP Document. (Please initial in ink to acknowledge each addendum posted. If none are posted, leave it blank).

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

Proposed Price, inclusive of all Addenda: \$ _____
Should agree with Total on Attachment A

DEVIATION/COMPLIANCE SIGNATURE FORM

If the Proposer intends to deviate from the Specifications listed in this RFP document, circle Yes or No and list all such deviations on this page, with complete and detailed conditions and information included or attached. The College will consider any deviations in its RFP award decisions, and the College reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Company assures the College of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this RFP document.

Deviations Submitted No Yes

If yes is checked, please list below. Attach additional sheet(s) if needed.



Attachment B
Workers' Compensation Insurance Coverage

A. Definitions

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
Figure: 28 TAC §110.110(c)(7)
(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing an extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.



- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees' providing services on the project, for the duration of the project;
 - b. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing an extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. a new certificate of coverage showing an extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - iii. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - iv. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - v. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

END OF DOCUMENT