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REQUEST FOR PROPOSAL (RFP)

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**Facilities Maintenance Services Provider  
RFP No. 2020-FC007**

Prepared by:  
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Procurement Services Manager

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<https://www.kilgore.edu/about/offices/procurement-services>

## REQUEST FOR PROPOSAL

Kilgore College (“College”) is seeking proposals from qualified firms for College wide Facilities Maintenance Services Provider.

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.

MILESTONE	DATE
Posted/Published	January 17, 2020
Open for Proposals	January 27, 2020
Pre-Proposal meeting/tour	February 21, 2020 9:00 am
Questions Deadline	March 6, 2020 3:00 pm
Close to Proposals	March 19, 2020 3:00 pm
Contract Awarded	April 14, 2020
Contract Start Date	

### On-Site Proposal Meeting/Tour

There will be a Pre-Proposal Meeting/Tour to meet with Kilgore College Facilities Manager for a question and answer session and tour of the Campuses. This is not a mandatory meeting, but attendance is highly encouraged.

**Kilgore, TX: Date:** Friday, February 21, 2020

**Time:** 9:00 am (Kilgore) 1pm (Longview)

**Meet at Location(s):**

Kilgore Campus – East Texas Oil Museum - 1301 S. Henderson Kilgore, TX 75662

Longview Campus – Hendrix Building – 300 S. High St, Longview, TX 75601 (front entrance)

**Questions concerning this proposal will be entertained at the pre-proposal meeting. Please come prepared.**

Vendors must reserve seating for the pre-bid meeting by emailing [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). Tours will be conducted immediately following the pre-proposal meeting; vendors are responsible for their own transportation. Schedule and maps will be provided when reservation is received.

Answers to Questions at the Pre-Proposal meeting will be available to all Proposers on the KC Procurement Services website: <https://www.kilgore.edu/about/offices/procurement-services>.

**Accommodations for People with Disabilities.** If the vendor or any of the vendors employees participating in the RFP need, or have questions about the College’s accommodations for people with disabilities, please make arrangements with the Procurement Services Manager, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

## SECTION 1 PROJECT SUMMARY/GENERAL OVERVIEW

### **PROJECT SUMMARY**

Kilgore College through this Request for Proposal (“RFP”) is seeking proposals for *Facilities Maintenance Service Provider*. Delivery will be in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The successful proposer will provide the specified requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the scope of services.

Services are required College-wide. This includes but is not limited to the Kilgore, TX Campus and off campus locations, Longview, TX campuses and off campus locations, as well as the Spear Facility located outside Kilgore, TX.

### **TERM OF CONTRACT**

Under the initial terms of the RFP, Kilgore College intends to let vendor contract for a three-year period beginning September 1, 2020 and ending August 31, 2023. If such a contract is let, the College reserves the right to renew the agreement for two (2) additional one-year terms contingent upon the vendor and Kilgore College mutually agreeing on the terms of said extensions(s). Further, KC reserves the right to extend the contract term on a month to month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term. College reserves the right to award separate contracts to multiple bidders.

If longer-term contracts will provide Kilgore College and its student’s higher service, greater value or other significant benefits, the proposer is encouraged to include and detail such as options to be considered.

### **GENERAL OVERVIEW**

Proposals will be received **no later than March 19, 2020 at 3:00pm in the Whitten ATC Building, Procurement Services Department**. Vendors are instructed that a formal opening will not occur. The name of the vendors will be read into record at that time and the proposals will not be opened. There will be no additional information given at this time. The College will negotiate with qualified vendors concerning the proposals submitted. All late proposals will be rejected and returned to the submitting vendor unopened.

For the purpose and clarity of this document only, the word(s) “COLLEGE” and “KC” will herein mean Kilgore College, of Kilgore, Texas. In addition, for the purpose and clarity of the document, the word “VENDOR” will herein mean any reliable and interested broker, vendor, supplier, and contractor who wants to submit a proposal for this contract. Within this document, the terms “Bidder”, “Contractor”, “Proposer” or “Vendor” is the same as the “Vendor”. The terms “Bid” and “Proposal” are one and the same.

### **THOROUGH STUDY AND INVESTIGATION**

The Proposer must be familiar with the project by thorough personal examination of the proposed work site(s), by due consideration of the specifications and drawings if applicable, and by use of any other means that may be necessary to determine the following:

- a. The actual conditions and requirements of the work;
- b. Any unusual difficulties that may be encountered in the prosecution of the work;
- c. The character and respective amounts of all classes of labor and material which the contractor may be required to furnish in order to complete all or any part of the work; and
- d. All circumstances and conditions affecting the work or its cost.
- e. The Proposer’s proposal must include any and all expenses that may incur in order to complete the work stipulated under the proposed contract.

Any failure of the Contractor acquainting themselves with all the available information concerning the above, shall not be relieved from responsibility for estimating properly the difficulties or cost to successfully perform the work.

Contact Betsy Hansard, Procurement Services Manager, [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu) and Jeff Williams, Facilities Director, [jewilliams@kilgore.edu](mailto:jewilliams@kilgore.edu) , in order to arrange and coordinate for campus site visits.

## SECTION 2 SCOPE OF WORK

Kilgore College main campus is in Kilgore, Texas, a city of approximately 15,000 located in the northeast section of the state commonly referred to as the Piney Woods. Additionally, since 1976, the College has maintained an educational center in Longview, Texas. Kilgore College is an accredited public two-year community college that has met the academic and workforce needs of East Texas since 1935 by providing a learner-centered environment that focuses on student access, success and completion via collaborative partnerships.

Kilgore College's webpage is located at <https://www.kilgore.edu/>.

The College consists of the following facilities:

Kilgore, Texas

- Main Campus
- Adult Education Center
- Receiving

Longview, Texas

- Secondary Campus

Kilgore, Texas outside city limits

- Training Facilities

**Kilgore Main Campus:** Administrative offices including the President's Office, Finance, Human Resources, Educational Services, Information Technology and other district-wide administrative functions. Also including are residential dorms, print shop, labs, athletic field house, athletic areas, library, museums, auditoriums, and theaters. Maintenance and Security as well as Receiving services are at this campus.

**Longview Campus:** Administrative offices, Cosmetology, labs, Industrial Maintenance.

**Training Facilities:** Administrative offices for Kilgore College Electric Power Technology (KCEPT), Kilgore College Police Academy (KCPA), and Kilgore College Fire Academy (KCFA).

### 1. LOCATIONS TO BE SERVICED:

- Attachment 1 – Building Information. Blue prints provided upon request.

### 2. DESCRIPTION OF SERVICES – GENERAL REQUIREMENTS:

- 2.1. The Contractor shall provide 24-hour comprehensive operations and maintenance service to all locations with daily hours of operations as described, but not limited to, herein.
- 2.2. Provide at least (1) one full-time Residence Manager (RM) or General Manager (GM) who shall administer the program on a full time basis in consultation with the Facilities Director.
- 2.3. The contractor will also provide one (1) full-time Computer Maintenance Management System (CMMS) manager who will provide software and support to the program. The RM or GM will serve on the Facilities Engineering/Maintenance operations team. The RM or GM shall be on duty during the regular schedule that is delineated by Kilgore College. Additional work hours may be required of the RM or GM as requested by the College Facilities Director. The RM or GM is a contract employee through this contract and may be requested to supervise other contract employees while working in conjunction with Kilgore College Facilities Administration. The RM/GM and the CMMS Representative will commit 100% of their time to this project/contract.
- 2.4. Provide account management to ensure services are delivered consistent with the stated scope of services, specifications and service expectations. Management services shall include sourcing, supervising and evaluating current service delivery methods and submitting enhancement opportunities to improve quality, customer service, and cost performance as well as satisfying current and new operational business requirements.

- 2.5. Provider shall follow all code regulations; safety regulation recommendations shall be followed within relation to any and all work accomplished under this contract.
- 2.6. Provide management services for all issues related to equipment and associated components of equipment included within the scope of the RFP.
- 2.7. Provider shall be the subject matter expert and consultant for the college to ensure services are delivered per required codes and industry standard practices, consistent with agreement term of work completed by third-party vendor or performed by maintenance contractor.
- 2.8. Provider shall monitor any sub-contractor/third party contractor performance.
- 2.9. Develop and maintain a library of facilities drawings, operation and maintenance manual, safety programs, and emergency procedures per Kilgore College, federal, state and city guidelines.
- 2.10. Provide the expertise supervision, maintenance repair and project management services associated with building systems within designated facilities. Ensure all systems function and operate per design, maintain operational reliability and conserve energy usage.
- 2.11. Provide and identify improvement opportunities to increase reliability of operation, extend life cycle of equipment and reduce operation cost to include the conservation of energy usage.
- 2.12. Provide dedicated account management, administrative, certified technical staff consistent with the industry standard personnel qualifications. Staffing plans are to satisfy daily maintenance and service workload and coverage objectives consistent with established service level agreements, service level response goals, and other Kilgore College requirements.
- 2.13. Staffing considerations include:
  - 2.13.1. Develop staffing plans that minimize overtime expenses by planning and scheduling, in advance, recurring work tasks assigned to staff that are on off-shifts and/or split shifts.
  - 2.13.2. Develop operating plans and strategies which ensure that adequate resources are always available to properly support or respond to the scale and technical complexity of the building systems equipment, events, and/or occurrences.
- 2.14. Provide monthly, quarterly and year-to-date operational reporting services that highlight operational issues/conditions and summarize the preventive maintenance, remedial work requests and facility management operations. Reports to be prepared at the Facility level applicable portfolio summaries presented. (Portfolio – All facilities included within this document; Facilities added during the course of agreement)
- 2.15. Operate CMMS platform to effectively integrate the work order processing and reporting functions. Contractor shall effectively manage the work order processes for remedial service requests and preventive maintenance work, etc.
- 2.16. Monitor technical subcontracted vendors ensuring services are delivered consistent with agreement terms and service specifications. As necessary, update service specifications based on changing business needs with appropriate approval of College Facilities Director.
- 2.17. Develop, maintain and communicate the policies and procedures associated with the delivery of efficient and quality operations and maintenance services in support of the various Kilgore College facilities and amenities. Library of Facility drawings, manuals or electronic files will include comprehensive operational manuals, safety programs, emergency procedures (per established college guidelines), building operations and maintenance procedures.
- 2.18. Provide comprehensive capital planning services associated with infrastructure systems to ensure critical business operations are as free as possible from interruptions due to equipment failures and changing business requirements are accommodated within the infrastructure/operational system's capacities.
- 2.19. Provide complete and efficient operational management of all base building infrastructure systems. Ensure all business environments with full 24/7 auxiliary back-up power capabilities are protected from internal and external interruptions. Ensure all business environments without full 24/7 back-up capabilities are free from controllable interruptions.
- 2.20. Provide complete operational maintenance of underground storage fuel tanks per city, state, and federal codes.
- 2.21. Maintain potable drinking water systems within designated Facilities and maintain decorative fountains.
- 2.22. Maintain all plumbing systems and associated components including supply and waste piping.
- 2.23. Provide the expertise, supervision, maintenance, repair services associated with the various building systems within designated Facilities. Ensure all systems function as designed to maintain system reliability and conserve energy.

- 2.24. Provide parking facilities maintenance services associated with designated surface parking lots to include all associated components of said lots.
- 2.25. Provide preventive/predictive maintenance and property inspections supporting designated Facilities, including, but not limited to, base building mechanical, electrical, fire/life safety and plumbing systems to keep all in good working order and in compliance with manufacturer's recommendations and industry best practices.
- 2.26. Maintain effective customer relations. Develop and implement procedures to define and ensure the prompt handling of remedial work requests, including the proper communication channels and service level response goals.
- 2.27. Develop and implement 24-hour emergency response and procedures for responding to building alarms and severe weather conditions that affect life safety, physical assets or business operations. Ensure off-hour response to alarm condition procedures include on-site response by certified personnel within one (1) hour of the report to awarded contractor.
- 2.28. Participate in the review and revision of the emergency response plans as needed and be prepared to execute the support responsibilities identified by those plans.
- 2.29. Designate a safety officer to coordinate all regulatory, building code, fire and safety requirements and to develop, implement, maintain and communicate to the Kilgore College Facilities Director the following:
  - 2.29.1. An effective program supporting all OSHA regulations, regulatory reporting requirements and safety related training requirements.
  - 2.29.2. A safety data sheets program (SDS) for all chemicals used at any site contained within the portfolio under the Contractor's range of responsibilities.
  - 2.29.3. Safety officer shall correspond and be point of contact for regulatory agency inspections/visits to portfolio.
- 2.30. Provide service/call center services to receive work requests, process remedial and preventive maintenance work orders and implement emergency and normal response procedures.
- 2.31. Maintain and tabulate the information required to effectively prepare monthly, quarterly and annual workload, financial and management reports. Develop and administer a process for measuring Kilgore College satisfaction at a discrete business level; analyze results and translate survey results into specific business improvements.
- 2.32. Provide maintenance services for electronic security equipment repair and maintenance services required at designated properties within the portfolio. Functional components include intrusion alarm systems, CCTV, video surveillance and recording, duress alarm equipment, door contacts, access control system equipment and other electronic equipment and devices.
- 2.33. Kilgore College is not requiring the use of any specific subcontractor nor are they endorsing subcontractors for this assignment. Proposers are responsible to undertake appropriate due diligence in reviewing and selecting subcontractors and partners for inclusion in their proposal.
- 2.34. Safety Programs (applies to all services provided).
- 2.35. Contractor shall provide Facilities Director with copies of its safety program(s) as requested.
- 2.36. Contractor will be responsible for safety aspects relating to the range of services provided at each Facility.
- 2.37. Contractor shall ensure that its subcontractors adhere to safety requirements.
- 2.38. Quality Control Programs (applies to all services provided).
- 2.39. Contractor shall provide quality improvement monitoring and evaluation programs.
- 2.40. Contractor shall effectively evaluate the building systems, architectural finishes and products, structure and property to ensure all components are serviced and renewed in a manner that ensures their integrity, appearance and reliability is maintained over the long term and extend useful life.
- 2.41. Procurement Procedures and Programs (applies to all services provided).
- 2.42. Contractor shall have a call center and answer phone calls, e-mails, and radio calls in a prompt manner.
- 2.43. The status of work requests should be communicated to the Kilgore College Facilities Director on a consistent regular basis.
- 2.44. Contractor will track client satisfaction levels by conducting semi-annual surveys among Kilgore College. Copies of the summary results should be sent to the Facilities Director.
- 2.45. Contractor shall ensure that appropriate documentation, procedures and manuals are developed, maintained and disseminated.
- 2.46. Contractor shall utilize facility condition assessments to monitor the operational efficiency and quality of college portfolio as requested by the Facilities Director.
- 2.47. Contractor will monitor and report on its progress in meeting project-oriented objectives as requested.

- 2.48. Contractor shall provide Additional Work Services—unique or specialized requests outside the base building services—as requested. Contractor shall supply the College with no less than three (3) bid quotations from reputable vendors and submit all information for review and approval by the Facilities Director. No markup shall be allowable to contractor for such work. Once approved by the Facilities Director, all support information (including all itemized bid quotations) related to any request, shall be provided to the Procurement Services for issuance of an individual Purchase Order.
- 2.49. Contractor shall develop a methodology to track Additional Work Services work order costs and volumes separately from base building services.
- 2.50. Contractor should make client satisfaction a priority in providing services under the agreement.
- 2.51. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with college employees and the public when performing contract services. Contractor's employees should be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Facilities Director's determination, the Contractor is not interacting in a positive and polite manner with college employees and the public the Contractor shall take all remedial steps to conform to the standards set by the agreement and is subject to termination for breach of contract.
- 2.52. Kilgore College shall retain the right to request the replacement of the RM/GM and/or the CMMS Representative for reasons Kilgore College deems sufficient.
- 2.53. The Contractor shall provide for a maintenance management system to apply proven management principles to optimize the use of the contract-designated levels of personnel, equipment, material, space, time and funds. The contractor will also:
  - 2.53.1. Provide effective maintenance support and response to Kilgore College administrative and operational requirements. Work schedules or shifts for FTEs will be generated by the contractor and approved by the College.
- 2.54. Maintain a high level of productivity in the maintenance work force.
- 2.55. Assure a high-quality standard for maintenance performance.
- 2.56. Develop operating plans and strategies, which ensure that adequate resources are available at all times (24/7/365) to properly support or respond to the scale and technical complexity of the building systems and operational occurrences. This shall include inclement weather, environmental or other events that may disrupt normal day-to-day operations.
- 2.57. Provide effective communications and coordination with major capital improvement initiatives that are directly managed by other entities.
- 2.58. Achieve cost reductions in performing proper maintenance in Kilgore College facilities. Meeting or exceeding national comparable cost data for this area.
- 2.59. Provide a maintenance program. The Contractor shall advise Kilgore College of maintenance project resource requirements.
- 2.60. Contractor's actions shall respond to Kilgore College's current designation of priorities for the completion of preventive maintenance, corrective maintenance, and predictive maintenance.
- 2.61. Provide Kilgore College with a successful maintenance program that is measurable through weekly inspections with an inspection report signed by Kilgore College Facilities Director and the Contractor. Provide monthly preventive maintenance/work order metrics to review with FE/M team. Success will also be monitored through the comments from the College community through a web-based complaint site.
- 2.62. Training - Awarded vendor shall provide, as needed, on-site CMMS training to Kilgore College staff.
- 2.63. Set-up and Implementation - Vendor shall include any costs for set-up and implementation of the software system and in the cost of the operation of the Facility Maintenance software (CMMS).
- 2.64. Vendor shall provide information on software updates annually. Please note frequency of updates. Any additional cost associated with the upgrade will be paid by Contractor.
- 2.65. Use IFMA standards to sq. ft. staffing ratio of FTEs. To include, but not limited to:
  - 2.65.1. Maintenance workforce (Electricians, HVAC and central plant operators, plumbers; controls and low voltage, stationary engineers, Other FTE's)
  - 2.65.2. Maintenance Management (Group Supervisors, Operation and or maintenance managers)
  - 2.65.3. Administrative support (Help Desk Staff, Administrative Assistant, Customer Services Representatives)
  - 2.65.4. Total Maintenance Staff (shall be included in this contract).
- 2.66. Exclusions: General Maintenance, Locksmith and Landscaping.

- 3. ELECTRICAL, MECHANICAL AND ELEVATOR SYSTEM MAINTENANCE SERVICES** Electrical maintenance and repair up to \$3,000 will be the responsibility of contractor under this contract. Any electrical systems services that shall be the responsibility of the college could be addressed by way of task of work (TOW) process which; shall be on an as needed/requested basis (ancillary service). Electrical maintenance to include but not limited to annual electrical panel maintenance that entails visual inspection as well as verification of tight and correct terminations. Thermal imaging will be incorporated for any maintenance and repairs.
- 3.1. Electrical and mechanical systems maintenance services includes parts, predictive, preventive and corrective maintenance for all electrical, mechanical and elevator systems including but not limited to the following list of systems:
- 3.2. Primary Power Systems:
- 3.2.1. Transformers
  - 3.2.2. Main switchgear
  - 3.2.3. Wiring
  - 3.2.4. Weather heads
  - 3.2.5. Sub-stations
  - 3.2.6. Annual infrared testing of panels
- 3.3. Secondary Power Systems:
- 3.3.1. Switchgear
  - 3.3.2. Motor control centers
  - 3.3.3. Motor starters
  - 3.3.4. Disconnects
  - 3.3.5. Panel boards
  - 3.3.6. Circuit breakers
  - 3.3.7. Transformers
  - 3.3.8. Computer distribution units
  - 3.3.9. Wiring Devices
  - 3.3.10. Receptacles Accessories
  - 3.3.11. UPS
  - 3.3.12. Automatic doors
- 3.4. Lighting Systems:
- 3.4.1. Panel boards
  - 3.4.2. Circuit breakers
  - 3.4.3. Transformers
  - 3.4.4. Lighting relays and controls
  - 3.4.5. Infrared and ultrasonic sensors
  - 3.4.6. Photocells
  - 3.4.7. Lighting dimmer controls
  - 3.4.8. Light fixtures
  - 3.4.9. Emergency lighting
  - 3.4.10. Parking lot lights
  - 3.4.11. Wiring Switches Accessories

- 3.4.12. Interior and exterior LED signage and communication
- 3.4.13. Emergency Blue Phones
- 3.5. Uninterrupted Power Unit System:
  - 3.5.1. Batteries
  - 3.5.2. Transfer switches
  - 3.5.3. Wiring devices and accessories
  - 3.5.4. Annual inspection and major overhaul
- 3.6. Potable and Non-Potable Water Systems:
  - 3.6.1. Water detention pond pumps
  - 3.6.2. Pumps
  - 3.6.3. Filters
  - 3.6.4. Softeners
  - 3.6.5. Hot water heaters
  - 3.6.6. Isolation valves
  - 3.6.7. Piping
  - 3.6.8. Purifiers
  - 3.6.9. Sewage pumps
  - 3.6.10. Fixtures
  - 3.6.11. Controls and related plumbing components
- 3.7. Emergency Power Generators:
  - 3.7.1. Diesel and natural gas engines Motors
  - 3.7.2. Pumps
  - 3.7.3. Generator
  - 3.7.4. Switchgear
  - 3.7.5. Wiring
  - 3.7.6. Oil sampling and rectification
  - 3.7.7. Transfer Switches and Controls
- 3.8. FUEL - Annual inspection of fuel storage tanks in accordance with (EPA/TCEQ) guidelines. Record keeping for UST shall be in accordance with all city, state, and federal code. Contractor will perform regular testing of the fuel and provide chemical rectification to restore fuel to ideal performance levels. Fuel filtration techniques are employed when fuel has water and/or sediment levels that exceed ASTM standards or when microbiology growth is detected. Completed forms are to be sent to the Facilities Director.
- 3.9. It is the intent of this contract for all electrical components be maintained by the contractor. All-inclusive service shall be expected under the terms of this contract.

#### **4. ELEVATOR, ELEVATOR EQUIPMENT AND WHEELCHAIR LIFT SERVICES**

- 4.1. Elevator Service maintenance and repair is included up to \$3,000 on all current elevator equipment, elevators and wheel chair lifts and other associated components of the conveyance systems are included.
  - 4.1.1. Traction Elevators;
  - 4.1.2. The Contractor shall provide a preventive maintenance program to deliver service tailored to the building's specific needs. Equipment type, component life, equipment usage, and building environment will be considered when planning routine short and long-term maintenance schedules

- and records for each elevator. The units will be provided with devices to monitor equipment usage. Industry Standard work processes will be used.
- 4.1.3. All equipment, materials and installation shall conform to: ANSI the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code. The Contractor will be trained, licensed personnel directly contracted and supervised maintenance contractor. The contractor will be qualified to ensure the equipment is properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.
- 4.1.4. The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace, but not limited to:
- 4.1.4.1. Machine, worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact, linings and component parts.
  - 4.1.4.2. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
  - 4.1.4.3. Silicon control rectifier, reactors, filters, heat sinks, amp traps, transducers and all control components.
  - 4.1.4.4. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape and mechanical and electrical driving equipment.
  - 4.1.4.5. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
  - 4.1.4.6. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.
  - 4.1.4.7. Hoist way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
  - 4.1.4.8. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighting equipment, car frame, car sling, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or roller and call buttons
- 4.1.5. The Contractor will also:
- 4.1.5.1. Examine monthly all safety devices and governors and conduct annual no-load test, and first year of contract perform a full-load, full-speed test of safety mechanism, overhead speed governors, car and counterweight buffers. The car balance will be checked and the governor set. If required, the governor will be calibrated and sealed for proper tripping speed.
  - 4.1.5.2. Load weighing devices will be calibrated annually with safety tests.
  - 4.1.5.3. Renew and wire ropes as often as necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, and shorten ropes and chains as required to provide legal and reasonable bottom clearances.
  - 4.1.5.4. Repair or replace conductor cables and hoist way and machine room elevator wiring as required.
  - 4.1.5.5. Furnish lubricants and hydraulic fluid SDS copies that are stored on-site. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the Facilities Director prior approval.
  - 4.1.5.6. Check emergency lighting, batteries, trickle charger and related wiring and Components weekly.
  - 4.1.5.7. Check Elevator Management Systems, Consoles, CRT's keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related to Elevator Communication) weekly.
  - 4.1.5.8. Check Fire Emergency Operation and elevator operating devices (Only those

- 4.1.5.9. systems and devices directly related to the Elevator System) weekly.
- 4.1.5.9. Check Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System) weekly.
- 4.1.5.10. Check all handicap devices that are part of the elevator system.
- 4.1.5.11. Check all elevator related earthquake devices.
- 4.1.5.12. Inspect emergency communication devices for elevator to ensure devices are working properly weekly.
- 4.1.6. Vendor shall display maintenance logs within elevator equipment room in a protective binder in a conspicuous location.

## 5. HYDRAULIC ELEVATORS AND WHEELCHAIR LIFTS

- 5.1. The Contractor shall provide a preventive maintenance program to deliver service tailored to the building specific needs. Equipment type, component live, equipment usage, and building environment will be considered when planning routine short and long-term maintenance scheduled records for each elevator. The units will be provided with devices to monitor equipment usage; Industry Standard work processes will be used.
- 5.2. All equipment, materials and installation shall conform to: ANSI, standards The American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks, ANSI, American Standard Practice for the Inspection of Elevators, Inspectors Manual, and National Fire Protection Association (NFPA) code. The Contractor will use trained, licensed personnel directly contracted and supervised by them. The contractor will be qualified to ensure the equipment is properly adjusted, and they will use all reasonable care to maintain the hydraulic elevator equipment in proper and safe operating condition.
- 5.3. The Contractor will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace, but not limited to:
  - 5.3.1. Pumps, pump motors, operating valves, valve motors, motor winding, leveling valves, plunger, plunger packing, exposed piping and hydraulic fluid tanks.
  - 5.3.2. Controller, leveling devices and cams, all relays, magnet frames, solid-state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
  - 5.3.3. Hoist way door interlocks, hoist way door hangers, bottom door guides, auxiliary door, auxiliary door closing devices and hoist way switches.
  - 5.3.4. Automatic power operated door operator, car door hanger, car door contract, door protective device, car frame, car ventilation system, platform, wood platform flooring, in the elevator car, car guide, rails, car guide shoes, gibs or rollers. Filters, mufflers and muffler components.
- 5.4. The Contractor will also
  - 5.4.1. Examine monthly, all safety devices and conduct pressure tests and other tests required by ANSI standards or other applicable city, state, and federal codes.
  - 5.4.2. Repair or replace conductor cables, elevator hoist way wiring and machine room elevator wiring.
  - 5.4.3. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications. Contractor will furnish the Facilities Director copies of the S.D.S. for all materials stored on-site.
  - 5.4.4. In accordance with the manufacturer's specifications, conduct an analysis hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required. A copy of the findings shall be furnished to the Facilities Director within thirty (30) calendar days of the analysis.
  - 5.4.5. Clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors, The Contractor from pump pans, cylinder heads, machine room and pit floors. The Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment with the Facilities Director prior approval.
  - 5.4.6. Check emergency lighting, bulbs, batteries, trickle charger and all related wiring and components weekly.
  - 5.4.7. Check Elevator Management Systems, Consoles, CRTs keyboards, wiring and components and all other devices associated with these systems. (Only those systems and devices directly related

- to Elevator Communication) weekly.
- 5.4.8. Check Fire Emergency Power Operation and elevator operating devices (Only those systems and devices directly related to the Elevator System) weekly.
  - 5.4.9. Check Emergency Power Operation and elevator operating devices (only those systems and devices directly related to the Elevator System) weekly.
  - 5.4.10. Check all handicap devices that are part of the elevator system.
  - 5.4.11. Check all elevator related earthquake devices.
  - 5.4.12. Inspect emergency communication devices for elevators to ensure devices are working properly weekly.
- 5.5. Test and Reports, but not limited to
- 5.5.1. Yearly inspection and report: The Contractor shall conduct, and annual, non-load, low speed test of elevator car and counter weight safeties, a test of buffers and safety device tests and a hydraulic elevator pressure relief valve test as required by ANSI code. Every fifth year, the Contractor shall conduct a rated load, rated speed safety test and a test of governor's safeties and buffers. The result of each test shall be delivered to Facilities Director in writing within fourteen (14) days of completion date of the test.
  - 5.5.2. Annual performance evaluation and report: The Contractor shall conduct annual evaluations of elevator performance, including car speed, door operations, riding quality, car leveling, floor-to-floor time and system operation, including traffic handling response time and step indexing. The result of the evaluation and report shall be delivered to Facilities Director in writing within thirty (30) days of test.
  - 5.5.3. Contractor Reports - Operation problems: The Contractor shall maintain schedules, operations logbooks, inventory lists, equipment specifications and drawings, which describe the elevator installations covered by these specifications and the services performed. These documents shall be made available to Kilgore College and review quarterly with Facilities Director.
  - 5.5.4. Contractor shall be required to obtain a computerized operations verification service to test on a weekly basis two-way emergency communication. A report shall be submitted on a weekly basis to the Facilities Director. Emergency two- way communication issues shall be addressed immediately.
- 5.6. Personnel Qualifications
- 5.6.1. Only qualified and licensed service technicians shall be used to perform repairs and maintenance services stipulated in this Scope of Services. Service Technicians assigned by the Contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term(s) of this contract.
  - 5.6.2. The Contractor shall have and maintain sufficient backup technicians who are qualified in all aspects of equipment repair and services requirements to assume the responsibilities for the maintenance of the included elevator systems in case of emergency or other unforeseen conditions.
- 5.7. Working Hours and Response Time
- 5.7.1. Routine Services: All routine work shall be performed during regular working hours between 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. The Contractor shall respond to requests for services within one (1) hours of being notified of a service request during regular working hours. The Contractor shall respond within two (2) hours during other than regular working hours and days. Note: "Response" shall mean that a "qualified technician" shall be on the job site and prepared to work within the response time frames specified herein, after notice is given to Contractor by Kilgore College. The Contractor shall respond (in person) to requests for emergency services within one (1) hour of being notified by Kilgore College that an emergency exists except when a person is stuck in an elevator. In such case, the response time shall be no longer than thirty (30) minutes. Emergency services shall be provided twenty-four (24) hours a day, seven (7) days a week, holidays included.

5.8. Callback Services or Emergency Services: The Contractor shall provide 24-hour callback service to take care of minor and/or major elevator malfunctions occurring between scheduled maintenance services. The call back response times shall be immediate during regular hours and thirty (30) minutes during other than regular hours. All overtime work shall require prior approval from the Kilgore College Facilities Director.

5.8.1. It is the intent of this contract for all elevator components be maintained by the contractor. All-inclusive service shall be expected under the terms of this contract.

## 6. HVAC SYSTEMS MAINTENANCE SERVICES

6.1. HVAC maintenance and repair up to \$3,000 will be the responsibility of contractor under this contractor. All HVAC system services and repairs that shall be the responsibility of the college will be addressed by way of task of work (TOW) process, which shall be on an as needed basis.

6.2. Contractor shall create a detailed equipment list of all components associated with Kilgore College's HVAC systems. This list shall be shared with Kilgore college and updated as any changes are made. This list will include at minimum: type, location, model number, serial number and filter size & quantity.

6.2.1. Kilgore College will provide contractor with all current equipment lists. Contractor will be responsible for verifying accuracy of existing list and adding/subtracting equipment as necessary to create a comprehensive equipment list.

6.3. The Contractor shall furnish labor, tools, equipment, transportation and supervision necessary for the maintenance, inspections and repairs to all air conditioning, heating, and ventilating systems located in all buildings on Kilgore College's three campuses listed at the front of this RFP. All materials, system components, refrigerant, lubricants and parts necessary for routine preventive maintenance in heating, ventilating and air conditioning units shall be supplied by the Contractor.

6.4. The Contractor shall perform complete maintenance service, inspections, and emergency calls for all equipment Included under this Scope of Services. This service shall consist of thorough maintenance work in accordance with the equipment manufacturers recommended tasks and frequency and best commercial practice governing the maintenance of air, heating and ventilating systems.

6.5. The services shall include Routine Preventive Maintenance, Multi-Year Major Stop Maintenance, and Miscellaneous and Emergency Service and Repairs as outlined below.

6.6. The Contractor shall replace worn or failed components and parts. All replacement parts will be of like or current design to minimize system depreciation obsolescence.

6.7. The Contractor shall provide Manufacture Startup checklist, monitoring and completion forms complete with any major repairs on HVAC system. Completed Forms presented to Director of FE/M.

6.8. All work shall comply with all city, state, federal, and industry standards.

6.9. Routine Preventive Maintenance Defined: Such service shall include regularly scheduled maintenance tasks and inspections for each unit listed herein. The maintenance tasks and inspection shall consist of, but not limited to, furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing of all integral parts, oiling, adjusting, protective painting and replacing of all parts where needed to keep the unit in continuous efficient operating condition.

6.10. The following and included as **Attachment A** is a non-exhaustive list of services to be performed as part of the Routine Preventive Maintenance to include but not limited to:

6.10.1. Heat exchanger coil replacement due to maintenance and/or repair shall be the Contractor's responsibility.

6.10.2. Air conditioning water chiller either of centrifugal or reciprocating design: it is the Contractors responsibility to repair and/or replace all associated components as a result of the tube damage and shall restore equipment to complete and full operating conditions. Boiler equipment is to be completely inspected, repaired and restored to normal operating conditions. Deficiencies shall be reported to Kilgore College.

- 6.10.3. Filter change and coil cleaning shall be the responsibility of the Contractor. Filters are filter grade to be replaced at manufacturer's recommendation or when conditions require change, whichever comes first. A report detailing each unit whose filters have been replaced shall be submitted monthly.
- 6.10.4. Valves associated with the HVAC system are the responsibility of the Contractor to maintain as part of the Routine Preventive Maintenance schedule.
- 6.10.5. Chemical treatment of chilled water, condensing water, and hot water systems.
- 6.11. Multi-Year Major Stop Maintenance Defined: Major stop maintenance shall be classified as long- range preventive maintenance and shall be performed at intervals greater than one year and less than three years. The intervals of the Multi-Year Major Stop Maintenance shall be determined by the Contractor and College Facilities Director best judgment based on equipment applications, operating hours, age and routine preventive inspection results. The Multi-Year Major Stop Maintenance shall include major internal maintenance to inspect, repair and/or replace those parts and/or components whose normal wear indicated repair or replacement is needed including all necessary maintenance tasks to perform internal cleaning, clearance adjustments, bearing maintenance, shaft maintenance and those preventive maintenance tasks that are required to keep equipment in good operating condition.
- 6.12. General Maintenance: HVAC systems maintenance includes parts, predictive, preventive and corrective maintenance including, but not limited to the list of systems. The Contractor must define what HVAC systems are included in the preventive and corrective maintenance. HVAC maintenance to include but not limited to annual chiller preventive maintenance services of one (1) Annual oil analysis, tube cleaning, vibration report, and general efficiency checks and adjustments. These specified services as listed are in addition to all other normal preventive maintenance tasks as scheduled. Water treatment and filter replacement is included in these services. All filters shall be dated at installation. All associated HVAC components are included, along with air intakes, registered louvers and return grills.
- 6.13. Schedule of Work: It shall be the Contractor's responsibility to notify Kilgore College's representative in writing before scheduling Multi-year Major Stop Maintenance or other maintenance repairs requiring a shutdown of systems so as to coordinate with Kilgore College's schedule. It shall also be the Contractor's responsibility to provide advance written notification to Kilgore College of any Miscellaneous and Emergency Services and Repairs needed to be performed that are in addition to the Routine Preventive Maintenance. The Kilgore College Facilities Director must authorize these additional services.
- 6.14. It is the intent of this contract for all HVAC components be maintained by the contractor. All- inclusive service shall be expected under the terms of this contract.

**7. BUILDING AUTOMATION SYSTEM (BAS), BUILDING ENERGY MANAGEMENT SYSTEM (BEMS), BUILDING SECURITY SYSTEM (BSS) AND FIRE LIFE SAFETY EQUIPMENT (FLSE) MAINTENANCE SERVICES**

- 7.1. BAS/EMS/BSS service to include energy management monitoring, adjustments and repair up to \$10,000.
- 7.2. BAS/ BSS/ BEMS Monitoring and Service covers the requirements for the Contractor to provide Building Automation System (BAS) and Building Security System (BSS) monitoring and service:
  - 7.2.1. The Contractor shall also support a reporting system that includes both written and online formats.
  - 7.2.2. Contractor shall provide, but not limited to, all supervision, labor, materials, spare parts, supplies, equipment and services, whether or not specifically mentioned in these documents, to operate and maintain the Building Automation System and Building Security System, its associated components (including cameras), controls and instrumentation on a continuous basis 24 hours per day, 7 days per week, 365 days per year.
  - 7.2.3. Contractor will be required to have someone that can use and understand the control systems.
- 7.3. Systems Management Program The following services shall be provided for each of the campuses listed in the Facility Maintenance Information:
  - 7.3.1. Preventive Maintenance Program Building Automation quarterly: The Contractor shall perform a scheduled inspection during regular business hours components at each campus. Upon conclusion of inspection, a report shall be generated describing problems or defective parts and a plan of action to repair or replace all failed parts shall be developed and submitted to Kilgore College.

- 7.3.2. Preventive Maintenance Program Building Security quarterly: The Contractor shall perform a scheduled inspection during regular business hours of the particular Kilgore College facility to verify operation and calibration of all BSS components at each campus. Upon conclusion of inspection, a report shall be generated describing problems or defective parts and a plan of action to repair or replace all failed parts shall be developed and submitted to Kilgore College. Remedial Maintenance: The Contractor shall respond within one (1) hour to malfunctions that impact the facility's temperature or access control.
- 7.3.3. Help Desk and Service Call Response Plan: All BAS & BSS service requests shall be handled and co-coordinated by the help desk. The Contractor's help desk shall trouble shoot the problem via the building automation workstations. If the problem cannot be solved from remote workstation then a technician shall be dispatched to the jobsite. All service requests/responses shall be stored and made available to the Facilitates Director.
- 7.3.4. Replacement Parts: All replacement parts shall be new and have the same manufacturer as original parts and shall be locally inventoried.
- 7.3.5. Systems Hardware and Software: The Contractor shall maintain all BAS and BSS hardware, firmware and software in a complete and totally operational condition. The Contractor shall guarantee all BAS and BSS hardware, software and firmware for a period of one (1) year from the date of installation.
- 7.3.6. Staffing and Operator Qualifications: The Contractor shall maintain a minimum of three (3) technically qualified service operators to receive BAS and BSS service requests.
- 7.3.7. Monitoring Center: All campuses should be monitored via remote workstations located at the Contractor's office. All major equipment shall be verified to be functioning within normal parameters. Any major equipment found not functioning properly should be reported to Kilgore College Facilities Director. All alarms shall be received and logged at the monitored workstations and appropriate action taken to rectify alarm conditions within two (2) hours.
- 7.3.8. Reports: Contractor shall submit a monthly report to Kilgore College containing an overall summary of maintenance work performed during the month, the results of tests conducted and all service requests. This report shall also be available online.
- 7.3.9. Routine Operations:
  - 7.3.9.1. Data Backup: The Contractor shall provide two (2) complete system data backups of each site quarterly. The data backup shall include backing up all field panels to the Workstation.
  - 7.3.9.2. Phone Support: The Contractor shall provide technically qualified phone support, which shall be available to Kilgore College personnel on a 24- hour basis. This provides support for Kilgore College personnel and contractors with trouble shooting and diagnosing of HVAC control problems. The service desk shall have a building automation workstations dedicated to the Kilgore College. These workstations shall allow the service desk to provide real time information and support for all BAS & BSS building operations.
  - 7.3.9.3. Service Desk: The Contractor's service desk shall be the first point of contact for all BAS & BSS requests i.e. but not limited to: scheduling, hot/cold calls, no video, no access, etc.
  - 7.3.9.4. Experienced building operators with BAS Controls.
  - 7.3.9.5. All requests and inquiries shall be logged and tracked. Any authorized user via a Kilgore College workstation net browser may submit requests. In addition, the status of previously submitted requests shall be available upon request. If a workstation is not available, the service desk may be contacted by web phone or fax between normal operating hours and scheduling requests submitted. Service desk normal hours shall be 8:00 a.m. to 5:00 p.m. and shall be manned for this time period.
- 7.3.10. It is the intent of this contract for all BAS/BSS/BEMS components be maintained by the contractor. All-inclusive service shall be expected under the terms of this contract.

## **8. FIRE LIFE SAFETY EQUIPMENT (FLSE) MAINTENANCE**

- 8.1. Fire systems will be included regarding suppression and notification maintenance and repair up to \$10,000. Maintenance tasks and associated inspections per governing body regulation and having jurisdiction will be included for all systems currently "blue tagged" by the Fire Marshall.
- 8.2. Contractor shall devise a plan to immediately address "yellow tag" and "red tag" situations. In addition, fire alarm monitoring will be included under these services. Kilgore College shall be notified immediately of any and all active alarms within portfolio (list of contacts shall be provided).
- 8.3. The Contractor shall maintain and repair Fire Alarm & Fire Suppression Systems at listed Kilgore College facilities.
- 8.4. The contractor awarded this contract shall provide the necessary tools, equipment and staff to maintain, repair, and monitor the alarm system and notify the appropriate authority having jurisdiction.
- 8.5. The Contractor shall conform to all NFPA and NEC codes and standards may apply to include all city, state, and federal regulation codes. It shall be the contractor's responsibility to maintain full compliance with any and all fire code or regulations that apply to the college. This includes annual and monthly inspections of fire extinguishers in accordance to current NFPA standards.
- 8.6. The Contractor's personnel shall be qualified and experienced in the inspection, testing, maintenance, and repair of the fire alarm and fire suppression systems. Qualified personnel shall be, but not limited to, individuals with the following qualifications:
  - 8.6.1. Factory trained and certified
  - 8.6.2. Licensed (not Certified) by the National Institute for Certification in Engineering Technologies - Fire Alarms
  - 8.6.3. Certified by the State of Texas or local authority
  - 8.6.4. Trained and qualified personnel employed by an organization listed by a national laboratory for the services of fire alarm systems

## **9. EMERGENCY SERVICES/CALL OUTS FOR FIRE ALARM SYSTEMS:**

- 9.1. The Contractor shall provide on-call "Emergency Services" 24 hours per day, seven days per week 365 days per year.
- 9.2. Contractor shall provide emergency service in response to a telephone request by a Kilgore College representative within one (1) hour. The qualified person shall be accessible by telephone 24/7/365.
- 9.3. Contractor shall be required to obtain 24/7/365 third-party monitoring service for any and all fire life safety components within the College portfolio.

## **10. SYSTEM DEVICES REQUIRING SERVICES AND INSPECTION:**

Maintenance, testing, inspection, repair and/or replacement shall be, but not limited to the following equipment and associated components:

- 10.1. Fire and Smoke Detection Equipment:
  - 10.1.1. Fire detectors
  - 10.1.2. Smoke detectors
  - 10.1.3. Manual pull stations
  - 10.1.4. Alarm bells and lights
  - 10.1.5. Annunciators
  - 10.1.6. Speakers, flow detectors
  - 10.1.7. Flow switches
  - 10.1.8. Valve switches
  - 10.1.9. Wiring
  - 10.1.10. Devices
  - 10.1.11. Accessories

- 10.2. Fire Suppression Systems:
  - 10.2.1. Fire pumps and controls
  - 10.2.2. Jockey pumps
  - 10.2.3. Sprinklers (wet/dry)
  - 10.2.4. Fire hose cabinets/racks
  - 10.2.5. Manual fire extinguishers
  - 10.2.6. Piping valves
  - 10.2.7. Accessories
  - 10.2.8. Portable suppression devices
  - 10.2.9. NFPA 25 " Chum test "
- 10.3. Halon Fire Extinguishing System:
  - 10.3.1. Halon storage tanks
  - 10.3.2. Manual pull stations
  - 10.3.3. Abort switches
  - 10.3.4. Alarm bells and lights
  - 10.3.5. Control panels
  - 10.3.6. Annunciators
  - 10.3.7. Speakers
  - 10.3.8. Piping
  - 10.3.9. Valves
  - 10.3.10. Wiring
  - 10.3.11. Devices and accessories
- 10.4. FM 200 Extinguishing Systems:
  - 10.4.1. FM 200 storage tanks
  - 10.4.2. Manual pull stations
  - 10.4.3. Abort switches
  - 10.4.4. Alarm bells and lights
  - 10.4.5. Control panels
  - 10.4.6. Annunciators
  - 10.4.7. Speakers
  - 10.4.8. Piping
  - 10.4.9. Valves
  - 10.4.10. Wiring
  - 10.4.11. Devices
  - 10.4.12. Accessories
- 10.5. It is the intent of this contract for all System Devices and all associated components be maintained by the contractor. All-inclusive service shall be expected under the terms of this contract.

## 11. OTHER INFORMATION

- 11.1. As used in this Agreement, the following terms are defined as follows:
- 11.2. Preventive Maintenance:
  - 11.2.1. Any planned maintenance activity that is designed to improve equipment life and avoid any unplanned maintenance activity.
  - 11.2.2. The Contractor shall schedule preventive maintenance tasks by Computerized Maintenance Management System (CMMS) to assure a uniform and detailed but not limited to the following, but not limited to:
    - 11.2.2.1. Inspections
    - 11.2.2.2. Lubrications
    - 11.2.2.3. Tests
    - 11.2.2.4. Adjustments
    - 11.2.2.5. Corrective maintenance tasks found during preventive maintenance
  - 11.2.3. A discussion of the organization of essential elements of an effective program is as follows, but not limited to:
    - 11.2.3.1. Work instructions
    - 11.2.3.2. Work inventory
    - 11.2.3.3. Work Assignments
    - 11.2.3.4. Basic records
- 11.3. It is the intent of this contract for all FLSE components be maintained by the contractor. All- inclusive service shall be expected under the terms of this contract.
- 11.4. Condition Based Maintenance is performing inspections in a real-time mode. Inspection in real- time mode is identified using the trending methodology. Trending includes sensors installed in equipment that sends signals indicating maintenance needs to be scheduled and performed. Trending also allows technicians to read or trend the information to avoid unnecessary or erroneous maintenance schedules.
- 11.5. Random Failures are any failure that occurs without notice or warning.
- 11.6. Normal Wear Out is a type of failure that can be designed in a preventive maintenance program. Designed to prolong or prevent and these types of failures occur progressively over a relatively long period of time. The PM Management Team should design programs to spot signs of wear and take appropriate measures to correct the situation.
- 11.7. Mandatory Preventive Maintenance are those that must be performed at all costs when they are due. They may involve, but not limited to, OSHA, safety, EPA and license inspections as well as state and local inspection requirements among others. This shall follow any and all city, state, and federal codes/requirements. Non-Mandatory preventive maintenance are inspections or service PMs that can be postponed for a short time period or even eliminated for the present cycle without resulting in immediate failure or performance penalty. Each PM task should be designated in one of these categories.
- 11.8. Inspections will involve filling out a maintenance request time ticket and then creating work orders to cover any problems discovered during the inspection.
- 11.9. Task-oriented preventive maintenance allow the individual performing the PM to take time to make minor repairs or adjustments, eliminating the need to write some of the work orders when turning in the inspection sheet. For scheduling purposes, a time limit shall be set on how long each task should take. The Contractor shall set time limits for each type of PM task for each critical piece of equipment.
- 11.10. Operator Time Loss - shall include but is not limited to the following:
  - 11.10.1. Time to report the failure
  - 11.10.2. Time for maintenance to arrive
  - 11.10.3. Time for maintenance to make repairs

- 11.10.4. Time to restart the equipment
- 11.11. Maintenance Costs - shall include but not limited to the following:
  - 11.11.1. Time to obtain the equipment
  - 11.11.2. Time to repair the equipment
  - 11.11.3. Time to dispatch staff to area

## **12. CONTRACTOR RESPONSIBILITIES**

- 12.1. Administrative and Technical Direction
  - 12.1.1. The Contractor shall provide, but not limited to, administration and technical direction in the management of the plant operations and maintenance organization. In the discharge of their responsibilities, the Contractor shall be guided by the highest professional technical standards.
  - 12.1.2. The Contractor shall establish and/or maintain records of employees to facilitate the measurement of individual progress, and for preparation of performance reports and to assure that the Contractor's or Kilgore College employees are working in the best interest of Kilgore College.
  - 12.1.3. The Contractor shall supervise all maintenance skilled employees as shown in the Contractor's proposed plant operations and maintenance organization plan.
  - 12.1.4. Contractor shall follow Industry Standard Operational Procedures:
- 12.2. Objectives -The Contractor shall design and implement, with the concurrence of Kilgore College's Facilities Department Standard Operational Procedures. These procedures shall be to, but not limited to, coordinate efforts, skills, and other designated resources through the establishment of clearly defined objectives. The primary objectives shall include a functional, safe environment, and the ability to provide the designated levels of plant environment and maintenance.
  - 12.2.1. Management Systems - The Contractor shall provide clearly defined routines, record requirements, reports, tests and inspections, plant operating instructions and administrative procedures essential to the designated levels of plant operations and maintenance.
  - 12.2.2. Research - The Contractor shall provide the research necessary to design and implement the respective plant operations and maintenance levels and programs.
  - 12.2.3. Direction The Contractor shall develop and maintain a Departmental Maintenance Procedures Manual containing instructions on how each scheduled preventive maintenance task should be performed. All preventive maintenance tasks should be logged into a Centralized Computer Management System (CMMS). Preventive routine tasks shall be generated by the CMMS on a weekly basis and submitted to the Facilities Director.
  - 12.2.4. Scheduling - The Contractor shall control scheduling the interval of preventive maintenance and task function to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Contractor is to supply written procedures for each piece of equipment based on equipment manuals.
  - 12.2.5. Inventory/Tools - The contractor shall have inventory in stock for each building for general repairs. Contractor shall not wait until repair is required and procurement of materials thereafter. The Contractor shall provide tools to employees for general repairs and trade specific repairs.
  - 12.2.6. Boiler operation permits- The contractor shall ensure that each HVAC and central Plant operator adhere to the City of Kilgore Uniform Mechanical Code regulations and any other state or federal regulation that may apply on Boiler Operator Licensing and annual boiler operation inspection. Annual Boiler fee will be the responsibility of the Contractor.
  - 12.2.7. The contractor shall adhere to all OSHA safety standards for labor, as well as storage of hazardous materials.
  - 12.2.8. Contractor shall post all permits associated with any equipment or system in accordance with state, city, and federal codes/regulations.
- 12.3. Professional Management
  - 12.3.1. The Contractor's plant operations and maintenance resources of the contractor shall be applied to serve the plant operations and maintenance management needs of Kilgore College. The Contractor shall seek to enhance departmental coordination and cooperation as it related to plant operations and

maintenance.

- 12.3.2. The Contractor shall provide professionally qualified resident and resource management for the performance of plant operations and maintenance administrative engineering functions as defined by the Association of Physical Plant Administrators (APPA).
- 12.3.3. The Contractor shall make initial and continuing recommendations for the plant operations, maintenance and organization structure, procedures implementation and resource application. The recommendations are to be acted upon only with the concurrence and approval of the Facilities Director.
- 12.3.4. The Contractor shall provide the leadership necessary for the effective coordination of plant operation and maintenance efforts and skills for proper operation of equipment.
- 12.3.5. The Contractor shall be required to serve the entire System, which includes all campus locations.
- 12.4. Personnel Selection and Development
  - 12.4.1. The Contractor and Kilgore College recognizes that the most important element of a successful plant operation and maintenance program is staff or employees hired. The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them.
  - 12.4.2. The Contractor's personnel policies shall be consistent with the state, city and federal laws.
  - 12.4.3. The Contractor shall consult with Kilgore College as to the selection of the RM. In addition, the Contractor shall submit on a monthly basis an organization chart with the prospective employees that shall be employed at Kilgore College to include the following:
    - 12.4.3.1. Name
    - 12.4.3.2. Craft type
    - 12.4.3.3. Wage rates/Ranges
    - 12.4.3.4. Certification (Apprentice, Journeyman, Master Electrician, etc.)
    - 12.4.3.5. Years of experience
- 12.5. Employees – all employees will be on the Contractors or subcontractors payroll.
- 12.6. Criminal Background Checks - the Contractor(s) shall perform a criminal background check on each employee who services Kilgore College and has reason to visit any Kilgore College campus or facility. Criminal background checks must be performed on an annual basis and all information regarding the criminal background check must be maintained by the contractor and made available to Kilgore College upon request of the Facilities Director who may share information with Kilgore College HR Director and KCPD.
- 12.7. Direction - the Contractor shall encourage employee self-development by establishing clearly defined objectives and uniformity of efforts. There shall be a current, written organizational plan, approved by Kilgore College, for coordination within the department and with other departments. Job descriptions, organizational diagrams, lines of communication and standing orders shall be provided to contribute to employee understanding and teamwork.
- 12.8. Benefits Package - the Contractor shall submit its benefits package, including but not limited to, Holiday Schedule, Vacation and Sick Leave policies to the Facilities Director.
- 12.9. Training - the Contractor shall provide Kilgore College a plan necessary for (or to promote) personal and occupational growth to contracted employees. The program shall include the determination of employee qualifications and experience, on-the-job training, educational counseling. A series of self-study courses shall be made available to the employees. The Contractor must have a company-wide, in-place comprehensive technical training program to include formal skill level upgrade training, recurring training, refresher training and remedial training. The training program must include formal training courses and on-the-job training.
- 12.10. Identification - all employees must be readily identifiable to the Kilgore College community by uniform and other easily identifiable insignia. Identification badge must be visible.
- 12.11. Demeanor - employees are expected to be the ambassadors of Kilgore College and should be customer focused.
- 12.12. Experience - the Contractor must have experience in the provision of on-site management and operations for maintenance.
- 12.13. Employee Replacement
  - 12.13.1. The Contractor must have a substitute readily available from a pool of qualified staff in the event the Contractor's employee is absent. This substitute would perform the normal duties of the absentee.

- 12.13.2. Project Management assignment must be approved by College Facilities Director and any replacement personnel must meet the same rigorous standards and certification requirements as contained in the Personnel Selection and Development section of this RFP.
- 12.14. Total Quality Management (TQM) - the Contractor must have a company-wide TQM program that includes training and participation of all its employees.
- 12.15. Safety Program
  - 12.15.1. The Contractor and subcontractor shall have a company safety program that addresses the hazards associated with the scope of services requested. The Contractor hired must maintain compliance at all times with all local, state and federal laws and/or regulations with regard to use, storage and disposal of the chemicals or other hazardous materials used during their services performed at a Kilgore College location.
  - 12.15.2. All Contractors and its Subcontractor(s)/Supplier(s) are required, under the Texas Hazard Communication Act to provide Safety Data Sheets (SDS) for all chemicals used or stored on Kilgore College facilities to the Facilities Director and upon request.
  - 12.15.3. Chemicals and/or other materials left behind by any vendor after services are completed will be required to be removed and disposed of by the Contractor. Kilgore College is not responsible for the disposal of waste materials left on Kilgore College properties by any contracted vendors.
- 12.16. Technical Library - the Contractor shall maintain a technical library consisting of all applicable records such as "as built" drawings, equipment Operating & Maintenance (O&M) manuals, manufacturers spare parts lists and warranty certificates. Kilgore College Facilities shall retain all O&M manuals, drawings and other relevant data.
- 12.17. Warranty Administration - the Contractor shall administer and coordinate all warranties provided by construction contractors and equipment suppliers. The Contractor shall perform all work such that all warranties are maintained in full force and effect. The Contractor shall first check the equipment for problems before calling the warranty contractor.
- 12.18. Employee Turnover
  - 12.18.1. The Contractor must keep an active pool of employee and subcontractor contacts. In the event of resignation of an employee or subcontractor, the Facilities Director must be notified immediately. An acceptable replacement must be on board by the end of a one-week period. Monthly FTEs list update will be provided to the Facilities Director.
  - 12.18.2. If a suitable replacement is not replaced within seven (7) days, the Contractor will credit the wages of the terminated employee or subcontractor cost back to Kilgore College until a replacement is identified and accepted by Kilgore College.
- 12.19. Service Requests - student and employee comfort and satisfaction are of paramount importance. Any student or employee calls requesting service or registering a complaint must be responded to in person and, if possible, resolved within two (2) hours of initial receipt of call. Any second call for services/complaint shall be elevated to the Residence Manager (RM) or General Manager (GM). Failure to satisfy a complaint that has been brought to the attention of the appropriate Kilgore College administrator will be discussed with the Contractor and could be considered failure to meet the requirements of this contract.
- 12.20. Computerized Maintenance Management System
  - 12.20.1. The Contractor shall develop, implement and maintain effective programs for the standardization of maintenance, utilizing Kilgore College's computerized maintenance management system. All information contained in the computer system and files is the property of Kilgore College.
  - 12.20.2. The Contractor shall establish and maintain the computerized work order system that will serve as a mechanism for other departments requesting work and will serve as a means of instruction of work to be done. The system will, but not limited to, record the cost and completion date of each work order by room, building, campus and college. All work orders shall be distributed, completed and closed out by the Contractor.
- 12.21. Historical corrective maintenance on equipment shall be documented in the CMMS. All files and related electronic hardcopy information shall be the property of Kilgore College.
  - 12.21.1. CMMS shall be utilized for, but not limited to:
    - 12.21.1.1. Work Order Management

- 12.21.1.2. Preventive Maintenance Management
- 12.21.1.3. Labor Management
- 12.21.1.4. Workflow Management
- 12.21.1.5. Materials Management
- 12.21.1.6. Asset and Equipment Management
- 12.21.1.7. Purchasing and Accounts Payable
- 12.21.1.8. Automating Work Orders
- 12.21.1.9. Controlling Parts Inventories Tracking Assets
- 12.21.1.10. Creating Purchase Orders
- 12.21.1.11. Easily Accessing Needed Reports
- 12.21.1.12. Estimate Creation, Routing and Approvals Project Management
- 12.21.1.13. Assessments for Current Buildings, Components and Assets
- 12.21.1.14. Deferred Maintenance Identification/tracking
- 12.21.1.15. Classification of Ratings and Priorities
- 12.21.1.16. Collection of Cost Estimates
- 12.21.1.17. FCI Calculations
- 12.21.2. Training - Awardee shall provide, as needed, on-site training to Kilgore College Facility staff on the functions of the software.
- 12.21.3. Set-up and Implementation - Awardee shall assume the responsibility for CMMS set up and implementation.
- 12.21.4. Updates - Proposers shall provide information on software updates with proposals. How often updates are generally provided and any additional costs for the updates.
- 12.22. Service Desk- campus service center: The Contractor shall provide a service desk to receive all calls including, but not limited to, complaints, and repair and service requests.
  - 12.22.1. The Contractor's dispatcher will create work orders on the CMMS for all calls and forward the work orders to the Maintenance Supervisor at each individual campus for the appropriate response. Priority must be set for each order.
- 12.23. Clarification of Maintenance Terminology:
  - 12.23.1. Maintenance - The recurring day-to-day, periodic or scheduled work requirement to preserve or restore a facility or equipment to such a condition that it may be effectively utilized for its designated purpose.
  - 12.23.2. Plant Operations - The process of carrying out the necessary procedures, including manual control, attendance and supervision, to affect the performance of the design function of a facility or equipment.
- 12.24. Requisition Maintenance - Maintenance actions, not part of normal plan operations and/or maintenance, shall include special construction projects, modernization, alterations and facilities improvements. Kilgore College Facilities Director must approve all such orders in advance. Projects will be subject to the job order contracting process. Documents shall be submitted as a Task of Work (TOW).
  - 12.24.1. Project-external - Certain major repairs and special maintenance may be performed by other external Contractors. The maintenance contractor shall cooperate fully with Kilgore College and its external contractor(s) in such situations. The successful contractor may be required by Kilgore College to:
    - 12.24.1.1. Assist in planning the desired work.
    - 12.24.1.2. Prepare procurement specifications as desired by Kilgore College.
    - 12.24.1.3. Supervise entirely or assist in the supervisory of the external Contractor(s).
    - 12.24.1.4. Work cooperatively with other external Contractor(s) as directed by Kilgore College Facilities Director.
    - 12.24.1.5. Coordinate operations activities under its supervision with any projects undertaken by

the outside Contractor(s).

12.24.2. Note: There will be no additional cost in the assistance of above requirements by the maintenance engineering service contractor. The cost of Kilgore College Facilities projects to be completed by other external Contractor(s) shall be the responsibility of Kilgore College and shall not be considered part of this contract between Kilgore College and the Contractor hired for Maintenance Engineering Service.

12.25. Repair and Maintenance of Equipment Repair maintenance include all repair, replacement and adjustment of equipment in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or employee complaint. Except in response to employee complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability or parts, workload and convenience of occupants. Priority shall be set as Emergency (All Life Safety), all items that may cause damage to property.

12.25.1. Repair maintenance involving safety considerations or possible damage to property shall be responded to immediately.

12.25.2. Repair maintenance involving the use of a facility shall be responded to immediately.

12.26. Financial and Materials Management

12.26.1. Objectives - The Contractor shall fulfill operations and maintenance management responsibilities with a strong and continued attention to fiscal responsibilities. The objectives of the financial and materials management program are, but not limited to:

12.26.1.1. To strive for increased effectiveness at less costs through improved management and engineering practices.

12.26.1.2. To disseminate written instructions necessary to the fiscal management of operations, maintenance, equipment and supplies.

12.26.1.3. To comply with established fiscal control systems and directives.

12.26.1.4. To budget appropriate cost annually, the Contractor shall prepare plant operations and maintenance financial and statistical data to assist Kilgore College in preparation of its budgets. The Contractor shall monitor expenditures as designated by Kilgore College Facilities in accordance with Texas/Federal law. The Contractor will prepare and submit a monthly detailed expenditure and budget report.

12.26.1.5. To cost allocate, the Contractor will configure the CMMS work order system to properly allocate expenditures to designated cost centers.

12.26.1.6. To purchase appropriate material and equipment in a timely manner to ensure cost savings and competitive bidding as necessary, the Contractor shall provide written policies and instructions based on Kilgore College Facilities requirements governing the purchase of plant operations and maintenance materials, supplies, equipment and utilities.

12.26.1.7. To provide a written tool policy.

12.26.2. Receipt, Storage and Issue of Materials - The Contractor shall provide procedures, in accordance with Kilgore College directives and guidance, necessary to the implementation of programs for the proper inspection, charges, storage, inventory, security and issue of plant operations and maintenance supplies and equipment.

12.26.3. Regulatory Requirement - The Contractor shall implement programs to ensure that Kilgore College Facilities comply with local, state, federal and other regulatory agencies, as they apply, but not limited to, the regulations, codes, inspections, operation and maintenance of the system.

12.26.4. Technical Support - The Contractor shall provide at its own expense professional services and technical resources in support of its field management to:

12.26.4.1. Perform research in determination of Kilgore College Facilities plant operations and maintenance management needs, resources, utilization, programs, procedures and systems.

12.26.4.2. Implement technical support programs for system implementations, training, control inspection and consultant services relating to System plant operations and maintenance management.

- 12.26.4.3. Consult and make recommendations concerning the plant operations and maintenance aspects of Facility Maintenance service proposals.
- 12.26.4.4. Provide program to follow progress of major modernization and new construction projects.
- 12.26.5. Building Alterations-
  - 12.26.5.1. The Contractor shall provide consultation for minor rearrangement of Kilgore College spaces, equipment and furniture as needed.
  - 12.26.5.2. The Contractor shall consult the Facilities Director in the planning of major structural alternations, including, but not limited to, supply estimations, etc., as requested by Kilgore College facilities as needed.
- 12.26.6. Projects – Internal - The Contractor personnel shall supervise minor building alterations in accordance with Designs originated by others and approved by the College Facilities Director. The Contractor shall make installations, fabrications, alterations and special projects in accordance with the resources of staff, finances, material, time and space allotted to the plant operations and maintenance organization and as authorized by the Facilities Director.
  - 12.26.6.1. All alteration, modification and addition to buildings, major systems, sub-systems major equipment and ground items of significance shall be approved in advance, in writing by Facilities Director.
  - 12.26.6.2. Facilities Director must approve all requisitions requiring the expenditure of funds in advance, in writing and are not included in the Contractor's contract.
- 12.26.7. Projects – External - Certain major repairs and special maintenance may, be performed by other external contractors. The Contractor shall cooperate fully with Kilgore College and its external Contractor(s) in such situations. The Facilities Director may contract with the Contractor for such services by utilizing Kilgore College Procurement Services or job order contracting process. The successful proposer may be required by the System to:
  - 12.26.7.1. Assist in planning the desired work.
  - 12.26.7.2. Prepare procurement specifications as desired by Kilgore College.
  - 12.26.7.3. Supervise entirely or assist in the supervision of the external Contractor(s).
  - 12.26.7.4. Work cooperatively with the other external Contractor(s) as directed by Kilgore College's Facilities Director.
  - 12.26.7.5. Coordinate operations activities under its supervision with any projects undertaken by the outside Contractor(s). The cost of Kilgore College facilities projects to be completed by other external Contractor(s) shall be the responsibility of Kilgore College and
  - 12.26.7.6. Shall not be considered part of this contract between Kilgore College and the Contractor hired for facility maintenance services.
- 12.26.8. Functional Safety and Sanitation
  - 12.26.8.1. The Contractor shall assist in the collection of available documentary evidence of structural safety and building safety compliance (such as Statement of Construction and Fire Protection) as needed for accreditation requirements.
  - 12.26.8.2. The Contractor shall maintain on file documents and certification of the Physical Plant's compliance with the requirement of applicable local, state and federal codes, laws and regulations.
  - 12.26.8.3. The Contractor shall make recommendations to Administration to facilitate compliance with applicable uniform building codes, uniform fire codes, state and/or federal Occupational Health and safety Codes, and Life Safety Codes.
  - 12.26.8.4. The Contractor shall maintain good safety practices within the maintenance facility areas and keep equipment, spaces and shops in a tidy condition and participate in the System's safety programs.
- 12.26.9. Quality Assurance / Quality Control of Service - The following quality performance review will be initiated to insure a high standard of service for the College:
  - 12.26.9.1. The Contractor's RM/GM will make weekly inspections. The Contractor and Facilities

- Director will make bi-weekly inspections. Deficiencies must be corrected prior to the next regular session.
- 12.26.9.2. Daily activities shall be maintained in the CMMS and be available for review by Kilgore College within 24-hours. Preventive maintenance schedules with notation of performance shall be maintained for management control, inspection and Kilgore College's review.
- 12.26.9.3. Corrective maintenance requisition actions shall be tabulated by category and included in the monthly report.
- 12.26.9.4. Monthly summary of plant operations and maintenance functions, accomplishments and objectives shall be prepared and presented for comments, additions and concurrence of Kilgore College Facilities and included in the monthly report.
- 12.26.9.5. The Contractor shall meet as requested with the contract administrator to discuss the contract.
- 12.26.9.6. The Contractor's manager must carry portable communications equipment for communication with Facilities Director. There will be a 24-hour a day cell phone available to reach the Contract manager and RM.
- 12.26.9.7. A Contractor's employee satisfaction measure will be designed. Kilgore College shall receive a report of the employee satisfaction yearly. This report will also include all training and licenses accomplished or received for the past year.
- 12.26.10. Environmental Laws
- 12.26.10.1. Contractor shall comply with all rules, regulations, statutes or orders of, but not limited to, the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other local, state or federal governmental agency with the authority to promulgate environmental laws and regulations.
- 12.26.10.2. Contractor shall promptly reimburse Kilgore College for any fines or penalties levied against the City because of the Contractor's failure to comply.
- 12.26.10.3. Contractors and their employees who used chemicals during the performance of their jobs must have completed Hazard Communication training in compliance with the Texas Hazard Communication Act. The Texas Health and Safety Code.
- 12.26.10.4. Contractors must supply Kilgore College with a copy of the Safety Data Sheet (SDS) for all chemicals brought onto Kilgore College properties and must dispose of all chemicals supplied by the Contractor after use at the Contractor's expense.
- 12.26.11. Hazardous Materials
- 12.26.11.1. The Contractor shall not possess, use, generate, release, discharge, store, dispose of or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with any and all local, state and federal environmental laws or regulations.
- 12.26.11.2. In the event of Hazardous Materials generated by the Contractor or Subcontractor, the Contractor or Subcontractor is responsible to pay for the proper disposal of Hazardous Materials. "HazardousMaterials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances or orders.
- 12.26.11.3. The Contractor shall not deposit paint, oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on Kilgore College property in violation of any local, state or federal environmental laws or regulations.
- 12.26.11.4. It is the responsibility of the Contractor and Subcontractor to remove any materials, solvents, or substances from Kilgore College after a maintenance project is complete.
- 12.26.12. Maintenance Audit
- 12.26.12.1. The Facilities Director may conduct a maintenance audit, either alone or accompanied by the Contractor, or may request that the Contractor conduct a maintenance audit, or may select a qualified third party to perform a maintenance audit. Such an audit shall include, but not limited to, inspection of the premises, equipment, inventory, records,

- logs, and work performance at each facility. The audit shall be conducted without prior notice to the Contractor. The audit results shall be provided to the Contractor.
- 12.26.12.2. The Contractor shall correct any discrepancies identified and covered under the terms of this agreement within five (5) working days after the audit results are provided to the Contractor.
- 12.26.12.3. The Contractor shall provide Facilities Director a written explanation for each discrepancy and corrective action taken within ten (10) days after the audit results are provided to the Contractor. Further, the contractor shall provide the Director of FE/M with an inspection and maintenance plan to prevent future occurrences of any problems identified in the audit. The Director of FE/M may use the results of the audit to terminate this Agreement, regardless of any corrective action taken by the Contractor.

### **13. ADDITIONAL SERVICES**

- 13.1. Fire system component repair due to renovation, code changes, or current yellow. Contractor has the burden to prove this condition
- 13.2. Building Operations such as unlocking of doors, events preparation, furniture and educational materials moving, and all other tasks not directly related to facilities maintenance
- 13.3. Door locking hardware, latches pad locks
- 13.4. Structural repair and associated damages
- 13.5. Repair/Replacement of items or equipment damaged by vandalism, acts of God, or other circumstances that result in failure that is beyond Contractor's control
- 13.6. General maintenance
- 13.6.1. Paint
- 13.6.2. Wall repair
- 13.6.3. Ceiling tile replacement
- 13.6.4. Carpet repair
- 13.6.5. Finish material maintenance
- 13.6.6. Manual doors/hardware
- 13.6.7. Tile repair
- 13.6.8. Parking lot repair
- 13.6.9. Wheel stop maintenance
- 13.6.10. Window repair
- 13.6.11. Roofing maintenance
- 13.7. Above is an overview of the full comprehensive requirements of the required responsibilities and duties of the contractor. This contract is intended to be full maintenance services for Kilgore College to maintain and operate the equipment within the Kilgore College portfolio in an effective and efficient manner and so there shall be no disruption of normal day-to-day activities of the college. The contractor is responsible for all building components and systems necessary to operate a facility functionally and safely within all guidelines of city, state, and federal code to APPA standard three (3) guidelines. This includes the mechanical functionality of the overall portfolio and associated components of listed facilities.

### **14. EXCLUSIONS**

- 14.1. Cafeteria and food service equipment repair and/or maintenance tasks
- 14.2. Classroom equipment for teaching purposes

### SECTION 3 PROPOSAL PREPARATION AND SUBMITTAL

Proposals must conform to all requirements stated below and elsewhere in this RFP. Disregarding these requirements may result in disqualifications of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name, number, and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the office of procurement Services by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of its proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.

All proposals must be on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm must submit one (1) original copy of the proposal, clearly marked "Original" and three (3) hard copies. In addition, the firm must submit one (1) digital .PDF copy of the proposal on media suitable for copying and distributing electronically.

The firm's proposal should be organized in sections as outlined below:

#### **1. Cover Letter**

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

#### **2. Proposal Form**

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

#### **3. Qualifications**

The proposal must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.

- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).
- h. References: The offeror must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
  - a. Entity name
  - b. Industry Type
  - c. Address, City, Province/State/Country
  - d. Contact Name, Title, Phone Number, and Email address
  - e. Years (s) services(s) provided
  - f. Comments (include details regarding the current status of the product/service provided by offeror)

#### 4. Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format in this RFP.

#### 5. Exceptions Requested

- a. **Exceptions to the RFP/Scope of Work.** Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there is no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.
- b. **Exceptions to the Agreement and Terms and Conditions.** The college's Sample Agreement for Services, including the Insurance Requirements, general and supplemental Terms and Conditions, will be used to consummate any resulting agreement between the College and successful offeror. Any exceptions requested from the Sample Agreement must be included in this section. Any proposed additional terms (i.e., terms not already covered by the College Sample Agreement) or alternate terms required by the firm should be included here with a brief explanatory introduction. **NOTE: interested offeror is expected to engage in good faith negotiations, and as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy lists with proposed exceptions or requests for exceptions in non-negotiable terms (e.g., state-mandated provisions; federal compliance, etc.) will not be considered. Further, unless expressly requested by the College Procurement Manager, offeror should NOT include its firm's standard form of agreement with its proposal: Any resulting agreement between College and successful offeror will be drafted on the College's form.**

#### 6. Proposer's Proprietary/Confidential Information

In the event the offeror elects to include in its proposal any information deemed "proprietary" or "protected," it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the offeror.

#### 7. Cost Proposal

The offeror shall complete the Cost Proposal Form included in the RFP (Section 6), or in alternative, use the enclosed Form as a guide in completing its own cost proposal, and shall submit such detailed Cost Proposal together with its original proposed packet. The Cost Proposal shall conform to the following guidelines:

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. Proposals that include equipment or materials should not include sales tax. The College is tax exempt under federal tax EIN 75-6001909.
- c. Prices for services shall be listed hourly, including the total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
- d. For multi-year projects, include the total annual cost for each service.
- e. Provide detailed explanations of any assumptions that the offeror made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- f. Identify when the offeror proposes to invoice the College (e.g., progress payments, milestone, weekly, monthly etc.)
- g. Indicate if any items are optional and specify them in a separate section(s).
- h. If proposer will be responding to any of the following open Requests for Proposals, the proposer is encouraged to include and detail any such deducts for multiple services.
  - RFP No. 2020-FS006 Food Services Provider
  - RFP No. 2020-FC008 Custodial Service Provider
  - RFP No. 2020-FC009 Landscaping & Grounds Maintenance Service Provider

**The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.**

## 8. Appendix

The Proposal Appendix must include:

- a. All documents or forms required by the College to be completed by the firm, including the required Certification Forms included in the RFP (Section 8).
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. If any customer has stopped using the products(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of work proposed, in part or in whole, shall not be subcontracted without proper written permission of the College.**

## 9. Certifications –

By signing the Proposal Form (included in Section 6), the offeror certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the offeror has not given, offered to give, 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. The Offeror also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

In addition, by signing the Mandatory Certification Forms included in Section 8), the offeror certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; and if applicable, (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

Failure to provide signatures affirming the stipulations required above will result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certifications with a false statement shall void the proposal and, if applicable, any resulting agreement.

The deadline for receipt of sealed proposals is **March 19, 2020 at 3:00 PM (Central Standard Time)**. Sealed proposals must be received by this deadline at the following location:

**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

#### **10. Interpretations of the Specifications**

Only the interpretation or correction so given by the Procurement Services Manager, in electronic writing (email), shall be binding and prospective Vendors are advised that no other source is authorized to give information concerning, explain or interpret, the proposal document.

Every request for such interpretation or correction must be in electronic writing (email), addressed to the Procurement Services Manager. Vendors are notified telephone questions will not be answered. All such interpretation and supplemental instructions will be in the form of written addenda to the request for proposal documents. All addenda will be posted online at <https://www.kilgore.edu/about/offices/procurement-services> under the Request for Proposals section.

Your questions concerning the RFP specifications must be submitted via email to [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). We will return a written response to your company as well as post as addenda to website.

#### **11. Adjustments and Cancellations**

All adjustments and cancellations will be from the Procurement Services Office.

#### **12. General Conditions**

You are notified that although the College is required to submit purchases of all contracts over \$50,000 to the competitive proposal process, it is not required to accept the lowest proposal. In such purchasing, the lowest proposal may be rejected by the Board of Trustees. The proposals will be evaluated by a committee and a formal recommendation will be made that is in the best interest of the College.

#### **13. Purchase Orders**

The College shall not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative.

**SECTION 4  
SELECTION AND CONTRACT AWARD**

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with the selected firm following a Notice of Intent of Selection.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria, which are listed in descending order of importance:

**Proposal Evaluation Criteria in Relative Order of Importance**

To include but not limited to (point values):

- a. Staffing – (40)  
Primary staff and qualifications and proposed time commitments.
- b. Scope of Work – (25)  
Demonstration of understanding of scope objectives.
- c. Costs – (25)  
Monthly costs to the College.
- d. References – (10)  
Include in your response a minimum of three (3) references of facilities of like size and demographics. You must include contact names and current phone numbers.

**SECTION 5**  
**RFP COMPLETION CHECKLIST**

The checklist is a summary of some of the required components of the RFP. It is provided as a convenience to proposer, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the offeror to submit complete and compliant proposals.

- Cover Letter**
- Proposal Form (refer to Section 6)**
- Cost Proposal Form (refer to Section 6)**
  
- Qualifications**
- Responses to Scope of Work**
- Exceptions Requested From (refer to Section 6, and Sections 3 and 7)**
- Completed and Signed Certifications (refer to Section 8)**

**SECTION 6  
PROPOSAL FROM**

Date \_\_\_\_\_

Proposal of \_\_\_\_\_,

(Company Name)

- a corporation organized and existing under the laws of the State of \_\_\_\_\_;
- a partnership, registered in the State of \_\_\_\_\_, and consisting of \_\_\_\_\_;
- an individual trading as \_\_\_\_\_, located at \_\_\_\_\_

This Proposal is submitted in response to RFP No. \_\_\_\_\_, \_\_\_\_\_  
[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of one-hundred-twenty (120) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

\_\_\_\_\_  
(Proposer's Full Legal Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Complete Business Address)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**SECTION 6 (continues)**  
**COST PROPOSAL FORM**  
 (Response must be on this form)

**PRICING – MONTHLY RATES:**

The fixed monthly billing amount is to include all costs for providing facility services in accordance with the RFP terms, conditions, and specifications.

All supplies and services needed to perform the scope of work are to be provided by the Bidder and included on this cost of service form.

<u>LOCATION</u>	<u>MONTHLY COST per LOCATION</u>
Kilgore Campus	
Longview Campus	
Training Facility	

**PRICING – HOURLY LABOR RATES:**

Quote hourly rates, as a benchmark for future contractual adjustments.

SUPERVISOR, regular hours	\$ _____/hr.
SUPERVISOR, overtime	\$ _____/hr.
WORKER, regular hours	\$ _____/hr.
WORKER, overtime	\$ _____/hr.

**SECTION 6 (continues)**  
**EXCEPTIONS REQUESTED FORM**

After carefully reviewing the College's sample agreement (See Section 7), the offeror: (*select one only*)

\_\_\_\_\_ **Requests no exceptions**

\_\_\_\_\_ **Requests the following exceptions:**

For each exception, the offeror shall provide all of the following information: **(i) Name of the Document/Attachment;** **(ii) Page and Paragraph Number;** **(iii) Exception;** **(iv) Justification for Exception.** Blank, unjustified, or unsupported requests will be disregarded.

**SECTION 7  
SAMPLE AGREEMENT**

**AGREEMENT FOR SERVICES**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of \_\_\_\_\_, 2020 (“Effective Date”) by and between KILGORE COLLEGE (“College”), located in Kilgore, Texas, and \_\_\_\_\_ (“Contractor”),

[insert Contractor’s full legal name]

a (n) \_\_\_\_\_ [insert Contractor’s State of incorporation/registration] \_\_\_\_\_ corporation, with a principal place of business at

[insert complete address]

**RECITALS:**

A. Contractor is a successful offeror under the College’s request for proposal (RFP # \_\_\_\_\_ )

**NOW, THEREFORE**, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

**1. SERVICES**

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Contractor shall provide College the \_\_\_\_\_ services (“**Services**”). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

1.2. As part of the Services, Contractor shall deliver to College all goods, reports, documents and other materials (“Deliverables”) as set forth in Attachment B.

**2. COMPENSATION**

In exchange for the Services, College shall pay Contractor as compensation the total amount of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses, it incurs in connection with the Contractor’s obligations under this Agreement.

**3. TERM**

The initial term of the contract shall be for three (3) year(s). Two (2), one (1) year extensions of the contract may be affected by Purchase Order or an amendment to this Agreement approved by both parties. Further, College reserves the right to extend the contract term on a month-to-month basis, not to exceed six (6) months upon the expirations of the initial term and any successive renewal term. KC reserves the right to award separate contracts to multiple bidders.

**4. TERMINATION**

4.1. Termination for Cause. Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the

Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. Kilgore College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-

procuring the services.

4.2. **Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just, equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

5. **INSURANCE**

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

6. **NOTICES**

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To **COLLEGE:**

Name: Betsy Hansard, Procurement Services Manager  
Phone: 903-983-8105  
Email: bhansard@kilgore.edu  
Address: Kilgore College  
1100 Broadway  
Kilgore, TX 75662

To **CONTRACTOR:**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

7. **ENTIRE AGREEMENT; AMENDMENTS**

7.1. This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

7.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**

**KILGORE COLLEGE:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For **CONTRACTOR**

**[INSERT CONTRACTOR'S FULL LEGAL NAME]:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENTS:**

Attachment A – General Terms and Conditions

Attachment B – Scope of Work; Deliverables

Attachment C – Compensation

Attachment D – Insurance Requirements

**ATTACHMENT A to  
SECTION 7 AGREEMENT FOR SERVICES**

**GENERAL TERMS AND CONDITIONS**

1. **Contractors Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical expertise in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
  - a. Contractor warrants that the Services will be performed in a professional and competent manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
  - b. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
  - c. To the extent, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "Contractor Parties"), shall be deemed employees, agents, partners, or joint ventures of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
  - a. College's Intellectual Property All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("Contract IP"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "Intellectual Property" or "IP" means all forms of legally protectable intellectual property,

including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.

- b. **Contractors Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.
- c. **College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

## 8. Confidentiality

- a. If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- b. Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- c. Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

**9. Retention of Records/Audit**

- a. For a period of not less than two (2) years after the termination of this Agreement, Contractor shall maintain, in a single, reasonably accessible location approved by the College, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by the College under this Agreement, including, without limitation, all related contracts and insurance files.
- b. During the term of this Agreement and for a two (2) year period following the termination of this Agreement, all of Contractor's data, files and records referenced in the above Section of this Agreement may be inspected, audited and copied by the College, its duly authorized agents, representatives or employees or by federal or state agencies having jurisdiction over the College, at such reasonable times as the College may determine.
- c. Certified payrolls may be requested by the College to validate that Contractor's employees assigned to a College facility have received allowed wage increases and that the Contractor is making appropriate withholdings. Certified payrolls are prepared and/or approved by an independent Certified Public Accountant and must be furnished within thirty (30) calendar days of request.

**10. Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

**11. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Texas Public Records Laws. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

**12. Privacy and Security.**

- a. If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- b. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- c. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- d. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Facilities Director. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Facilities Director updated promptly as additional details about the nature of the Confidential Information become available.
- e. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.

### 13. Damages.

- a. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COLLEGE OR COLLEGE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOST PROFITS OR, ANY EVENT BEYOND THE CONTROL OF CONTRACTOR OR COLLEGE RESPECTIVELY. However, the limitations on indirect, incidental or consequential damages set forth in this Section shall not apply to, or in any way limit, Contractor's indemnity obligations under this Agreement.
- b. Contractor shall be liable for the loss of or damages to the College's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees.
- c. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to College property or personal property on College premises. Failure to make report to the College of the occurrence, within the specified time, may be cause for termination of this contract.
- d. If either party employs an attorney or commences legal or arbitral proceedings to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other, reasonable costs incurred in connection with such enforcement, including, but not limited to, attorneys' fees and costs of investigation, litigation, mediation, or arbitration.

14. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.
15. **Use of Names; Trademarks.** Neither party shall use the other party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the party's employees in any publicity or advertising material without prior written approval by the other party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.
16. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment) Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
17. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
18. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.
19. **Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the

acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.

20. **Federally Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
21. **Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
22. **Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
23. **Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
24. **Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
25. **Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
26. **Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
27. **Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not

discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

28. **Cancellation for Conflict of Interest.** College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
29. **Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
30. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
31. **No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
32. **Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used,
33. **Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
34. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Gregg County, Texas.
35. **On-Site Contractor Office Space, Storage and Utilities**  
Kilgore College will provide a location with office space and limited storage for contractor's on-site operations. The bill back of utilities to be negotiated under contract.

**ATTACHMENT B  
to SECTION 7 AGREEMENT FOR SERVICES  
SCOPE OF WORK; DELIVERABLES**

**(This Attachment will be developed from the Scope of Work defined in Section 2 of this RFP and successful Offeror's proposal)**

**ATTACHMENT C SECTION  
to 7 AGREEMENT FOR SERVICES  
COMPENSATION**

**(This Attachment will be developed based on the Cost Proposal Form of the successful Offeror's proposal)**

**ATTACHMENT D**  
**to SECTION 7 AGREEMENT FOR SERVICES**

**INSURANCE REQUIREMENTS**

**1. GENERAL INSURANCE REQUIREMENTS:**

- A. **Certificates of Insurance:** Contractor shall, upon request, submit to the College Procurement Services Manager certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.
- B. **Self-Insurance:** Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.
- C. **Scope of Insurance Coverage:** All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of Kilgore College, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.
- D. **Additional Insureds:** For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Kilgore College, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- E. **Notice of Cancellations, Changes to Coverage:** Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Procurement Services Manager.
- F. **Contractor's Personnel, Agents, and Subcontractors:** Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.
- G. **Failure to Maintain Insurance:** In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

**2. INSURANCE COVERAGE REQUIRED:**

- A. **Workers' Compensation Insurance -** Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- B. **Commercial (Business) Automobile Liability Insurance –** Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractors owned, hired, or non-owned vehicles assigned to or used in

performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for “any auto.”  
Combined Single Limit \$1,000,000 (CA 0001)

C. **Commercial General Liability Insurance** – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$1,000,000

D. **Other Requirements**– The Contractor is required to include Kilgore College as an additional Insured on the Commercial General Liability and Business Automobile Policy. Attach a waiver of Subrogation to all policies. The CGL Policy should be Primary and Noncontributory to any other insurance. All policies should include a 30-day Notice of Cancellation provision in favor of Kilgore College.

**SECTION 8**  
**MANDATORY CERTIFICATION FORMS**  
**BOYCOTT OF ISRAEL CERTIFICATION**

\_\_\_\_\_  
(Date)

In accordance with the Texas Government Code, Contractor represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Contractor 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

\_\_\_\_\_

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Print title)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

**SECTION 8 (continues)**

**FELONY CONVICTION NOTICE FORM**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

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 (a) 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, the undersigned agent for the firm named below, 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.

VENDOR’S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL’S NAME: \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_ (attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_ (attach additional sheet if necessary)

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SECTION 8 (continues)**  
**PROPOSER AFFIRMATION**

Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed:

1. The proposer has not given, offered to give, 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.
2. The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information, see the website for the Texas Comptroller of Public Accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.
3. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
5. If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.
6. Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
7. The Contractor shall defend, indemnify, and hold harmless the State of Texas, KC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
8. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
9. Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State Agency: \_\_\_\_\_

Position with proposer: \_\_\_\_\_

Date of Employment with proposer: \_\_\_\_\_

**SECTION 8 (continues)**  
**EXECUTION OF OFFER**

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror 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 anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.**

**SECTION 8 (continues)**  
**ADDENDA CHECKLIST**

Proposal of: \_\_\_\_\_  
(Proposer Company Name)

To: KILGORE COLLEGE

Ref.: Custodial Services

RFP No.: 2020-FC008

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the 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 KC's website at <https://www.kilgore.edu/about/offices/procurement-services>.

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

No. \_\_\_\_\_

Respectfully submitted,

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature for Proposer)

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 8 (continues)**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
<hr style="width: 50%; margin: auto;"/> Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
<hr style="width: 80%; margin: auto;"/> Signature of vendor doing business with the governmental entity		<hr style="width: 80%; margin: auto;"/> Date

NOTE: When completing this Questionnaire, please be certain to answer each and every question; indicate "Not Applicable", if appropriate. Please sign and date.

**SECTION 8 (continues)**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

Texas Local Government Code Chapter 176 requires that vendors desiring to enter into certain contracts with a local governmental entity must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections one (1) through three (3) below as a condition of receiving an award or contract. Submit this information along with your proposal, proposal, or offer. **This form must be received included in the vendor's proposal/proposal packet, to be considered for evaluation.** Completed forms must be **NOTARIZED** and delivered to:

This requirement applies to contracts with a value exceeding \$50,000.

**1 - Disclosure of Financial Interest in the Vendor**

a. If any officers or employees of KC ("individuals") have one of the following financial interests in the vendor (or its principal) or its subcontractor(s), please show their name and address and check all that apply and (include additional documents if needed):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

b. For each individual named above, show the type of ownership/distributable income share:

- Ownership interest of at least 10% ( \_\_\_\_\_ )
  - Ownership interest of at least \$15,000 or more of the fair market value of vendor ( \_\_\_\_\_ )
  - Distributive Income Share from Vendor exceeding 10% of individual's gross income ( \_\_\_\_\_ )
  - Real property interest with fair market value of at least \$2,500 ( \_\_\_\_\_ )
  - Person related within first degree of affinity to individual has the following ownership or real ( \_\_\_\_\_ )  
 property interest in Vendor:
    1. Ownership interest of at least 10%
    2. Ownership interest of at least \$15,000 or more of the fair market value of vendor
    3. Distributive Income Share from Vendor exceeding 10% of the individual's gross income \_\_\_\_\_
    4. Real property interest with fair market value of at least \$2,500
- No individuals have any of the above financial interests (If none go to Section 4) ( \_\_\_\_\_ )

c. For each individual named above, show the **dollar value or proportionate share** of the ownership interest in the vendor (or its principal) or its subcontractor (s) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its principal) or subcontractor of vendor is 10% or less, and if the value of the ownership interest of the named individual(s) is \$15,000 or less of the fair market value of vendor, check here ( \_\_\_\_\_ ).

If the proportionate share of ownership exceeds 10%, or the value of the ownership interest exceeds \$15,000 of the fair market value of vendor, show either:

The percent of ownership \_\_\_\_\_ percentage, or the value of ownership interest \$ \_\_\_\_\_.

**2 - Disclosure of Potential Conflicts of Interest**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Employment, currently or in the previous 3 years, including but not limited to contractual employment for services for vendor.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Employment of individual's spouse, father, mother, son, or daughter, including but not limited to contractual employment for services for vendor in the previous 2 years.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3- Disclosure of Gifts**

For each of the individuals having the level of financial interest identified in Section 1 above, and for any other KC individual not identified in Section 1 above check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe (use space under applicable section-attach additional pages as necessary).

a. Received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Individual's spouse, father, mother, son, or daughter has received a gift from vendor (or principal), or subcontractor of vendor, of \$250 or more within the preceding 12 months.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4- Other Contract and Procurement Related Information**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with a value exceeding \$50,000. You must submit this information along with your proposal, proposal, or offer.

a. Vendor shall identify whether vendor (or its principal), or its subcontractor(s), has current contracts (including leases) with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Vendor shall identify whether vendor (or its principal) or its subcontractor(s) has pending contracts (including leases), proposals, proposal, or other ongoing procurement relationships with other government agencies of the State of Texas by checking:

Yes \_\_\_\_\_ No \_\_\_\_\_

d. If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as proposal or project number (attach additional pages as necessary).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This disclosure is submitted on behalf of:

\_\_\_\_\_

(Name of Vendor)

**Certification.** I hereby certify that to the best of my knowledge and belief the information provided by me in this disclosure statement is true and correct. I understand that failure to disclose the information requested may result in my proposal, proposal, or offer, being rejected, and/or may result in prosecution for knowingly violating the requirements of **Texas Local Government Code Chapter 176**. I understand that it is my responsibility to comply with the requirements set forth by KC as it relates to this disclosure. I also understand that I must submit an updated disclosure form within seven (7) days of discovering changes in the significant financial interests of the individuals I identified in Section 1 of this disclosure or if individuals that were not identified, later receive a financial interest in my company or is a subcontractor of my company.

Official authorized to sign on behalf of vendor:

Name (Printed or Typed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: PROPOSER MUST COMPLETE THE ABOVE "FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER SHALL RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ State of: \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_  
(City) (State)

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public of the State of: \_\_\_\_\_

**SECTION 9**  
**RFP QUESTIONNAIRE**

**NOTE TO BIDDERS: COMPLETENESS AND DEGREE OF EXPLANATION AND/OR DETAIL IN RESPONSES TO EACH OF THESE QUESTIONS IS ESSENTIAL FOR YOUR PROPOSAL TO RECEIVE A THOROUGH EXAMINATION BY BID EVALUATORS.** Failure to provide a thorough response to EACH item listed below may result in the disqualification of your bid. If your response is provided in another section of this RFP Response, please note where the information may be located.

**1. PRICING**

- a. Provide a detailed explanation as to how you arrived at the proposed fixed monthly amounts.
- b. What is your labor rate for “out-of-scope” work?

**2. PERSONNEL**

In order to assist the College in evaluating the quality and stability of your work force, bidders must furnish the following information on attachments submitted with their bids.

- a. Explain your intended staffing levels.
- b. Explain your company’s recruitment program for hourly workers.
- c. Explain your company’s turnover rate for hourly workers for the last two years in the state of Texas.
- d. Explain your company’s
  1. Training practices for new employees
  2. Reinforcement training for experienced workers
- e. Describe your company’s employee safety training program.
- f. Explain your company’s policies regarding employee uniforms and submit with your bid a photograph of an employee wearing the uniform proposed for this bid.
- g. Name the person(s) to serve as your day-to-day account or project manager and submit with your bid a resume for each named individual or a description of their experience and capabilities.
- h. Explain how you would increase your staff to handle the work if awarded a contract.

**3. BENEFITS**

- a. Explain your company’s vacation time program for your workers.
- b. Explain your company’s sick time program for your workers
- c. Explain any other benefits or programs that promote stability and retention of your workers.
- d. Does your company offer holiday pay for your workers?

**4. RESOURCES**

- a. Explain your company’s reserve labor capacity to handle this project.
- b. Is your company Green Seal Certified? Which organization?
- c. Describe your Computerized Quality Assurance Program.

**5. OPERATIONAL**

- a. Provide a description of the operational procedures, processes and policies you propose to use if awarded a contract. Include a specific description of the customer services to be provided.
- b. Provide a tentative schedule and transition plan for implementation of Services, based on contract commencement on September 1, 2020. Please note any activities that occur before the actual start date that will need the assistance of the College and to what extent will that assistance be needed. In addition, what specific assistance can the College provide in the first thirty- (30) days to support the contractor in the program implementation?
- c. Is your company in transition of management or ownership?

**SECTION 10  
KILGORE COLLEGE SITES/ADDRESSES/SQUARE FOOTAGE**

<b>Building</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Area Sq. Ft*</b>	<b>Stories</b>
Anne Dean Turk Fine Arts Center	1611 S. Henderson	Kilgore	TX	75622	17,100	2+B
Automotive Body Repair Shop	1208 E. South St.	Kilgore	TX	75622	4,200	1
Bert E. Woodruff Adult Education Center	220 Henderson Blvd.	Kilgore	TX	75622	55,000	1
Bonnie Porter Business Admin Bldg.	1100 Brook Drive	Kilgore	TX	75622	24,800	2
Charles K and Lyde Devall Student Center	726 Nolen Avenue	Kilgore	TX	75622	69,000	1-2
Child Development Center	1009 Brook Drive	Kilgore	TX	75622	4,559	1-2
Cruce Stark Hall	607 Elder Street	Kilgore	TX	75622	40,678	8
Dodson Auditorium	913 Nolen Avenue	Kilgore	TX	75622	22,500	1-3
East Texas Oil Museum	1301 S. Henderson Blvd.	Kilgore	TX	75622	26,000	1
Field House	600 Harris Street	Kilgore	TX	75622	8,000	1
James M. Parks Fitness Center	701-707 Laird Street	Kilgore	TX	75622	29,000	1
M. Kenneth Whitten Applied Technology Center	900 Henderson Blvd.	Kilgore	TX	75622	49,414	2
Masters Gymnasium / Band Hall	1121-1123 Broadway Blvd.	Kilgore	TX	75622	32,000	1-2
McLaurin Administration Bldg.	1200 S. Henderson Blvd.	Kilgore	TX	75622	1,767	2
Nolen Residence (Old-Gussie Nell Davis Hall & Annex)	825 Nolen Avenue	Kilgore	TX	75622	44,500	1-2-3
Old Main Building	1111-1123 S. Henderson Blvd.	Kilgore	TX	75622	22,000	1-2+B
Old Region VII Building -TSF Temporary	816-818 East Main Street	Kilgore	TX	75622	36,422	2
Police/Fire Academy Classroom/Bathrooms	Elmer Hays Road	Kilgore	TX	75622	2,000	1
Randolph C. Watson Library / Elwyn Bone Learning Center	1208 Broadway Blvd	Kilgore	TX	75622	38,241	2
Rangerette P.E. Museum & Joe Turner P.E. Complex	1125 Broadway Blvd.	Kilgore	TX	75622	44,537	1
S.L. Canterbury Jr. Engineering and Sciences Bldg.	800 Ross	Kilgore	TX	75622	52,539	3
Music Annex (Classroom & Office)	814 E. Main Street	Kilgore	TX	75622	1,700	1
Student Success (old J/P Bldg.)	907 Ross Avenue	Kilgore	TX	75622	15,500	2
Technical Vocational Bldg.	1021 Oak Drive	Kilgore	TX	75622	20,424	2
Vocational Shop Bldgs.-School Auto Mechanics	1031 Oak Drive	Kilgore	TX	75622	20,600	1
Woman's Gym (Covin Rangerette Gym)	1111C-1123C S. Henderson Blvd.	Kilgore	TX	75622	8,000	1-2
Woodfin Center for Instructional Technology	909 Ross Avenue	Kilgore	TX	75622	5,400	1
Cosmetology	315 S. Center	Longview	TX	75601	10,600	1
Industrial Maintenance Technology Building	326 South High	Longview	TX	75601	4,000	1
Industrial Maintenance Classroom	326 S. High	Longview	TX	75601	2,000	1
Longview Center Classrooms	300 S. High	Longview	TX	75601	60,000	1
Longview North - Offices & Classrooms	209 S. Center	Longview	TX	75601	34,000	2+B
Agriculture Classrooms	2211 Hwy 135	Overton	TX	75684	4,410	1
<i>NOTE : The Following Buildings Have Different Service Requirements</i>						
Dodgen Maintenance Building ( <b>Limited Custodial</b> )	701 E. Main St.	Kilgore	TX	75622	15,400	1

Bunker House-12 Resident Dorm ( <b>No Daily Service</b> )	619 Laird Avenue	Kilgore	TX	75662	2,500	
Quad Dorm – Unit 1 ( <b>No Daily Service</b> )	1300 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 2 ( <b>No Daily Service</b> )	1302 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 3 ( <b>No Daily Service</b> )	1304 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 4 ( <b>No Daily Service</b> )	1306 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 5 ( <b>No Daily Service</b> )	1304 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 6 ( <b>No Daily Service</b> )	1306 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 7 ( <b>No Daily Service</b> )	1306 East South Street	Kilgore	TX	75662	2,000	1
Quad Dorm – Unit 8 ( <b>No Daily Service</b> )	1306 East South Street	Kilgore	TX	75662	2,000	1
Gussie Nell Davis Residence ( <b>No Custodial Service</b> )	819 Nolen	Kilgore	TX	75622	26,000	2
Machinery Building ( <b>No Custodial Service</b> )	1306 East South Street	Kilgore	TX	75662	2,000	1
East Mechanical Building #2 ( <b>No Custodial Service</b> )	1025 Oak	Kilgore	TX	75662	2,280	1
Demo Farm Manager Residence ( <b>No Custodial Service</b> )	2211 Hwy 135	Overton	TX	75684	2,850	1
Caretaker # 1 - /Residence ( <b>No Custodial Service</b> )	2211 Hwy 135	Overton	TX	75684	1,400	

\* Square Feet is estimated gross square footage of the building; cleanable square footage may vary from building to building. **It is the contractor's responsibility to calculate the cleanable square footage.**