



REQUEST FOR PROPOSALS

Ranger College

For

**Selection of a Vendor to Provide
Construction of a Multi-Purpose Facility**

RFP No. 2023-24-004

May 15, 2024

**Prepared By:
Gaylyn Mendoza
Sr. VP of Financial and
Administrative Services / CFO
Ranger College
1240 College Circle
Ranger, Texas 76470
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KEY DATES SCHEDULE

PROJECT NAME:	Construction of a Multi-Purpose Facility at Ranger College Rodeo Grounds
SCOPE OF WORK:	Ranger College is seeking Proposals for constructing a Multi-Purpose Facility in Ranger, Texas. The Specifications and Scope of Work are included in Section 5. Proposal requirements are included in Appendix One.
ISSUANCE OF RFP	May 15, 2024
MANDATORY PRE-PROPOSAL CONFERENCE	June 4, 2024 at 10:00 am 1240 College Circle, Ranger, Texas 76470 There will be registration at the pre-proposal meeting and guided tours of facilities. The pre-proposal conference will allow all Proposers an opportunity to ask relevant questions and clarify the provisions of this RFP. BIDS WILL BE ACCEPTED ONLY FROM THOSE BIDDERS RECORDED AS ATTENDING THIS MEETING. THERE WILL BE NO EXCEPTIONS.
DEADLINE FOR QUESTIONS:	June 6, 2024, 10:00 a.m. CST
SUBMITTAL DEADLINE:	June 12, 2024 2:00 p.m. CST
DELIVERY LOCATION:	Ranger College Welcome Center Attn: Gaylyn Mendoza Sr. VP of Financial and Administrative Services 1240 College Circle Ranger, Texas 76470
BOARD OF REGENTS AWARD:	A final determination will be made at a future board meeting. Ranger College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
DEADLINE FOR COMPLETION OF SERVICE/PROJECT:	The Multi-Purpose Facility at Ranger College Rodeo Grounds will be scheduled to be completed for our incoming Fall 2024 students to start using the building.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO GAYLYN MENDOZA VIA E-MAIL TO gmendoza@rangercollege.edu. NO PHONE CALLS WILL BE ACCEPTED.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION

SECTION 2: NOTICE TO PROPOSER

SECTION 3: SUBMISSION OF PROPOSAL

SECTION 4: GENERAL TERMS AND CONDITIONS

SECTION 5: SPECIFICATIONS AND SCOPE OF WORK

SECTION 6: PRICING PROPOSAL

ATTACHMENTS:

APPENDIX ONE: PROPOSAL REQUIREMENTS

APPENDIX TWO: ARCHITECT PLANS

SECTION 1

INTRODUCTION

1.1 Description of Ranger College

Ranger College (“RC”) is located in Ranger, Texas. Ranger College is one of the fastest-growing two-year colleges in the nation. Our location might be rural, but our campus community is international, with students from Australia, Russia, England, Greece, Mexico, and of course the great state of Texas. Ranger College’s main campus occupies a 50-acre campus within the city limits of Ranger, an Eastland County community of approximately 2,500 people, located on Interstate 20 between Fort Worth and Abilene. The beautifully wooded, rolling hills and many lakes provide ample opportunities for hunting, fishing, and outdoor recreation. At the same time, the City of Ranger boasts an excellent school system and several active churches. It is one of the oldest continuously operating public two-year colleges in Texas. The campus in Ranger serves several counties in north central Texas and awards the Associate of Arts, Associate of Science, and Associate of Applied Science degrees. Students on campus may live in the college’s dormitories and enjoy the college dining facilities or live at home and commute.

RC will soon celebrate its 100th year and has approximately 2,500 students, (full-time, part-time, distance education, high school dual credit, and non-credit continuing education classes), 50 faculty, and 70 staff. The College partners with over 45 area high schools to provide dual credit courses and/or early college high school. The College offers over 5 Associate’s degrees and 10 certificate programs. The College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

RC Main Campus is a residential campus and houses over 350 students in 6 residence halls, many of whom participate in NJCAA athletic sports. Men compete in basketball, soccer, baseball, cross country, track and field, rodeo, and golf. Women compete in basketball, soccer, softball, cross country, track and field, golf, rodeo and volleyball.

Ranger College provides a friendly, **tobacco-free vapor-free environment** at all of its campuses and satellite facilities.. No alcohol whatsoever will be permitted on campus grounds.

Ranger College is committed to providing a safe environment for students, faculty, staff, and visitors. Campus Security can be contacted at 254-267-7000. Dial 911 for emergencies.

Ranger College’s web page is located at www.rangercollege.edu

1.2 Objective of this Request for Proposal

Ranger College (“RC”) is soliciting proposals in response to this Request for Proposal, RFP No. **2023-24-004** (this “RFP”), from qualified vendors to provide construction of a multi-purpose facility for our Rodeo program as well as serve as potential instruction space (the “**Services**”). The land currently being used includes a rodeo arena and stall barns. Appendix Two will include the list of architect and mechanical engineering plans that are linked to the plans located on the Ranger College [Business Office Website](http://www.rangercollege.edu/about-us/business-office) at www.rangercollege.edu/about-us/business-office under the Procurement dropdown menu towards the bottom of the page.

The Services are described in **Section 5 Specifications and Scope of Work.**

Ranger College provides rodeo grounds for its Rodeo team on its Ranger campus. Vendors will be asked to provide proposals for the rodeo Multi-Purpose Facility at the Ranger College Rodeo grounds located at 609 Cooper St., Ranger, Texas, which is at the end of Cooper St.

The Contractor shall provide the labor, equipment, and supplies necessary to perform the general construction of the Rodeo Multi-Purpose Facility.

The General Construction Contract is to include all work described in the Contract Documents. 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.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the RC nor its representatives shall be responsible for any error or omission in this RFP.

1.3 Public Information

Proposer is hereby notified that RC strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General concerning disclosure of public information.

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

Upon execution of a final agreement, RC 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 (Government Code, Chapter 552.001, et seq.)*. Proposers 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 Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.4 Contract Service Agreement and Insurance Requirements

The contractor, if any, will be required to enter into a contract with RC.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation concerning his/her proposal and any ensuing contract.

The services/coverages/products requested are currently anticipated to commence as soon as the contract is approved.

Each Proposer acknowledges that RC has made a reasonable attempt to provide the Proposer with relevant pricing and exposure data. The Proposer, therefore, waives any right of avoidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks, or exposures known to exist in the provision of the services being requested.

Each Proposer must be able to submit an insurance certificate evidencing the following coverage. These insurance limits are the minimum limits required to do business with RC. Insurance requirements will be project specific.

Contractor shall maintain, for the full term of Contract:

- (a) Errors and omissions insurance to be carried by technology professionals and consultants for the project with limits of at least one million dollars (\$1,000,000) single occurrence, with a deductible in an amount not to exceed the sum of twenty-five thousand Dollars (\$25,000). The project-specific insurance shall be maintained for a period of not less than one (1) year after the completion of Services to be performed under Contract.
- (b) Comprehensive or commercial general liability insurance, with limits of not less than \$1,000,000 per each occurrence, combined single limit, for bodily injury and property damage. Such policy/ies shall include within its scope coverage for claims including, but not limited to damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than Contractor's employers, or damages arising from personal or advertising injury applicable to Contractor's obligations under Contract, including liability assumed by and the indemnity and defense obligations of Contractor and subcontractors.
- (c) Comprehensive or business automobile liability insurance, with limits not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles.
- (d) Workers' Compensation, including employers' liability insurance, with limits not less than \$1,000,000 for each accident, occurrence, or disease. Notwithstanding the foregoing, Contractor shall carry Worker's Compensation in the amounts and as required under Texas law.

General liability insurance shall be on an occurrence basis. The coverage afforded thereby shall be primary and non-contributory to any other existing valid and collectable insurance to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to RC.

Before commencement of Services under this Contract, certificates of insurance shall be furnished to RC, with complete copies of policies to be furnished to RC promptly upon request.

Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices. Certificates and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to RC. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Each policy except worker's compensation and professional liability shall add the District, the District 's employees, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them as additional insured's.

Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall apply separately to the project (with the insurer's endorsement provided to RC) or shall be two times the occurrence limits stipulated.

If Contractor fails to maintain any required insurance, RC, at its sole option and without incurring any further obligation to provide insurance, may take out insurance in such type and amount and to deduct the amount of the premium for such insurance from any Fees due Contractor.

1.5 Clarifications and Interpretations

RC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only RC's responses that are made by formal written Addenda will be binding on RC. Any verbal responses, written interpretations, or clarifications other than the Addenda to this RFP will be without legal effect. All Addenda issued by RC 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 4 of Appendix One**). 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 RC's website at www.rangercollege.edu/about-us/business-office under the procurement dropdown menu.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.3** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by RC.

RC will select the Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals by this RFP will be rejected by RC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, RC may invite one or more selected Proposers to participate in oral presentations. RC will use commercially

reasonable efforts to avoid public disclosure of the contents of a proposal prior to the selection of the Contractor.

RC may make the selection of Contractor based on the proposals initially submitted, without discussion, clarification, or modification. In the alternative, RC may make the selection of Contractor based on negotiation with any of the Proposers. In conducting such negotiations, RC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At RC's sole option and discretion, RC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, RC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest-rated proposal(s). In that event, RC will defer further action on proposals not included within the competitive range pending the selection of the Contractor; provided, however, RC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of RC.

After submission of a proposal but before the final selection of the Contractor is made, RC may permit a Proposer to revise its proposal to obtain the Proposer's **best and final offer**. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. RC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. RC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to RC overall, as determined by RC.

RC reserves the right to negotiate any commissions and/or fees with the representative of the winning proposal.

RC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process if deemed to be in the best interests of RC. The proposer is hereby notified that RC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by RC.

1.7 RC's Reservation of Rights/Unbalanced Proposal

RC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. RC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. RC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by RC.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. RC reserves the right to evaluate and determine the next qualified Proposal for consideration of the Award.

1.8 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.6** of this Section), [b] the Criteria for Selection (ref. **Section 2.3** of this RFP), and [c] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by RC during this RFP process.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and RC has made no representation written or oral that one or more agreements with RC will be awarded under this RFP; (2) RC issues this RFP predicated on RC's anticipated requirements for the Services, and RC has made no representation, written or oral, that any particular scope of services will be required by RC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only individual firms or lawfully formed business organizations may apply. (This does not preclude a respondent from using consultants). RC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.11 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.12 Certification of Franchise Tax Status

Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.13 Proposal Validity Period

Each proposal must state that it will remain valid for RC's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.14 Equal Opportunity Employer

RC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicapped status, or any other characteristic protected by law. RC requires companies with which it conducts business to be equal-opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.15 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. RC will be unable to execute and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.16 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to the Business Office no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

- (a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated.
- (b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in "a" of this subsection.
- (c) A precise statement of the relevant facts.
- (d) An identification of the issue or issues to be resolved.
- (e) Arguments and authorities in support of the protest; and
- (f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by RC.

The Business Office, legal counsel for RC, and/or a committee headed by and appointed by the Senior Vice-President of Financial and Administrative Services / CFO, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of receipt of the protest, unless

the Senior Vice-President of Financial and Administrative Services / CFO, or the designee, notifies the protestor that additional time is needed. The decision shall be final.

1.17 Domestic Preferences for Procurement and Buy American Provisions

As appropriate and to the extent consistent with law, RC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending Federal funds. The Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-Federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

RC will accept proposals submitted in response to this RFP until 2:00 p.m., Central Prevailing Time on **June 12, 2024**, in the Welcome Center's Business Office (the "**Submittal Deadline**").

2.2 RC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following RC contact ("**RC Contact**"):

Ranger College
Gaylyn Mendoza
Senior VP of Financial & Administrative Services / CFO
1240 College Circle
Ranger, Texas 76470
254-267-7040
gmendoza@rangercollege.edu

RC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to RC Contact. RC Contact must receive all questions or concerns no later than **June 6, 2024 at 10:00 A. M.** RC will have a reasonable amount of time to respond to questions or concerns. It is RC's intent to respond to all appropriate questions and concerns; however, RC reserves the right to decline to respond to any question or concern. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on RC's website at www.rangercollege.edu/about-us/business-office.

2.3 Criteria for Selection

The successful Proposer, if any, selected by RC in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to RC. The successful Proposer is referred to as the "**Contractor**."

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; or beneficiaries and /or users of the RFP's subject matter.

Qualifications, Experience, & Reputation (30 pts.)

- A. Provide your company profile including history, company principals, number of employees, annual revenues, date the company was established, and any lawsuits/liens within the past five years in accordance with the format included in this RFP.
- B. Provide a list of five (5) completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.

- C. Relevant Client References – Provide three (3) references of completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.

Proposed Lead Personnel (20 pts.)

- A. Provide a list of all your proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
- B. Provide an organization chart that depicts all your lead personnel. Include current domicile location for each person and employment duration with the firm.
- C. Provide resumes for all your lead personnel.
- D. Indicate where the office providing the services under this RFP is located.
- E. Indicate if any of the lead personnel are in a different office and the location of that office.
- F. List any current projects that your lead personnel are currently participating in.

Ability to meet Project Completion Timeline (15 pts.)

- A. Indicate in a brief paragraph whether your company can meet the project timeline as specified under this RFP.
- B. Provide an overview of the approach and methodology that will be followed to accomplish the project's timeline.
- C. Provide a detailed schedule of how the project will be accomplished.

Completeness and Thoroughness of Qualifications Package (5 pts.)

- A. RFP submittal packet must be clear, concise, and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

Proposal Cost: Provide on Bid form included in the project specifications (30 pts.)

An evaluation team from RC will evaluate proposals. The evaluation of proposals and the selection of the Contractor will be based on the information provided by Proposer in its proposal. RC may give consideration to additional information if RC deems such information relevant.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete copy of its *entire* proposal with original signatures by an authorized officer of Proposer on all documents, plus one (1) electronic copy (USB) containing a copy of the entire proposal.

3.2 Submission

Proposals must be received by RC on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to or, if sent by a common carrier (FedEx, UPS, etc.), mailed to:

Ranger College
Attn: Gaylyn Mendoza
Senior VP of Financial & Administrative Services / CFO
1240 College Circle
Ranger, Texas 76470
254-267-7040

3.3 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 RC may reject the proposal:

- 3.3.1 Signed and Completed Execution of Offer (ref. **Section 2** of **Appendix One**)
- 3.3.2 Signed and Completed Pricing Proposal (ref. **Section 6** of this RFP)
- 3.3.3 Responses to questions and requests for information in the Proposer's General Questionnaire (ref. **Section 3** of **Appendix One**)
- 3.3.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **Appendix One**)
It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on RC's website at www.rangercollege.edu/about-us/business-office.
- 3.3.5 Signed and Completed Felony Conviction Notification Form (ref. **Section 5** of **Appendix One**)
- 3.3.6 Signed and Completed Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**)
- 3.3.7 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**)
- 3.3.8 Signed and Completed Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8** of **Appendix One**)
- 3.3.9 Signed and Completed Prohibition on Contracts with Companies that Discriminate Against Firearms Entity or Trade Association Form (ref. **Section 9** of **Appendix One**)

SECTION 4

PROPOSED AGREEMENT

The terms and conditions contained in this RFP will constitute and govern any contract or agreement that results from this RFP.

SECTION 5

SPECIFICATIONS AND SCOPE OF WORK

5.1 General Information

The General Construction Scope of work is to include:
Rodeo Multi-Purpose Facility at 609 Cooper St in Ranger, Texas. Architect plans available are listed in **Appendix Two** and are included on the Ranger College [Business Office website](#) under the Procurement dropdown menu.

The purpose of this RFP is to obtain complete data from potential vendors to include the construction of a general-purpose building for a rodeo classroom. The responses will enable Ranger College to determine which vendor is best able to serve all of the criteria that are to be considered in the award of this contract. Proposers may propose additional tasks, options, or activities if they will substantially improve the results of this project.

5.2 Pricing Proposal – Ref. Section 6

5.3 Scope of Work - Requirements

The awarded Contractor shall construct one Multi-Purpose Facility for rodeo and other instructional use.

The Proposer will provide construction services on a non-exclusive basis.

5.3.1 Responsibilities of the College

RC will provide utility services for the construction of the Multi-Purpose Facility including water, sewer, natural gas, and electricity. RC does not guarantee any uninterrupted supply of utility services and RC will not be liable to the vendor or to anyone else for any loss, damage, cost, or expense which may result from the interruption of or failure of utility services.

5.3.2 Responsibilities of Contractor

The Contractor will provide trash dumpster services. It is the Contractor's responsibility to place garbage into the dumpsters.

Utilities are brought to the premises by RC. Contractor is responsible for connecting the utilities to their equipment and for paying all related construction costs and connections.

Contractor shall schedule all work through RC's assigned representatives. At no time shall the Contractor perform any work at site that has not been prescheduled through RC.

SECTION 6

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Ranger College

Ref.: Construction of Multi-Purpose Facility for Rodeo program

RFP No.: 2023-24-004

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to construct a Multi-Purpose Facility for the RC's Rodeo program required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing Proposal for Services Offered (use a separate sheet if necessary)

Pricing Proposal must be filled out completely, signed, and returned.

Multi-Purpose Facility for Rodeo Program Proposed Price \$ _____

6.2 RC's Payment Terms

RC's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to RC, if any:

Prompt Payment Discount: _____% _____ days/net 30 days

Respectfully submitted,

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Email: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

SECTION 1: GENERAL INFORMATION

SECTION 2: EXECUTION OF OFFER

SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE

SECTION 4: ADDENDA CHECKLIST

SECTION 5: FELONY CONVICTION NOTIFICATION FORM

SECTION 6: RC PURCHASE ORDER TERMS AND CONDITIONS

SECTION 7: DELINQUENT FRANCHISE TAXES FORM

SECTION 8: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL FORM

SECTION 9: PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION FORM

SECTION 1

GENERAL INFORMATION

1.1 Purpose

RC is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements outlined in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by RC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal.

Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

- 1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.
- 1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.
- 1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of RC.
- 1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by RC, at RC's sole discretion.
- 1.2.7 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.
- 1.2.8 RC makes no warranty or guarantee that an award will be made as a result of this RFP. RC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in RC's best interest. RC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to RC, at RC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.2.9 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by RC, in RC's sole discretion.

1.3 Preparation and Submittal Instructions

- 1.3.1 Specifications and Additional Questions
Proposals must include responses to the questions in Specifications and Scope of Work (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.
- 1.3.2 Execution of Offer
Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2 of 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 RC, in its sole discretion.

1.3.3 Pricing Proposal

Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP). The Proposer should answer each applicable section. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

1.3.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **Appendix One**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **Appendix One**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by RC, in its sole discretion. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on RC's website at www.rangercollege.edu/about-us/business-office.

1.3.6 Felony Conviction Notification Form

Proposer must complete, sign and return the attached Felony Conviction Notification Form (ref. **Section 5** of **Appendix One**) as part of its proposal. The Felony Conviction Notification Form 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 Felony Conviction Notification Form may be rejected by RC in its sole discretion.

1.3.7 Delinquent Franchise Taxes Form

Proposer must complete, sign and return the attached Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**) as part of its proposal. The Delinquent Franchise Taxes Form 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 Delinquent Franchise Taxes Form may be rejected by RC in its sole discretion.

1.3.8 Prohibition on Contracts with Companies Boycotting Israel Form

Proposer must complete, sign, and return the attached Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Israel Form 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 Prohibition on Contracts with Companies Boycotting Israel Form may be rejected by RC in its sole discretion.

1.3.9 Prohibition on Contracts with Companies Boycotting Energy Companies Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8** of **Appendix**

One) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Energy Companies Form 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 Prohibition on Contracts with Companies Boycotting Energy Companies Form may be rejected by RC in its sole discretion.

1.3.10 Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form

Proposer must complete, sign, and return the attached Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form (ref. **Section 9 of Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form 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 Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form may be rejected by RC in its sole discretion.

1.3.11 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container, which shall be properly identified with the Proposal number, project name, proposal due date and time, and the name and address of the Proposer (ref. **Section 2.1** of this RFP).

Upon Proposer's request and at Proposer's expense, RC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. RC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

RC will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to RC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without RC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to RC, in RC's sole discretion.

By signing the Execution of Offer (ref. **Section 2 of Appendix One**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on RC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an agreement with RC as specified herein and that such intent is not contingent upon RC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

APPENDIX ONE, SECTION 2
EXECUTION OF OFFER

Construction of a Rodeo Multi-Purpose Facility
RFP No. 2023-24-004

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT TYLER JUNIOR COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT TYLER JUNIOR COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to RC 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.
2. By signature hereon, Respondent 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.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions, and requirements of the RFP;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances;
 - d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

- e. Respondent, if selected by RC, will maintain insurance as required by the Contract;
 - f. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Respondent acknowledges that RC will rely on such statements, information, and representations in selecting the Successful Respondent. If selected by RC as the Successful Respondent, Respondent will notify RC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
6. By signature hereon, Respondent 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 Respondent's proposal.
 7. By signature hereon, Respondent certifies as follows:
"Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
 8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and RC.
 9. By signature hereon, Respondent 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*).
 10. Respondent 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.
 11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
 12. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless RC, 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 Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
 13. By signature hereon, Respondent agrees to abide by and fully comply with RC's smoking policy. Respondent understands that RC has a tobacco-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.
 14. By signature hereon, Respondent agrees that RC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same.
 15. By signature hereon, in accordance with the Texas Government Code, Respondent represents and verifies that it does not, and will not during the term of the contract, if awarded,

boycott Israel and that Respondent is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

16. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Non-procurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to RC if at any time prior to award Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when RC executes the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to RC, RC may terminate the Agreement, if any, for default by Respondent.

Please complete the following:

Respondent's EIN No: _____

If Sole Owner:

Respondent's SS No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number) & (Email)

(Street Address)

(City, State, Zip Code)

APPENDIX ONE, SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. Title each section in the following order and submit each section in a separate labeled tab for easy identification.

Cover letter: Provide a cover letter that shall not exceed two (2) pages in length summarizing key points in the proposal.

3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, RC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

- 3.1.2 State whether Proposer will provide a copy of its audited financial statements for the past two (2) years. Audited are preferred, but reviewed statements will be accepted.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with RC (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of RC? If yes, Proposer will explain.
- 3.1.8 Proposer will provide the name and Social Security Number, if requested, for each person having at least 25% ownership interest in Proposer. This disclosure is **mandatory** pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 General Requirements

- 3.2.1 Proposer will submit a work plan with key dates and milestones. This should include:
 - Identification of tasks to be performed
 - Timeframes to perform and implement these tasks
 - Provide a detailed transition timeline for the first six months of operation. Include any details on proposer construction/renovation schedules.
 - Objectives to be accomplished
 - List of participants involved
- 3.2.2 Proposer will provide summary resumes for its proposed key personnel who will be providing services, including their specific experiences with similar projects and number of years of employment with Proposer.
- 3.2.3 State if Proposer takes exception to any terms or conditions as set forth in the Proposed Agreement (ref. Appendix Two). Proposer must submit a list of any exceptions.

3.3 Additional Information - Schedule

3.3.1 Describe your proposed schedule of services.

3.4 Experience/Reputation/References

3.4.1 Describe your company's qualifications and experience.

3.4.3 Provide a list of references.

3.5 Miscellaneous

3.6.1 TX-RAMP: Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agreed that through the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of any ensuing contract.
<https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp>

APPENDIX ONE, SECTION 4
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: RANGER COLLEGE

Ref.: Construction of a Rodeo Multi-Purpose Facility

RFP No.: 2023-24-004

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on RC's website at www.rangercollege.edu/about-us/business-office.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE, SECTION 5
FELONY CONVICTION NOTIFICATION FORM
RANGER COLLEGE DISTRICT
REQUEST FOR PROPOSAL NO. 2023-24-004

.....

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (1) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the Contract."

This notice is not required of a publicly held Corporation

.....

I certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

NAME: _____

A. I have not been convicted of a felony.

Signature: _____ **Date:** _____

B. I have been convicted of a felony.

Name of Felon (s): _____
Details of Conviction (s): _____

Signature: _____ **Date:** _____

C. The associated firm (or practice) is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon (s): _____
Details of Conviction (s): _____

Signature: _____ **Date:** _____

APPENDIX ONE, SECTION 6
DELINQUENT FRANCHISE TAXES FORM

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the undersigned agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED CORPORATION OFFICIAL'S NAME:

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax; therefore, I am submitting a certified statement to that effect.

Signature of Corporate Official: _____

- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Corporate Official: _____

APPENDIX ONE, SECTION 8
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must indicate in its Response and state why the certification is not required.

Exemption criteria include the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. Term "company" does not include a sole proprietorship.

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Tyler Junior College that said company: (check one)

___ 1) does not Boycott energy companies and will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000

Signature of Certifying Official

Title

Date of Certification

APPENDIX ONE, SECTION 9
**PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE
AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Exemption criteria include the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Ranger College that said company: (check one)

___ 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

___ 2) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000

Signature of Certifying Official

Title

Date of Certification

APPENDIX TWO

The following plans are linked to the Ranger College [Business Office website](#). The plans listed below are also listed on the Ranger College website. if you go to www.rangercollege.edu and hover over About Us. Then click on Business Office. (<https://www.rangercollege.edu/about-us/business-office>). Once you are there, scroll down to the Procurement dropdown menu. The link for each of these plans will be included under the RFP 2023-24-004 Construction of Multi-Purpose Facility section.

Architect Plans

Mechanical Engineering Plans:

[E-1 Lighting - Floor Plan](#)

[E-2 Power - Floor Plan](#)

[E-3 Details](#)

[E-4 Details](#)

[E-5 Detail and Notes](#)

[E-6 Schedules](#)

[M-1 HVAC Floor Plan](#)

[M-2 HVAC Details](#)

[M-3 HVAC Details](#)

[M-4 HVAC Notes](#)

[M-5 HVAC Schedules](#)

[P-1 Floor Plan](#)

[P-2 Floor Plan](#)

[P-3 Details](#)

[P-4 Details, Notes, and Schedules](#)