

**ANNOUNCEMENT - REQUEST FOR QUALIFICATIONS
KILGORE COLLEGE RFQ-2022CDLBuild03
DESIGN-BUILD**

The Kilgore College Board of Trustees has authorized College Administration to construct a Transportation Training Institute on property leased from the Kilgore Economic Development Corporation (KEDC) on FM 349, Kilgore, TX 75662 (land adjacent to and immediately to the east of the Texas Department of Public Safety CDL Testing facility located at 4831 FM 349). The overall area will consist of a CDL drive track, two metal buildings and metal awnings. While the College will issue a separate Invitation for Bids (IFB) for the construction of the drive track and student parking lot, a Design-Build procurement process consisting of a Request for Qualifications (RFQ) followed by a Request for Proposals (RFP) will be utilized to select a contractor to develop, design, and construct the following:

1. A classroom/office building to be approximately 2,300 sq. ft. that contains two classrooms, two offices, and two single person restrooms. Structure will be a metal building on slab.
2. A 30' x 30' metal warehouse-type facility.
3. Awnings for tractor-trailer rig parking.

Kilgore College is seeking qualifications statements and resumes from entities interested in providing the above-described design build services. Contractors may submit responses for both the IFB and the Design Build RFQ. Interested firms must submit their information to:

Mailing Location:

Kilgore College Procurement Services
Attn: Betsy Hansard
1100 Broadway
Kilgore, Texas 75662

Physical Location:

Kilgore College Receiving Building
Attn: Betsy Hansard
108 Choice Street
Kilgore, Texas 75662

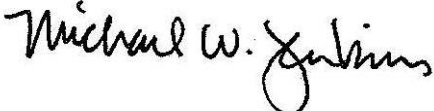
No digital submissions will be accepted. The information received will evaluate the entities' desire, capabilities, and experience in providing similar services. The College may ask responders to supplement the written information with interactive communication by scheduling follow-up interviews or presentations.

Issuance of this RFQ does not commit Kilgore College to award a contract or pay any costs incurred associated with preparing responses to this RFQ. Responders shall be responsible for all associated costs incurred in preparing their qualifications package and participation in the process.

The RFQ will be available online at <https://www.kilgore.edu/about/offices/procurement-services>, under the Request for Proposals tab.

Please direct any questions to Jeff Williams, jewilliams@kilgore.edu

Sincerely,



Mike Jenkins, Executive Vice President
Enclosures: Request for Qualifications

REQUEST FOR QUALIFICATIONS (RFQ)



Design-Build Facilities for
the KC Transportation Institute
RFQ No. 2022CDLBuild03

Prepared By:
Mike Jenkins
Executive Vice President
Kilgore College
1100 Broadway
Kilgore, TX 75662

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

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Summary Schedule

A detailed schedule for this project is provided in Section II.

RFQ Released – March 12, 2023

Questions about RFQ - due by 2:00 PM March 27, 2023; answered by 5:00 PM March 30, 2023.

Qualifications Submittal Due - 2:00 PM April 6, 2023; opened on April 6, 2023.

Review/Select/Short-list – April 7, 2023 - April 21, 2023

Recommendation to Kilgore College Board of Trustees - TBD

SECTION I - INSTRUCTIONS TO PROPOSERS

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter G, it is the intention of Kilgore College to select, via a One-Step, Request for Qualifications (RFQ), selection process for Design-Build Services for the project described in the table in Section II. For the purposes of this document, Kilgore College may be referred to as "**The College or the Owner.**"

This Request for Qualifications (RFQ) No. 2022CDLBuild03 contains information and instructions to enable interested Respondents to prepare and submit a Qualifications Proposal, as well as information on the College's selection process.

1. **PRE-RESPONSE QUESTIONS.** All questions regarding clarification or interpretation of the RFQ must be submitted in writing by Interested Parties, and must be received by the College before **2:00 P.M., March 27, 2023**. No questions will be addressed unless provided in writing. The College will provide written responses to any questions received by posting answers to the questions online on the College's website. Answers will be posted online by **5:00 P.M., March 30, 2023**. To receive an email when information (answers to questions, any relevant addenda, etc.) is posted online, please send an email with your contact information to Jeff Williams at the email address below. All correspondence pertaining to this RFQ should be addressed to:

Jeff Williams
Kilgore College
1100 Broadway Blvd.
Kilgore, TX 75662
Email: jewilliams@kilgore.edu

All correspondence to Jeff Williams about this RFQ should reference "RFQ-2022CDLBuild03 for Design- Build Services" in the subject line or on the front page.

2. **SUBMISSION OF PROPOSAL RESPONSES.**
 - 2.1. Submission.
 - 2.1.1. The Qualifications Submittal responses shall be returned in an envelope or package marked on the outside with the Submitter's name, address, and proposal information listed below. No digital submissions will be accepted.
 - 2.1.2. Qualifications Submittal responses must be returned in sufficient time so as to be received and time stamped by the College on or before the time and date shown on this RFQ. It is the sole responsibility of the Submitter to ensure timely delivery of the Qualifications response.
 - 2.1.3. Receipt of any Addenda must be acknowledged by signing in the

space provided on the Checklist Form to be enclosed with the Submitter's response. The form is provided as Attachment 'F'.

2.1.4. Your Qualifications Submittal package shall include: one (1) original and five (5) hard copies, one (1) electronic copy (preferably on a flash drive), and one (1) separate hard copy of the Submitter's Financial Information (Financial Information should not be included in the electronic copy). The package should be plainly marked: Qualifications Submittal for Design-Build Services RFQ-2022CDLBuild03.

2.2. Closing Time.

2.2.1. All Qualifications Submittal responses must be delivered to Kilgore College Procurement Services no later than the time and date listed below.

Time/Date: Submissions received until **2:00 P.M., April 6, 2023.**

Deliver proposals to:

Mailing Location:
Kilgore College Procurement Services
Attn: Betsy Hansard
1100 Broadway
Kilgore, Texas 75662

Physical Location:
Kilgore College Receiving Building
Attn: Betsy Hansard
108 Choice Street
Kilgore, Texas 75662

2.2.2. Qualification responses received after the published time and date shall not be considered.

3. REQUIRED SUBMITTAL CONTENTS. The College has established guidelines to facilitate review and evaluation of each Submitter's response. The Submitter will include and organize their response in accordance with the following:

3.1 Number of Qualifications Submittal Responses. **Submit one (1) original and five (5) hard copies, plus one (1) electronic copy (preferably on a flash drive), each without Section III. Item 2. Confidential Financial Information. Submit one (1) copy of response to Section III. Item 2. Confidential Financial Information in a separately sealed envelope clearly marked with the same information as Section 2.1.4. above.**

3.2 Order of Response Information

3.2.1 Cover Letter- One (1) page

3.2.2 Questionnaire Response

3.2.3 Certification Form

3.3 Each Submitter shall furnish the information required by this RFQ and in the order required. The person signing the Qualification Certification Form must

be a person authorized by the proposing firm to sign the proposal and bind the firm thereto.

4. DESIGN-BUILDER SELECTION.

- 4.1. Upon receipt, the College will review the RFQ responses, conduct interviews if deemed appropriate, and make recommendations to the College President.
- 4.2. Selection Process
 - 4.2.1. THIS IS A NEGOTIATED PROCUREMENT, and as such, award will not necessarily be made to the Firm submitting the lowest fee/cost Submission.
 - 4.2.2. **The College will evaluate all qualifications on the basis of seven (7) selection criteria listed below.**
 - 4.2.3 Each item will be rated by assigning a point value between 1 (not acceptable/poor) and 10 (excellent). Each of the point values will then be multiplied by the weighted value to produce a score for that criterion. The College reserves the right to conduct interviews with as many firms as they deem necessary.
- 4.3. Evaluation.
 - 4.3.1. The Design-Build Team will be selected via the one-step evaluation process, pursuant to Texas Government Code Chapter 2269.
 - 4.3.2. Upon receipt of Qualifications Submittals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:
 - Area 1 (05%): Organization**
 - Area 2 (10%): Experience**
 - Area 3 (05%): Financial Strength**
 - Area 4 (50%): Past Performance of the Design-Builder**
 - Area 5 (10%): Proposed Personnel and Management Team**
 - Area 6 (05%): Reputation**
 - Area 7 (15%): Job Safety**
 - 4.3.3. The College reserves the right to conduct interviews or other additional evaluation processes that are deemed necessary by the College to assist in a complete and thorough evaluation of the proposals.
 - 4.3.4. An administrative recommendation (based on "Best Value") will be made to the College President based on the Firm receiving the highest evaluation score.
 - 4.3.5. It is the College's intent to award this project to a single firm. However, if the College finds that it is in their best interest to award the work to multiple firms, the College reserves the right to do so and how to

subdivide the work to more than one firm.

5. RESERVATIONS.

The College has the right to:

- 5.1. Waive any minor informality in any Selection procedure.
- 5.2. Reject or cancel any or all Qualification responses.
- 5.3. Extend the Submittal opening time and date.
- 5.4. Reissue a new Request for Qualifications.
- 5.5. Consider and accept any Proposal response that is considered in the best interest of the College.
- 5.6. The College may make an award without discussion with any Respondent, after Qualifications Submittal responses are received and evaluated.
- 5.7. Open Records Requirement- All documents submitted as part of the Design - Builders Submission response will be deemed confidential during the evaluation process. Design-Build Builder Submission will not be available for review by anyone other than the College Staff or its' designated agents. Following award of contract, all submissions become public documents and are available for public viewing upon written request to the College except where submission information is considered to be confidential or a trade secret belonging to Submitter. All information is subject to the Texas Public Information Act.

6. THE CONTRACT.

- 6.1 The Kilgore College Board of Trustees will approve entering into a contract for this project prior to the execution of said contract.

SECTION II - PROJECT SCOPE and INFORMATION

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter G, it is the intention of Kilgore College to select, via a One-Step Method, Request for Qualifications (RFQ), for Design-Build Services for the construction of:

1. A classroom/office building to be approximately 2,300 sq. ft. that contains two classrooms, two offices, and two single person restrooms.
2. A 30' x 30' metal warehouse-type facility.
3. Awnings for tractor-trailer rig parking.

Intention is to begin Design/Preconstruction portion of Design-Build Services immediately upon execution of Design-Build Agreement.

SELECTION SCHEDULE

RFQ Released – March 12, 2023

The Request for Qualifications is released to the public for potential Design-Build firms.

Questions about RFQ - due by 2:00 PM March 27, 2023; answered by 5:00 PM March 30, 2023. *The College's representative, Jeff Williams, will receive written questions about the RFQ until 2:00 PM on March 27, 2023. Answers will be posted online by 5:00 PM on March 30, 2023.*

Qualifications Submittal Due - 2:00 PM April 6, 2023; opened on April 6, 2023.

*The College shall receive, publicly open, and read aloud the names of the offerors in accordance with Texas Government Code, Chapter 2269, Subchapter G. The reading of respondents will occur at approximately 2:05 PM on April 6 at the Kilgore College Procurement Services Office, 108 Choice Street, Kilgore, TX 75662. **(Please submit six (6) hard copies and one electronic copy.)***

Review/Select/Short-list – April 7, 2023 - April 21, 2023

The College's Review Committee shall review all Design-Build submittals. In accordance with Texas Government Code, Chapter 2269, Subchapter G, the College may request that three or fewer Submitters, selected solely on the basis of qualifications, be available for interviews.

Recommendation to Kilgore College Board of Trustees - TBD

The College's Review Committee will make its evaluation and ranking recommendation to the Kilgore College Board of Trustees.

Submissions are to include the information requested in the attached Questionnaire in the sequence and format prescribed. Failure to do so will result in reduction of points or disqualification.

Contact with the College during the Submission Process. Submitters are not permitted to contact any Board of Trustee member, officer, or employee of the College during the Submission Process (with the exception of Jeff Williams). No gratuities of any kind will be accepted, including meals, gifts, or trips. **Violation of these conditions will subject Submitter to immediate disqualification.**

SECTION III - QUESTIONNAIRE

RFQ submittals are to include the information requested in this questionnaire in the sequence and format prescribed. Failure to respond in this sequence and format will result in reduction of points or disqualification.

Supplemental materials providing additional information may be attached if limited to three (3) pages.

1. Organization

- 1.1 Name of Firm:
Address of Principal Office:
Telephone and Fax:
Form of Business Organization (corporation, partnership, individual, joint venture, other?):
Year Founded:
Primary Individual to Contact:
- 1.2 How many years has your organization been in business in its current capacity?
- 1.3 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- 1.4 If your organization is a corporation, answer the following: date of incorporation, State of incorporation, president's name, vice president's name(s), secretary's name, treasurer's name.
- 1.5 If your organization is a partnership, answer the following: date of organization formation, type of partnership (if applicable), name(s) of general partner(s).
- 1.6 If your organization is individually owned, answer the following: date of organization formation, name of owner.
- 1.7 If the form of your organization is other than those listed above, describe it and name the principals.
- 1.8 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
- 1.9 List jurisdictions in which your organization's partnership or trade name is filed.

2. Experience of the Design-Builder

- 2.1 Work over the last five years: List each of the last 5 projects constructed by your organization (omit no projects).
- 2.2 What percentage of your work in the last five (5) years has been facility construction for a public/governmental entity?
- 2.3 What percentage of your work for the past ten (10) years has been for repeat clients? Please break down between commercial and public clients.
- 2.4 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors?

- 2.5 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 2.6 Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - 2.6.1 Has your organization ever failed to complete any work awarded?
 - 2.6.2 Are there any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
- 2.7 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
- 2.8 Please provide examples of work that your firm considers to be exceptional. Also, list the project and the owner's contact person and telephone number.
- 2.9 List five (5) projects where your firm, as a Design-Builder, has had input in building design and has demonstrated leadership, innovation, and technical expertise. Give examples of your input.

3. Financial Strength (please include only one (1) hard copy of this information in a sealed envelope marked "Confidential" in accordance with section 2.1.4 in Part I above)

- 3.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - * Noncurrent assets (e.g., net fixed assets, other assets).
 - * Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - * Non-current liabilities (e.g., notes payable).
 - * Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
- 3.2 Name and address of firm preparing attached financial statement and date thereof.
- 3.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- 3.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 3.5 Provide name, address and telephone number of your financial institution.
- 3.6 Surety: Name of bonding company and name and address of agent. Performance and Payment Bonds for 100% of the construction cost will be required upon submission of the guaranteed maximum price (GMP).

- 3.7 Bonding Capacity: Provide total bonding capacity, and list current capacity obligated.

4. Past Performance of the Design-Builder

- 4.1 Describe your organization's concepts for working in a team relationship with the College during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phase. It is possible that the GMP may be requested prior to completion of construction documents. Is this acceptable to you?
- 4.2 Design-Builder's Fee: Please describe your organization's methodology in developing its Fee.
- 4.3 General Condition Cost: Please describe your organization's methodology in developing General Conditions cost.
- 4.4 Savings: Describe your organization's concept and reasoning for the disbursement of savings realized during construction.
- 4.5 Contingencies: Describe your organization's concept for cost contingencies during design and during construction. What is your organization's concept for the disposition of contingency funds after the completion of the project?
- 4.6 Cost Information: Your firm would be required to make all cost information during design and construction available to the College. Describe how this information would be furnished and how the College would be assured that it is complete and accurate.
- 4.7 Please provide examples of pre-construction services provided in past projects and the results of those services. Also, list the project and project contact and telephone number.
- 4.8 Provide five (5) examples of your input and ideas during the design phase of projects that has resulted in:
- Reduced maintenance and/or operating costs, and/or
 - Reduced construction cost, and/or resulted in a better facility.
- 4.9 List five (5) project examples where your firm has provided cost saving ideas after establishment of the GMP and your ideas and efforts have resulted in decreasing the cost of construction and/or shortening of the construction schedule. Provide details.
- 4.10 Describe your firm's warranty program, in particular, staffing, reporting, follow-up procedures.
- 4.11 What is your record and philosophy on Change Orders?

5. Proposed Personnel and Management Team

- 5.1 Are the Design-Builders' personnel experienced in similar projects?
- 5.2 Have the proposed personnel demonstrated the ability to achieve quality work?
- 5.3 Given the scope and schedule of the project, identify the specific Job Superintendent, Assistant Job Superintendent, Project Manager, Assistant Project manager, Estimator and Field Operations personnel who would work on the project. Provide a resume and references for each individual. Prior to contracting with a Design-Build firm, the College, should they choose, will interview the Project Manager/Job Superintendent who will be assigned to

the project(s). The Project Manager/Project Superintendent will be required to remain on the project through final completion unless the College directs for any personnel to be removed. The Design-Builder may request that a Project Superintendent or a Project Manager be removed from the project only with the approval of the College.

6. Reputation

- 6.1 Demonstrate examples of the Design-Builder "Team Player" relationship and how any adversarial situation during construction was remedied.
- 6.2 Have past clients expressed a willingness to work with your firm again?
- 6.3 For six of the ten projects listed above (*reference item 2.1*), identify a representative of the owner and a representative of the architect (provide name, telephone/fax numbers) whom we could contact as references regarding your organization's services. References should include owners of projects of comparable scope.
- 6.4 Claims and suits. (If the answer to any of the questions below is yes, please attach details.)
 - a. Has your organization ever failed to complete any work awarded?
 - b. Have there been any judgments, claims, arbitration proceedings or suits against your organization or its officers relating to work completed in the last ten (10) years?
 - c. Has your organization filed any lawsuits or requested arbitration with regard to construction projects within the last five (5) years?

7. Uniqueness

What do you feel is unique about your firm's contribution to the College's building program?

8. Job Safety

- 8.1 How does your firm propose to maintain a safe working environment around a busy site?
- 8.2 Has your firm had any major accidents in the past ten years? Deaths, Workers Comp claims, etc. If yes, please explain processes put in place to prevent similar incidents.

End of Questionnaire

ATTACHMENT 'A'

Pre-Design

Conduct a "Needs Assessment" to determine overall project scope.
Develop a comprehensive program and phasing plan to meet design/construction requirements.
Complete constructability review.
Establish Project Goals and Priorities with the College.
Establish and/or confirm overall budgets with the College.
Establish procedures for decision-making, review, etc.
Develop an Overall Management Plan and CPM Scheduling Plan of critical design and construction dates in order to accomplish the stated objectives.
Develop, implement, and monitor cost model for continuous budget control.
Prepare Design Change Order control system for elected modifications.
Complete phase cost estimate.

Schematic Design

Prepare Conceptual Estimate from design sketches. Hold Technical Review Sessions with the College.
Consult with the College on means and methods of construction.
Review Schematic Design documents and report on the following items:

- Analyze the potential for use of systems components.
- Submit to the College any special input relative to time and cost control of the plan.
- Prepare "Cost Evaluation" Studies relative to value engineering.

Generate a Critical Data Schedule.
Prepare a professional construction CPM network for the issuance of Proposal Packages.
Complete phase cost estimate.

Design Development

Review the Design Development documents with the College. Revise and update the Critical Data Schedule sheet.
Develop and arrange Pre-bid Packages.
Prepare a site use study to be used for allocation of space for construction storage, lay-down areas, parking and temporary facilities.
Prepare a Cash Flow Analysis for both the design and construction phases.
Complete constructability review.
Prepare a detailed estimate based on available design drawings in a CSI or Subcontractor bid format.

Construction Documents

Complete phase cost estimate in the CSI format at 50% and 95%.
Complete constructability review at 50% and 95%.
Review the drawings and project manual relative to the bid packages and notify the College of inconsistencies.
Develop Bid Package requirements, phasing, work restrictions.
Publish advertisement for proposals. Schedule and conduct Pre-bid conferences.
Update Project Budget and Schedule consistent with final construction documents.

Proposals & Negotiations

Distribute documents to plan rooms, subcontractors, and suppliers.

Solicit bids from subcontractor and suppliers.

Negotiate with subcontractors as necessary to meet the current budget.

Compile list of subcontractors and suppliers to form Guaranteed Maximum Price.

Scope and execute contracts with selected subcontractors and suppliers.

ATTACHMENT 'B'

**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST,
ANTI-LOBBYING**

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, any representative of Kilgore College between response submission date and award by the College.
3. No officer or stockholder of Respondent is a member of the staff or related to any employee of Kilgore College except as noted below:

The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing on its behalf.

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

ATTACHMENT 'C'
CONTRACTOR REQUIREMENTS

GUARANTEE. SERVICES CONTRACTS AND WARRANTIES

The successful contractor 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.

Selected contractor will be required to submit Form 1295 through the Texas Ethics Commission (TEC).

BREACH

Should the contractor 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

- Contractor 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 Owner 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 contractor 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 Owner.
- Minimum insurance coverage to be provided by contractor:

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 |
| | (a) | Property Damage | \$1,000,000 each occurrence |

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

CERTIFICATE OF INSURANCE

The contractor 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 contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the College.

The contractor shall require each and every subcontractor performing work under the contract to maintain the same coverages required of the contractor 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.

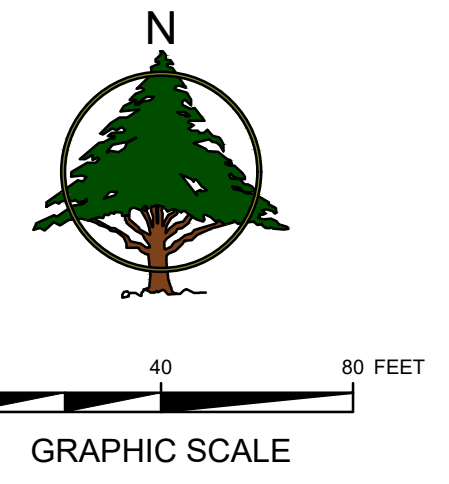
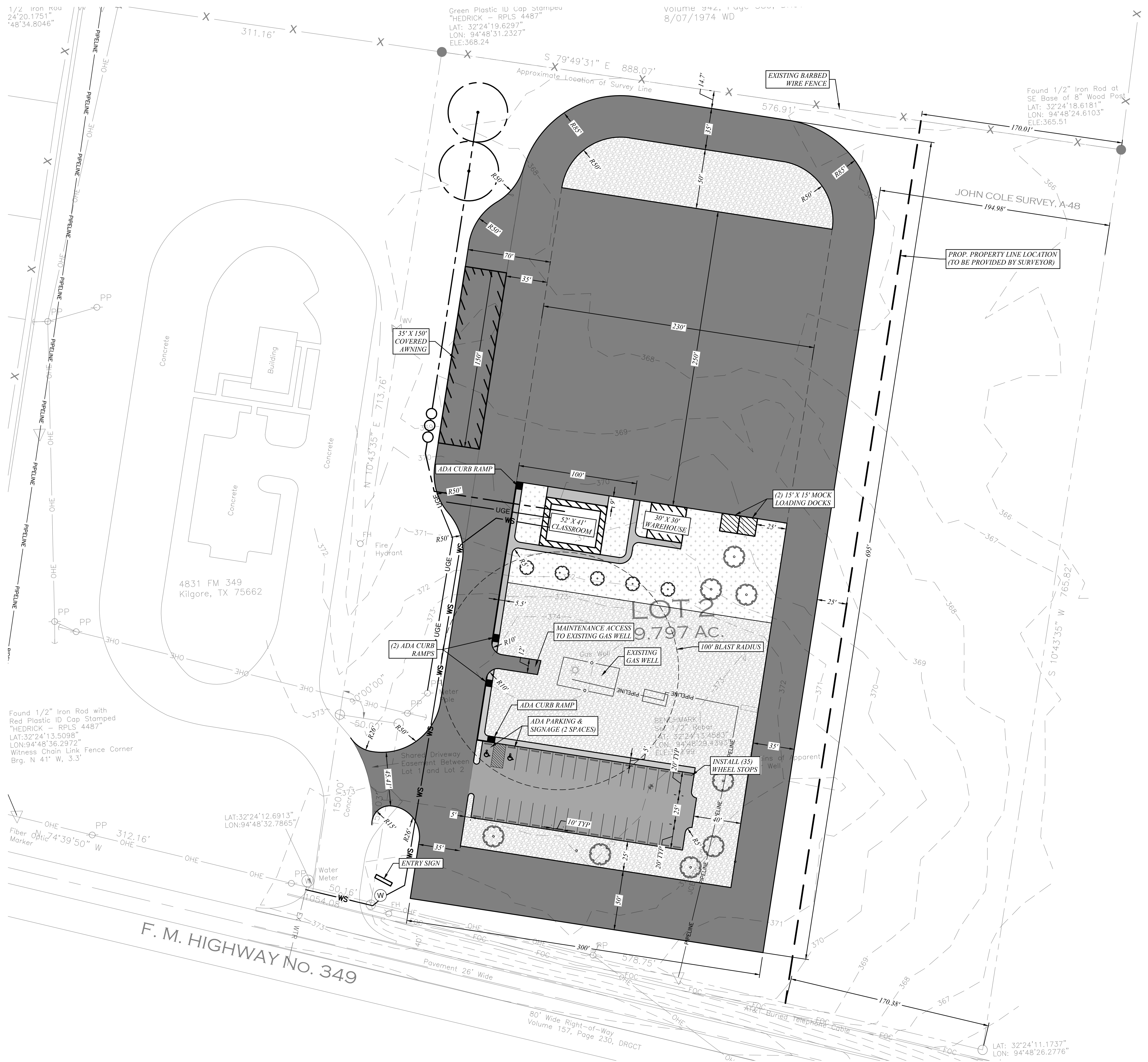
ISRAEL

In accordance with the Texas Government Code, Proposer represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Proposer 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. Respondents are expected to sign and submit the certification provided as Attachment 'E'.

ATTACHMENT 'D'

FACILITY CONCEPT DRAWINGS

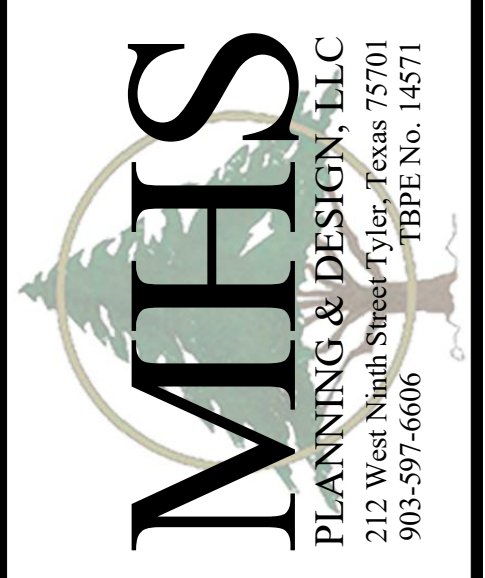


LEGEND

	PROPERTY LINE
	EXISTING CONTOURS
	EXISTING CHAIN LINK FENCE
	WATER SERVICE LINE
	UNDERGROUND ELECTRIC LINE
	7" CONCRETE PAVEMENT (±139,300 SF AS SHOWN)
	5" CONCRETE PAVEMENT (±12,000 SF SHOWN FOR PARKING)
	4" CONCRETE SIDEWALK (±3,400 SF AS SHOWN)
	BUILDING / STRUCTURE
	XERISCAPE AREA (±48,000 SF AS SHOWN)
	SOD AREA (±13,500 SF AS SHOWN)
	PROPOSED TREE (13 TOTAL)

REVISIONS

Preliminary Construction Documents Released: February 15, 2023
NOT FOR CONSTRUCTION



SITE PLAN

KILGORE COLLEGE CDL

CITY OF KILGORE, TEXAS

DRAWN:	TMG
CHECKED:	WHS
DATE:	2/15/2023
SCALE:	AS SHOWN
JOB NO.:	22-065



Know what's below.
 Call before you dig.

C3

ATTACHMENT 'E'

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)

ATTACHMENT 'F'
ADDENDA CHECKLIST

Bid of: _____
(Bidding Company's Name)

To: Kilgore College
Ref.: Transportation Institute Design-Build Services
RFQ-2022CDLBuild03

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

It is the bidder'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,

Bidder: _____

By: _____
(Authorized Signature for Bidder)

Printed Name: _____

Title: _____

Date: _____