



## **COMPETITIVE SEALED PROPOSAL**

**Selection of a Contractor to Complete a  
Landscape Project on the Campus of  
Kilgore College**

**CSP No.: FY24-FAC10**

**Issued February 21, 2025**

**Submittal Due Date: March 25, 2025 2:00 p.m.**

**Prepared By:  
Betsy Hansard  
Director, Procurement Services & Strategic Support  
Kilgore College  
1100 Broadway, Kilgore, Texas 75662  
[bhansard@kilgore.edu](mailto:bhansard@kilgore.edu)**

## **KEY DATES SCHEDULE**

**PROJECT NAME:** Landscaping Beautification Specific Projects

**POSTING OF CSP** February 21, 2025

**OPEN FOR PROPOSALS** March 3, 2025

**PRE-BID MEETING/TOUR** March 5, 2025

**DEADLINE FOR QUESTIONS:** March 18, 2025 10:00 a.m. CST

**SUBMITTAL DEADLINE:  
FIXED-COST PROPOSAL** March 25, 2025 2:00 p.m. CST

**MANDATORY PRE-BID:  
CONFERENCE** Wednesday, March 5, 2025 at 1:00 pm  
**Kilgore College, McLaurin Administration Bldg.  
1200 S. Henderson Blvd, 2<sup>nd</sup> floor, Kilgore, TX 75662**  
There will be registration at the pre-proposal meeting and guided tour of the site. The pre-proposal conference will allow all Proposers an opportunity to ask representatives relevant questions and clarify provisions of this CSP. BIDS WILL BE ACCEPTED FROM ONLY THOSE BIDDERS RECORDED AS ATTENDING THIS MEETING. THERE WILL BE NO EXCEPTIONS TO THIS REQUIREMENT.

**DELIVERY LOCATION:**  
  
Kilgore College  
Procurement Services  
Attn: Betsy Hansard  
108 Choice St.  
Kilgore, TX 75662

**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 Competitive Sealed Proposals and waive any and all formalities and conditions.

**TERM OF SERVICE/PROJECT:** To begin April 2025

**NOTICE:** ALL QUESTIONS RELATED TO THIS CSP ARE TO BE DIRECTED TO BETSY HANSARD VIA E-MAIL TO [bhansard@kilgore.edu](mailto:bhansard@kilgore.edu). NO PHONE CALLS WILL BE ACCEPTED.

## **COMPETITIVE SEALED PROPOSAL TABLE OF CONTENTS**

### **SECTION 1: INTRODUCTION**

### **SECTION 2: NOTICE TO PROPOSER**

### **SECTION 3: SUBMISSION OF PROPOSAL**

### **SECTION 4: SCOPE OF WORK**

### **SECTION 5: GENERAL INFORMATION**

## **SECTION 1 INTRODUCTION**

### **1.1 Description of Kilgore College**

Kilgore College (“**KC**”) is located in Kilgore, Texas. Kilgore College is a community college that includes seven independent school districts in its tax district and has a service area of twenty independent school districts.

Kilgore College is a comprehensive community college organized in 1935. Kilgore College provides quality educational offerings and services which enable students to develop their intellectual potential, achieve career proficiency, and enrich their social, cultural, and civic experiences in a democratic society.

Kilgore College serves approximately 5,500 students enrolled in credit hour classes and an additional 3,500 students in adult education and continuing education courses in any given term. The main campus is located in Kilgore, Gregg County, Texas; an extension center is operated in Longview, Texas; and courses are offered in other cities in the College’s service area. Kilgore College operates the regional East Texas Police Academy which provides in-service law enforcement training for entities in a thirty-five-county region of Northeast Texas, a regional Fire Academy, an extensive AEL program, and extensive customized workforce training.

### **1.2 Objective of this Competitive Sealed Proposal**

Kilgore College (“**KC**”) is soliciting fixed-cost proposals in response to this Competitive Sealed Proposal, CSP No. **FY24-FAC10** (this “**CSP**”), from qualified contractors to oversee and to provide the College with completion of landscape project (the “**Services**”). These Services are more specifically described in **Section 4** (Scope of Work).

Project Description: Work includes landscaping to enhance the areas surrounding the Old Main building, Rangerette Gym, Woodfin Center, and the Randolph C. Watson Library. Specific areas are detailed in the Scope of Work. Kilgore College reserves the right to reduce and/or expand the scope of work during contract negotiations. **Lump Sum Bid to include (but not limited to) the installation of a variety of trees, shrubs, ground covers, and decorative elements to create a welcoming and visually appealing**

**campus environment. In addition to the scope of work detailed in Section 5, the successful bidder will be responsible for:**

- **Site Preparation** – Removal of existing plants, trees or hardscapes; soil amendments, as necessary, etc.
- **Plant Installation** – The selection and planting of specific trees, shrubs, and annuals as detailed in the project specifications.
- **Ground Cover and Edging** – Placement of mulch, enriched topsoil, crushed granite, and green metal edging to define and protect landscaped areas.
- **Project Labor and Management** – Comprehensive labor services to ensure efficient and high-quality installation, from preparation through to completion.

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

### **1.3 Public Information**

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

KC may seek to protect from disclosure all information submitted in response to this CSP until such time as a final agreement is executed.

Upon execution of a final agreement, KC will consider all information, documentation, and other materials requested to be submitted in response to this CSP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

### **1.4 Service Agreement**

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

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

The work requested is currently anticipated to commence sometime in April 2025.

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant data. The Proposer, therefore, waives any right of avoidance of the contract based upon any expressed or implied warranty or representation that the pricing

or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

## **1.5 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 in writing acknowledge receipt of each Addendum, APPENDIX C (Addenda Checklist). Failure to do so may result in disqualification. 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>.**

## **1.6 Proposal Evaluation Process**

The evaluation of the Proposals shall be based on the requirements and percentages described in this CSP. All properly submitted Proposals will be reviewed, evaluated, and ranked by KC.

Kilgore College will select the bid that offers the best value for the College based on the above-published selection criteria and on its ranking evaluation. By submitting a bid, the bidder acknowledges (1) acceptance of the proposal evaluation process, and (2) 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 that allows for the determination of the lowest responsible bidder. The Owner reserves the right to divide the project into multiple parts, to reject any and all bids and re-solicit, or to reject any and all bids 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 bidder to this solicitation and no such representation is intended or should be construed by the issuance of this solicitation. Acceptance of a bid for consideration does not waive this reservation of rights, nor does it imply any obligation by Owner.

## **1.7 KC's Reservation of Rights/Unbalanced Proposal**

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

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be

considered as non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

## **1.8 Proposer's Acceptance of Evaluation Methodology**

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 KC during this CSP process.

## **1.9 No Reimbursement for Costs**

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

## **1.10 Eligible Respondents**

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

## **1.11 Sales and Use Taxes**

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

## **1.12 Certification of Franchise Tax Status**

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

### **1.13 Proposal Validity Period**

Each proposal must state that it will remain valid for KC's acceptance for a minimum of sixty (60) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

### **1.14 Equal Opportunity Employer**

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

### **1.15 Bid Protest Procedure**

A vendor who has timely responded to an Invitation to Bid, Competitive Sealed Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to Procurement Services, no later than five (5) business days after the date of the letter sent by the College notifying the vendor that it is not going to be offered a contract or giving notice that the College will not be purchasing goods from it. The date of the notification letter will not be counted as one of the five (5) business days. Any protest submitted after this deadline is untimely and will not be considered by the College.

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

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

No amendments to the protest will be considered by the College.

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

**The awarded vendor will be subject** to the following and may be required to fill out an appropriate document stating such.

#### **1.16 Felony Conviction Notification**

Bidders are hereby notified that in accordance with Section 44.034 of the Texas Education Code, a person or business entity that enters into a contract with Kilgore College must give notice to college 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. Furthermore, the College may terminate a contract with a person or business entity if the College determines that the person or business entity failed to give this notice or misrepresented the conduct resulting in the conviction. This requirement does not apply to a publicly-held corporation.

#### **1.17 Israel**

In accordance with the Texas Government Code Section 2270.002, 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.

#### **1.18 Debarment**

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

#### **1.19 Verification Regarding Boycotting Energy Companies**

Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment



withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

#### **1.20 Domestic Preferences for Procurement and Buy American Provisions**

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

#### **1.21 Proposal Security**

In the event that the proposal amount exceeds \$25,000.00, Proposal Security in the form of a Bid Bond in an amount 5% of the bid will be required with the submission of the proposal. The proposal security shall be retained by the Owner if the Bidder fails to execute the contract within ten days after the notice of award to the Proposer.

#### **1.22 Guaranty Bonds**

A. In the event that the proposal amount exceeds \$25,000.00, Guaranty Bonds in the form of a Performance and a Labor and Materials Payment Bond in an amount equal to 100% of the proposal will be required.

B. Bonding Companies furnishing bonds (either bid or guaranty) shall be rated A or A+ in Best's Key Rating Guide and be listed in the Federal Register. Bonding Companies must also possess license to operate and furnish bonds for public work in the State of Texas.

#### **1.23 Insurance Information**

- Bidder 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 bidder 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 bidder:

TYPE OF COVERAGE		LIMITS OF LIABILITY
1)	Worker's Compensation (part a)	Statutory
2)	Employer's 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	
	(c) 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 Bidder's General Liability policy.

#### CERTIFICATE OF INSURANCE

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

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

## **SECTION 2**

### **NOTICE TO PROPOSER**

#### **2.1 Submittal Deadline**

KC will accept fixed-cost proposals submitted in response to this CSP until 2:00 p.m., Central Standard Time, on **March 25, 2025** in the Office of Procurement Services (the “**Submittal Deadline**”). No ZIP files.

#### **2.2 KC Contact Person**

Proposers will direct all questions or concerns regarding this CSP to the following KC contact (“**KC Contact**”) by email:

Kilgore College  
Attn: Betsy Hansard  
Director, Procurement Services & Strategic Support  
1100 Broadway, Kilgore, Texas 75662  
[bhansard@kilgore.edu](mailto:bhansard@kilgore.edu)

KC specifically instructs all interested parties to restrict all contact and questions regarding this CSP to written communications forwarded to KC Contact. KC Contact must receive all questions or concerns no later than **March 18, 2025 at 10:00 A. M.** KC will have a reasonable amount of time to respond to questions or concerns. Questions and answers will be posted as an addendum. It is KC’s intent to respond to all appropriate questions and concerns; however, KC reserves the right to decline to respond to any question or concern. **It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on KC’s website at <https://www.kilgore.edu/about/offices/procurement-services>.**

#### **2.3 Criteria for Selection**

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to KC in terms of (1) ability to provide the requested services, and (2) total overall cost to KC, and (3) experience to provide the requested services. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to KC in a contract for the Services.

Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to KC in a contract for the Services.

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

2.3.1 The criteria to be considered by KC in evaluating proposals and selecting Contractor, will be those factors listed below.

Scoring Criteria:

- 2.3.1.1 Qualifications and reputation of the proposer..... (35%)
- 2.3.1.2 The proposed cost in providing required services..... (45%)
- 2.3.1.3 The Proposer's past relationship with the College and/or design team..... (10%)
- 2.3.1.4 Specific experience in the scope of the proposed project.....(10%)

**BOARD OF TRUSTEES AWARD**

A final determination of contractor selection and authorization for contract negotiations will be made by the Kilgore College Board of Trustees. Kilgore College reserves the right to reject any and all bids and waive any and all information.

**2.4 Additional Information**

**BREACH**

Should the bidder 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.

**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.

### **SECTION 3** **SUBMISSION OF PROPOSAL**

#### **3.1 Number of Copies**

Proposer must submit five (5) complete hard copy of its *entire* proposal, plus one (1) original and one (1) thumb drive (no zip files).

#### **3.2 Submission**

Proposals must be received by KC on or before the Submittal Deadline (ref. Section 2.1 of this CSP) by email and/or can be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Kilgore College  
Attn: Betsy Hansard  
Director, Procurement Services & Strategic Support  
108 Choice St, Kilgore, Texas 75662  
[bhansard@kilgore.edu](mailto:bhansard@kilgore.edu)

Proposer should submit all hard-copy proposal materials enclosed in a sealed envelope, box, or container. The CSP Number and the Submittal Deadline (ref. **Section 2.1** of this CSP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

KC will not accept proposals submitted by telephone or proposals submitted by Facsimile (“**FAX**”) transmission in response to this CSP.

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

By submitting a proposal/quote, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this CSP and (b) do not place any requirements on KC that are not set forth in this CSP or in the Appendices to this CSP. Proposer further certifies that the submission of a proposal is Proposer’s good faith intent to enter into an agreement with KC as specified herein and that such intent is not contingent upon KC’s acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

#### **3.3 Terms and Conditions**

Proposer must comply with the requirements and specifications contained in this CSP.

### **3.4 Addenda**

It is Bidder'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 C and must be completed and submitted with the bid.

### **3.5 Execution of Offer**

Bidder must complete, sign and return the attached Execution of Offer (Appendix D) as part of its bid. The Execution of Offer must be signed by a representative of bidder duly authorized to bind the bidder to its bid. Any bid received without a completed and signed Execution of Offer may be rejected by KC, in its sole discretion.

### **3.6 Conflicts 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.

### **3.7 Required Elements of the Bid Document**

Bidders must submit bids that minimally contain the information requested below.

3.7.1 **COMPLETED CSP FY24-FAC10 Landscaping Beautification Specific Project Competitive Bidding Form** provided in Appendix B.

3.7.2 **PROJECT MANAGEMENT** Kilgore College requires that a project manager, coordinator, or supervisor be assigned to the project to work with our Executive Director of Facility Services. 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.

3.7.3 **BIDDER QUALIFICATIONS** Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

A minimum of three references for recently completed projects that are similar in nature to the proposed project should be provided.

3.7.4 **NON-DISCRIMINATION CLAUSE** Bidders submitting qualifications/bids 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.

- 3.7.5 PRICING AND PAYMENT DISBURSEMENTS/DRAW A detailed list of any and all expected costs or expenses should be provided and explained. Bidder should provide a description of the desired payment schedule.

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

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

- 3.7.6 BIDDER QUALIFICATIONS Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.

## **SECTION 4**

### **SCOPE OF WORK**

This CSP details landscaping services required for two main areas on campus:

- **Old Main Building (front and back)**
- **Randolph C. Watson Library (front)**

The project includes the provision and installation of specified plant varieties, ground materials, edging, and related components. Additionally, each bid should include labor, materials, and a contingency factor to account for unexpected costs.

#### **Scope of Work Details**

The selected vendor will provide all labor, equipment, and materials to complete the landscaping project as outlined below:

---

#### **A) Old Main Building: Front**

##### **Plants and Materials**

- **4 (30 gal)** Little Jem Magnolia
- **2 (3 gal)** Purple Vitex Trees
- **1 (30 gal)** Japanese Maple, Bloodgood
- **2 (15 gal)** Tamuke Yama Japanese Weeping Maple (front entrance)
- **1 (15 gal)** Japanese Yew
- **46 (3 gal)** Sunshine Ligustrum
- **46 (3 gal)** Loropetalum Purple Daydream
- **40 (1 gal)** Stela D'Oro Day Lillies
- **40 (1 gal)** Variegated Liriope
- **20 (3 gal)** Flax Lilly Dianella
- **24 (18 ct Flats)** Annuals
- **6 (Cu. Yds)** Hardwood Mulch
- **12 (Cu. Yds)** Enriched Top Soil & Landscape Mix
- **6 (Cu. Yds)** Crushed Granite
- **Landscape Fabric**
- **16 Large Rocks/Boulders**
- **60 (10' x 4')** Green Metal Edging Sections (Crushed Granite bed)
- **60 (10' x 4')** Green Metal Edging Sections (outer shrub bed)

---

#### **B) Old Main Building: Back**

##### **Plants and Materials**

- **6 (30 gal)** Little Jem Magnolias
- **15 (3 gal)** Flax Lilly Dianella



- **20 (3 gal)** Sunshine Ligustrums
  - **20 (3 gal)** Loropetalum Purple Daydream
  - **100 (1 gal)** Super Blue Liriope Grass
  - **2 (15 gal)** Podocarpus Japanese Yew
  - **Annuals** (Corner areas)
  - **25 (10' x 4")** Green Metal Edging (Crushed Granite beds)
  - **3 (Cu. Yds)** Crushed Granite
  - **4 (Cu. Yds)** Hardwood Mulch
  - **4 (Cu. Yds)** Enriched Top Soil & Landscape Mix
  - **Landscape Fabric**
  - **10** Large Rocks/Boulders
- 

### **C) Library: Front of Building**

#### **Plants and Materials**

- **9 (45)** October Glory Red Maples
- **60 (1 gal)** Super Blue Liriope Grass
- **2 (65 gal)** October Glory Red Maples
- **4 (30 gal)** Little Jem Magnolias
- **1 (Cu. Yd)** Hardwood Mulch
- **1 (Cu. Yd)** Landscape Mix

## **SECTION 5**

### **GENERAL INFORMATION**

#### **1.1 Purpose**

KC is soliciting competitive fixed-cost proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this CSP. This CSP provides sufficient information for interested parties to prepare and submit proposals for consideration by KC.

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

#### **1.2 Proposal Requirements and General Instructions**

- 1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.
- 1.2.3 All products and/or services not specifically mentioned in this CSP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.
- 1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.
- 1.2.5 Proposals and any other information submitted by Proposer in response to this CSP will become the property of KC.
- 1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this CSP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by KC, at KC's sole discretion.
- 1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this CSP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this CSP.
- 1.2.8 KC makes no warranty or guarantee that an award will be made as a result of this CSP. KC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this CSP deemed to be in KC's best interest. KC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by

telephone conference or personal meeting with or writing to KC, at KC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

- 1.2.9 Any proposal that fails to comply with the requirements contained in this CSP may be rejected by KC, in KC's sole discretion.

**Appendix B**  
**CSP FY24-FAC10 Landscaping Beautification Specific Project**

**COMPETITIVE BIDDING FORM**

**1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_
- B. Designated Contact for Bidder: \_\_\_\_\_
- C. Designated Contact's Phone Number: \_\_\_\_\_
- D. Project Name: CSP FY24-FAC10 Landscaping Beautification Specific Project
- E. Project Location: 1100 Broadway Blvd., Kilgore, TX 75662
- F. Owner: Kilgore College

**1.2 BASE BID**

- A. The undersigned, having carefully examined the Invitation for Bid Requirements, Conditions of the Contract, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the specifications of the above-named project, according to the requirements of the Invitation for Bid Documents, for the stipulated sum of:

1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The above amount includes \_\_\_\_\_ dollars for contingencies.

**1.3 TIME OF COMPLETION**

- A. If awarded this contract, the Undersigned hereby agrees to execute the work as follows:

Work can begin \_\_\_\_\_, and be completed by \_\_\_\_\_ (Insert dates).

- B. For those materials requiring protection from the elements, contractor shall make necessary provisions for storage on the jobsite. Materials shall be appropriately insured during storage by contractor.
- C. It is imperative that the contractor make efficient use of his time and workers, in the progress of the work to meet the completion dates listed above.

**1.4 EXTRA WORK**

- A. If extra work is ordered by the Owner, the Undersigned agrees to perform each work for net cost of all materials and labor furnished plus \_\_\_\_\_% for overhead and profit.

### 1.5 SUBCONTRACTORS AND SUPPLIES

A. List any subcontractors to be used and specify the work to be subcontracted.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

### 1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Gregg County, Texas, and that all fees, permits, etc., pursuant to submitting the proposal have been paid in full.

### 1.7 PROPOSER INFORMATION

A. The undersigned confirms inclusion of information documenting how proposer meets the selection criteria.

1. Cost for Services – listed in sections 1.2 and 1.3 above.
2. Qualification and Reputation of the Bidder – please attach a description of bidder's leadership team and the education/experience of those individuals who would be involved in this project. Include at least three (3) references for construction/renovation projects that have been completed within the past two (2) years.
3. Past Relationship with the College – please attach a description of previous projects completed for the College.
4. Specific experience in the scope of the proposed project – please attach a description of experience in landscaping projects that are substantially similar to this project and include at least three additional (3) references for substantially similar projects.

### 1.8 BID ACCEPTANCE

A. Firm/Company Name: \_\_\_\_\_

B. Address: \_\_\_\_\_

C. Phone/Fax: \_\_\_\_\_

D. Authorized Signature: \_\_\_\_\_

E. Title: \_\_\_\_\_

F. Date: \_\_\_\_\_

**APPENDIX C**  
**ADDENDA CHECKLIST**

**Bid of:** \_\_\_\_\_  
(Bidding Company's Name)

**To:** Kilgore College

**Ref.:** Landscaping Beautification Specific Projects

**CSP No.:** CSP FY24-FAC10

Ladies and Gentlemen:

The undersigned bidder hereby acknowledges receipt of the following Addenda to the captioned CSP (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:** \_\_\_\_\_

**APPENDIX D**  
**EXECUTION OF OFFER**

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

By signature hereon, bidder affirms that she/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, bidder 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 bidder's bid.

By signature hereon, bidder 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*).

Bidder 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, bidder signifies her/his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, bidder 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 bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any agreements or other contractual arrangements which may result from the submission of bidder's bid.

By signature hereon, bidder agrees to abide by and fully comply with KC's smoking policy. Bidder understands that this applies to the project at issue and bidder agrees that all persons working under or for bidder will abide by this policy in all respects.

Bidder: \_\_\_\_\_ EIN No: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Office Name & Title (printed) \_\_\_\_\_

Officer Signature: \_\_\_\_\_