
COMPETITIVE SEALED PROPOSAL (CSP)



East Texas Police Academy Building Renovations

CSP No. 2021-ETPA002

Prepared By:
Betsy Hansard
Procurement Services Manager
Kilgore College
1100 Broadway
Kilgore, TX 75662

bhansard@kilgore.edu

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

COMPETITIVE SEALED PROPOSALS
CSP #2021-ETPA002
Kilgore College

Procurement Services
1100 Broadway, Kilgore, Texas 75662
Phone: 903-983-8105

Project Description: Kilgore College is accepting Proposals in response to this request for Competitive Sealed Proposals.

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	October 3 rd , 2021
Open for Proposals	October 11 th , 2021
Pre-Proposal meeting/tour	October 19 th , 2021 2:00 pm
Questions Deadline	October 26 th , 2:00 pm
Close to Proposals	November 9 th , 2021, 2:00 pm
Contract Awarded	December 14 th , 2021
Contract Start Date	December 15 th , 2021

COMPETITIVE SEALED PROPOSALS

A. Sealed Proposals for East Texas Police Academy (ETPA) classroom building renovations will be received until:

1. Bid Close Date: Tuesday, November 9, 2021
2. Bid Close Time: 2pm CST
3. Mailing Location:
Kilgore College Procurement Services
Attn: Betsy Hansard
1100 Broadway
Kilgore, Texas 75662
4. Physical Location:
Kilgore College Receiving Building
Attn: Betsy Hansard
108 Choice Street
Kilgore, Texas 75662

Proposals must be enclosed in a sealed envelope (box or container) addressed to the location/person above and clearly identify the submittal deadline, the CSP number, and name and return address of the proposer. Documents received after the deadline indicated herein will not be considered. The College reserves the right to accept or reject any informality, or cancel this CSP for any reason at any time. The College will not accept Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail). Selected vendor will be required to submit Form 1295 through the Texas Ethics Commission (TEC).

B. Project Identification and Location: East Texas Police Academy Classroom Building, 1810 CR 174E, Kilgore, TX 75662

C. Owner: Kilgore College, 1100 Broadway, Kilgore, TX 75662

D. Project Description: Work includes interior demolition and new finish-out of rooms in existing building (ETPA Classroom Building). Proposers must submit proposals for each option included in Attachment A. Kilgore College desires work to begin no later than December 15, 2021 with a required completion date of March 1, 2022. This project is being funded by a donor with a defined budget range.

CONTRACT

Proposals will be based on a lump sum contract and evaluation of selection criteria. Actual contract will be negotiated with the selected proposer to fit budget constraints and may not include all items of work listed below.

CONTRACT DOCUMENTS

A. Drawings are included in this CSP as Attachment A. There are two options under consideration and proposers must submit a line item cost proposal for each option.

Option A includes:

- Renovations to and expansion of the restroom facilities
- Enclosing of an existing covered area and installation of noted doors/window
- Creation of a new office space to include HVAC and electrical upgrades
- Installation of floor coverings/coatings
- Painting of the entire interior space

Option B includes:

- Renovations to and expansion of the restroom facilities
- Creation of a new office space to include HVAC and electrical upgrades
- Extension of covered parking area
- Installation of floor coverings/coatings
- Painting of the entire interior space

In addition to the cost proposal for the above options, proposer must submit a cost proposal for replacing the entire metal exterior façade.

B. Competitive Sealed Proposal Advertisement and any issued addenda can be found on the Kilgore College Procurement Services website, <https://www.kilgore.edu/about/offices/procurement-services>.

SELECTION CRITERIA

A. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner based on the following weighted selection criteria:

1. The proposer's proposed cost for services - 45%
2. Qualifications and reputation of the proposer - 35%
3. The proposer's past relationship with the College and/or design team - 10%
4. Specific experience in the scope of the proposed project - 10%

B. Proposer to submit four (4) copies of proposal and one (1) original. The proposer should provide a response to items 1-4 of Selection Criteria. This information should be included in the proposal.

C. Kilgore College will select the proposal that offers the best value for the College based on the above-published selection criteria and on its ranking evaluation. By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of the Proposal Evaluation Process, and (2) Proposer's recognition that some subjective judgments must be made by Owner during this process. In determining best value for the College, the College is not restricted to considering price alone, but may consider any other factors stated in the selection criteria. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any offeror to this solicitation and no such representation is intended or should be construed by the issuance of this solicitation. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by Owner.

BOARD OF TRUSTEES AWARD

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

PROJECT MANAGEMENT

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

PRE-BID CONFERENCE AND TOUR

A. While not mandatory, a pre-bid conference and tour is scheduled for October 19, 2021 at 2:00p.m.; ETPA Classroom Building 1810 CR 174E, Kilgore, TX 75662

B. There will be registration at the pre-bid conference and guided tour of the site. The pre-bid conference will allow all proposers an opportunity to ask representatives relevant questions and clarify provisions of this Bid.

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

Further questions must be submitted, by email, until the deadline for questions of Tuesday, October 26, by 2pm. Questions will be answered by the appropriate individual(s) within 3 business days.

ADDENDA

It is Proposer's responsibility to make sure they have obtained all addenda prior to submitting a bid.

Addenda, if any, will be posted on Owner's website at

<https://www.kilgore.edu/about/offices/procurement-services>. An Addenda Checklist form is included as Appendix B and must be completed and submitted with the proposal.

TIME OF COMPLETION

Proposers shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

PROPOSER'S QUALIFICATIONS

Proposers must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

CLARIFICATIONS AND INTERPRETATIONS

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

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

CONFIDENTIALITY OF DOCUMENTS

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

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

NON-DISCRIMINATION CLAUSE

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

PRICING AND PAYMENT DISBURSEMENTS/DRAW

A detailed list of any and all expected costs or expenses should be explained in the Cost Proposal.

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

The proposal submitted by Proposers should include a schedule of disbursements/draws required. Invoices for each disbursement/draw must be submitted for payment.

GUARANTEE. SERVICES CONTRACTS AND WARRANTIES

The successful Proposer will be required to guarantee under a Full-System Warranty that all work shall remain free of defects for one (1) full year after project completion. A Full-System Warranty should

include labor, workmanship, and full cost of construction. Project specifications may require further system warranties.

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

CONFLICT OF INTEREST CLAUSE

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

BREACH

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

INSURANCE INFORMATION

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

TYPE OF COVERAGE	LIMITS OF LIABILITY
1) Worker's Compensation (part a)	Statutory
2) Employers liability	\$ 1,000,000 each occurrence
3) Commercial General Liability*	
(a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
(b) Property Damage	\$1,000,000 each occurrence \$1,000,000 Aggregate
4) Comprehensive Vehicle Liability	
(a) Bodily Injury	\$1,000,000 Each person \$1,000,000 Each occurrence
(b) Property Damage	\$1,000,000 Each occurrence

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

CERTIFICATE OF INSURANCE

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

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

INDEMNIFICATION

To the fullest extent permitted by law, contractor will and does hereby agree to indemnify, protect, defend with counsel approved by kc, and hold harmless kc, and their respective affiliated enterprises, board of trustees, officers, directors, attorneys, employees, representatives and agents (collectively "indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable Attorneys' fees and costs incurred in investigating, defending or settling any of the foregoing (collectively "claims") by any person or entity, arising out of, caused by, or resulting from contractor's performance under or breach of this agreement and that are caused in whole or in part by any malpractice, negligent act, negligent omission or willful misconduct of contractor, anyone directly employed by contractor or anyone for whose acts contractor may be liable. The provisions of this section will not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity.

FORCE MAJEURE

The performance of either party's obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

ISRAEL

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

EXECUTION OF OFFER

Proposer must complete, sign and return the attached Execution of Offer (Appendix C) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind

the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by KC, in its sole discretion.

CSP Number 2021-ETPA002
Kilgore College
Dr. Brenda Kays, President

APPENDIX A

Appendix A consists of two floorplans. One is labeled as Option A and the other as Option B.

APPENDIX B
ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: Kilgore College
Ref.: ETPA Classroom Building Renovation
CSP No.: CSP 2021-ETPA002

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

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

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

If no Addenda's available initial here. _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX C
EXECUTION OF OFFER

By signature hereon, Proposer offers and agrees to furnish to Kilgore College the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the CSP documents and contained herein.

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

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

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

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

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

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

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

Proposer: _____ EIN No: _____

Address: _____

Telephone: _____ Email: _____

Office Name & Title (printed) _____

Officer Signature: _____ Date: _____