

## MAC Baseball Field RFP

### **1. Introduction and Project History**

The final phase of the outdoor sports project that began in 2021 is the turfing of the Hal Loughary Baseball Field at the Park Hills Campus of Mineral Area College.

### **2. Scope of Project\*\***

- 44' wide cardinal head logo in centerfield
- Dirty Birds script logo behind home plate
- 20' winged foul poles (pair)
- CMU block backstop with 4 pole netting system
- Batters eye in centerfield (16' tall chain link)
- 200 flip down seats
- Baseball scoreboard to match Softball board (move to left field)
- 6' black vinyl security fence
- SOFTBALL elevated bleachers (200 flip down chairs)
- 3 new flag poles (2 for baseball, 1 for softball)
- Dugout face padding
- Baseball party porch outside RF
- Baseball sound system
- Baseball dugout two tiered benches (pair)
- Softball and baseball three-sided shade structure

Turf entire field

Field Dimensions:

330' left field

365' left center

385' center

345' right center

300' right field

\*\*Please price each item individually, it is possible the project will be broken up depending on budget.

### **3. Statement of Purpose**

To turf the existing baseball field on the campus of Mineral Area College in Park Hills, MO.

### **4. Key Dates**

August 12 – August 19, 2025 – RFP Posted on MAC website with ad in Daily Journal

August 29, 2025 – RFP questions must be submitted by 12:00 PM

September 2, 2025 – Bids due at 12:00 PM

September 2, 2025 – Bid opening on in the Van Herck Board Room at MAC 12:00 PM

September 11, 2025 – Selected vendor approved by the MAC Trustees.

March 1, 2026 – Project Complete

### 5. Pre-bid Information

Site visits are allowed at any time, potential bidders that would like to see the property must arrange for the visit through the president's office by calling 573-518-2146.



### 6. Submission Details & Requirements

Interested parties must submit five (5) copies of the proposal and one (1) digital version emailed to [jgilgour@mineralarea.edu](mailto:jgilgour@mineralarea.edu). Hardcopies can be delivered to the president's office at Mineral Area College or may be mailed to:

MAC President  
5270 Flat River Rd  
Park Hills, MO 63601

## **7. Proposal Requirements, Firm Qualifications & Experience/References**

The formal qualifications submittal shall contain the following information in the following sequence and format:

- A) Letter of Introduction/Executive Summary
- B) Signed Certification Form
- C) Firm Information:
  - Name of Firm(s)
  - Contact Person (phone, email, etc.)
  - Direct Mailing Address
  - Overview of Firm History
  - Firm Safety and Financial Strength
  - Provide a brief executive summary of the rationale describing why your firm should be selected by MAC
  - Methodology and practices to be used in managing and executing the project
- D) Firm Experience Profile and References of 3-5 most recent projects (list project scope, photos, cost information, completion date and contacts with phone number)
  - Listing of MAC projects (if applicable)
  - Listing of Education Projects
  - Listing of Sports Field/Complex projects
- E) Firm Personnel Profile
  - Experience and Credentials
  - Manager of Services to be assigned to the Project(s)
  - Support Personnel Overview
- F) Specify and be prepared to show proof of the level and type(s) of insurance carried to cover errors and omissions, improper judgement, or negligence.
- G) Felony Conviction Notification Form
- H) Federal Work Authorization Program (E-Verify) Addendum
- I) Federal Work Authorization Program Affidavit

## **8. Firm Approach, Scope, Timeline, and Pricing**

All proposals must detail all costs in a line-item format. The college has the right to reduce the items to fit budget needs. All costs and fees must be built into the proposal. A proposed schedule that fits the timeline presented in this RFP must be included. Alterations to the timeline may be considered within reason.

## **APPENDIX A**

### **GENERAL CONDITIONS – RESPONSES AND SUBSEQUENT CONTRACTS**

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts

#### **1) DEFINITIONS AS USED HERIN**

- a. The term “request for qualification” or RFQ means a solicitation of a formal and sealed qualification.
- b. The term “respondent” or “firm” means the person or entity submitting a formal sealed qualification.
- c. The term “College” means Mineral Area College.
- d. The term “Trustees” means the governing body of the College.
- e. The term “Contractor” means the respondent awarded a contract under this RFQ/RFP Two-Step Process.

#### **2) COMPLETING THE PROPOSAL**

All information must be legible. Any and all corrections and/or erasures must be initialed – including any deviations or modifications to the matrix. Any deviations and/or modifications to the fee matrix that are not clearly indicated shall be grounds for dismissal from the selection process. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications and proposals submitted by the successful respondent will become part of any contract award as a result of this solicitation.

#### **3) REQUEST FOR INFORMATION**

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the College in the form of an addendum addressed to all prospective respondents. Verbal responses and/or representations shall not be binding on the College.

#### **4) CONFIDENTIALITY OF QUALIFICATION INFORMATION**

To the extent permitted by the Missouri Sunshine Law, all proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of the College and will be part of the public record.

#### **5) SUBMITTAL OF QUALIFICATIONS**

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time all proposals received will be formally opened. The

opening will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline.

**6) NEGOTIATION**

The College reserves the right to negotiate any and all elements of this RFQ/RFP. The College will attempt to negotiate and contract for services described in this solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

**7) TERMINATION**

Subject to the provisions below, any contract derived from this RFQ/RFP may be terminated by the College upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the College until said work or services are completed and accepted.

a. TERMINATION FOR CONVEINENCE

In the event that the contract is terminated or cancelled upon request and for the convenience of the College, without the required thirty (30) days advance written notice, then the College shall negotiate reasonable termination costs, if applicable.

b. TERMINATION FOR CAUSE

Termination by the College for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. TERMINATION DUE TO UNAVAILILTY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**8) TAX EXEMPTION**

The College and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished with the State of Missouri.

**9) SAFETY**

All practices, materials, supplies, and equipment of Contractor, its subcontractors and suppliers shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

**10) RIGHTS RESERVED**

The College reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the proposal deemed to be most advantageous to the College. The College reserves the right to use the services of multiple firms.

**11) RESPONDENT PROHIBITED**

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFQ/RFP or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the College.

**12) DISCLAIMER OF LIABILITY**

The College, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

**13) HOLD HARMLESS; CONTRACTOR LIABILITY**

The Contractor shall agree to protect, defend, indemnify, and hold the Trustees, the College, its officer, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the Contractor, its agents, employees or representatives in the performance of the Contractor's duties under any agreement resulting from award of this RFQ/RFP. There shall be no cap or limitation on Contractor's liability.

**14) LAW GOVERNING**

All contractual agreements shall be subject to, governed by, and construed according to the laws of this State of Missouri.

**15) ANTI-DISCRIMINATION CLAUSE**

No respondent of this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

**16) CONFLICT OF INTEREST**

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of this College and no member of the Trustees shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the contract no person having such interest shall be employed to work on this project.

**17) INSURANCE**

The Contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PERFORMANCE AND PAYMENT BONDS

Contractor shall provide payment and performance bonds in 100% of the contract amount

Before entering into contract, the successful respondent shall furnish to the College a Certificate of Insurance verifying all of the foregoing coverage and identifying the College as an “additional insured” on both the general liability and automobile policies. This inclusion shall not make the College a partner or joint venture with the contract respondent in its operations hereunder.

Prior to any material change or cancellation, the College will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the College will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed ten percent (10%) of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the College, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Mineral Area College,

5270 Flat River Rd, Park Hills, MO 63601

**18) COSTS**

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All costs incurred in the preparation of the proposal to this RFQ/RFP Process shall be the sole responsibility of the respondent.

- 19) ANTIDISCRIMINATION AGAINST ISRAEL Contractor shall provide the certification required by RSMo. 34.600.



## **APPENDIX B**

### **CONSTRUCTION MANAGER INSURANCE REQUIREMENTS**

Construction Manager shall, unless otherwise approved in writing by Owner, obtain and maintain throughout the duration of this Agreement (or as otherwise specified) insurance written through a company duly authorized to conduct business in the State of Missouri and with a A.M. Best Rating of A-, financial size IX or higher and of the types and in the amounts described below.

1. **Commercial General Liability Insurance.** Commercial general liability (“CGL”) in the amount of \$2,000,000 each occurrence/ \$2,000,000 aggregate. If such CGL insurance contains a general aggregate limit, the policy shall be endorsed so that the aggregate limit applies separately to each Project authorized hereunder.
  - a. CGL insurance shall cover liability arising from premises, operations, independent contractor, products-completed operations and personal injury and advertising liability and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - b. Owner shall be named as an additional insured under the CGL, using an ISO CG 20 10 endorsement or equivalent (and for any correction period after construction is complete, the endorsement shall be CG 20 37 or equivalent). This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, Owner.
2. **Business Auto Liability Insurance.** Business auto liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
3. **Workers Compensation Insurance.** Workers' compensation and employer's liability insurance.
  - a. The employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and each employee for bodily injury by disease.
  - b. The alternate employer endorsement shall be attached showing Owner in the schedule as the alternate employer.
  - c. Worker’s compensation limits shall not be less than the statutory limits.
4. **Errors and Omissions Insurance (Professional Liability).** Errors and omissions insurance covering Construction Management Services contemplated under the Agreement with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate. If such insurance is maintained on a per claims basis, the limit shall be \$1,000,000 per claim with a \$2,000,000 annual aggregate. Such insurance shall cover all services provided by Construction Manager hereunder. Owner may on a project-by-project basis request the Construction Manager to provide a “project policy” with a five-year

“extended reporting period” endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Construction Manager’s services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.

5. Excess Umbrella Insurance. Excess umbrella liability insurance with a limit of not less than \$2,000,000 in excess of the above employers liability, automobile and commercial general liability policies and shall follow form of the underlying commercial general liability policy(ies).
6. If the policies require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Construction Manager shall cause such policies to be so endorsed.
7. By requiring the insurance as set out herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Construction Manager, and such coverage and limits shall not be deemed as a limitation on Construction Manager’s liability under the indemnities provided to Owner in this Agreement, or any other provision of the Contract Documents.
8. Prior to commencing the work, Construction Manager shall furnish Owner with a certificate(s) of evidence of insurance (ACORD Form 25 or equivalent), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
  - a. All certificates shall provide for thirty (30) days’ written notice to Owner prior to the cancellation or material change of any insurance referred to therein and if not, Construction Manager itself shall be required to timely deliver such notice to Owner.
  - b. Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Manager’s obligation to maintain such insurance.
9. Owner shall have the right, but not the obligation, to prohibit Construction Manager from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.
10. Failure to maintain the insurance required in this Section may result in termination of this Agreement at Owner’s option. Owner may, but is not obligated to, obtain any insurance required hereunder and not maintained by the Construction Manager and charge the cost thereof to Construction Manager.

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- 11.** With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner when requested.
- 12.** Construction Manager shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.
- 13.** Construction Manager shall include the above requirements for types of insurance requirements in all of its subcontracts, if any. Limit amounts for subcontractors may be less than those set forth above, upon written agreement of Owner. Construction Manager shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance. In addition, all subcontracts shall include a similar indemnification of Owner as provided in this Agreement.
- 14.** Owner reserves the right to request Construction Manager to obtain additional insurance and limits on individual Projects authorized hereunder. Construction Manager shall endeavor to obtain such insurance as soon as possible after such request and advise Owner if the Construction Manager will be required to pay any additional premium. If so, the Owner shall pay such additional premium in excess of the premium for the above insurance. If Construction Manager cannot obtain such additional insurance, Owner may terminate this Agreement in full or in part upon notice to Construction Manager.

## **APPENDIX C**

### **ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

**Company** - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

**Boycott Israel and Boycott of the State of Israel** - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

**Certification:** The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- BOX A:** To be completed by a Contractor that does not meet the definition of “company” above, hereinafter referred to as “Non-Company.”
- BOX B:** To be completed by a Contractor that meets the definition of “Company” but has less than ten employees.
- BOX C:** To be completed by a Contractor that meets the definition of “Company” and has ten or more employees.

#### **BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Client at that time.

\_\_\_\_\_  
Authorized Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative’s  
Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

#### **BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Client at that time.

\_\_\_\_\_  
Authorized Representative’s Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative’s  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date