



REQUEST FOR COMPETITIVE SEALED PROPOSALS

**WELCOME CENTER RENOVATION, BUILDING N6
CSP #25-01**

**NORTH CAMPUS
5800 UVALDE ROAD
HOUSTON, TEXAS 77049**

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DOCUMENT 00 11 19 REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive sealed proposals (CSP) will be accepted for the work identified below in accordance with Proposal Documents and any addenda that may be issued prior to the date of the proposal deadline.

Owner: San Jacinto Community College District (“SJCCD”, “College”, “Owner”)

Procurement Contact: Genevieve Scholes, Facilities Buyer
E-mail genevieve.scholes@sjcd.edu,
Ph. 281-998-6349

E-Bidding Website: IonWave <https://sanjac.ionwave.net>

Project: CSP #25-01 Welcome Center Renovation, Building N6

Project Description:

The Welcome Center project is a partial interior renovation of a 2-story, 38,863 GSF building, focusing on approximately 6,000 SF. The scope includes selective demolition and reconfiguration of student services office suite spaces with new interior walls and finishes, as well as modifications to the HVAC system, lighting, and fire protection, with no impact on the structure and building envelope.

Specifications and additional details are in the associated CSP #25-01 Project Manual.

Project Estimate: Current estimate for work is approximately four hundred eighty thousand dollars (\$480,000).

Schedule: Work is scheduled to start October 2024 and shall be completed by February 2025.

Proposed CSP Schedule:

NOTE: This schedule may be modified or changed at the sole discretion of SJCCD.

DATE	ACTION
July 22, 2024	CSP issued.
August 1, 2024	Pre-Proposal Meeting (Non-Mandatory) Non-mandatory pre-proposal meeting 1:30 p.m. Central Time, San Jacinto College North Campus, 5800 Uvalde Road, Building N6, Room 108 (N-6.108), Houston, Texas 77049
August 5, 2024	Substitutions, Questions, and Clarifications Deadline Requests for substitutions, questions, and clarifications regarding CSP shall be submitted in the Questions tab in IonWave by 5:00 p.m. Central Time to be considered.
August 7, 2024	Issuance of final addendum, if necessary.
August 13, 2024	Proposal Submission Deadline All proposal documents shall be submitted before 2:00 p.m. Central Time in IonWave. Proposals will be digitally opened immediately following the time due; a price tabulation will be made available upon written request to the Procurement Contact.
August 14, 2024	Subcontractor Qualifications Deadline Document 00 45 16.13 for each proposed subcontractor, if any, shall be submitted by 2:00 p.m. Central Time by email to genevieve.scholes@sjcd.edu .
September/October 2024	Recommendation of contract award to the Board of Trustees and approval of contract award. Award will be announced after approval received.

PART 1 - DEFINITIONS

- 1.1. Procurement Documents include the Proposal Requirements and the proposed Contract Documents. The Proposal Requirements consist of the Proposals Documents, Instructions to Proposers, the proposal form and other sample proposal and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2. Definitions set forth in the General Conditions of the Contract between the Owner and Contractor or that are in other Contract Documents are applicable to the Procurement Documents.
- 1.3. Addenda are written or graphic instruments issued by the Procurement Contact prior to the execution of the Contract that modify or interpret the Procurement Documents by additions, deletions, clarifications or corrections.
- 1.4. A Proposal is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- 1.5. The Base Proposal is the sum stated in the Proposal for which the Proposer proposes to perform the Work described in the Procurement Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Proposals.
- 1.6. An Alternate, if applicable, is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.
- 1.7. A Unit Price, if applicable, is an amount stated in the Proposal as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Procurement Documents.
- 1.8. A Proposer is a person or entity that submits a Proposal and who meets the requirements set forth in the Procurement Documents.
- 1.9. A Sub-Proposer is a person or entity that submits a proposal to a Proposer for materials, equipment or labor for a portion of the Work.
- 1.10. The Owner is the Board of Trustees of the San Jacinto Community College District (SJCCD).
- 1.11. The Designer is the Designer, Engineer, or Design Consultant of Record for each project.

PART 2 – PROPOSERS REPRESENTATIONS

The Proposer, by submitting a Proposal, represents that:

- 2.1. The Proposer has read and understands the Procurement Documents and Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the project, if any, being proposed concurrently or presently under construction.
- 2.2. The Proposal is made in compliance with the Procurement Documents.
- 2.3. The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
- 2.4. The Proposal is based upon the materials, labor, equipment and systems required by the Procurement Documents without exception.

PART 3 - PROCUREMENT DOCUMENTS

3.1. Documents

- 3.1.1. All solicitation documents can be obtained on SJCCD's eBidding website, IonWave, at <https://sanjac.ionwave.net>.
- 3.1.2. Proposers shall use complete sets of Procurement Documents in preparing Proposals; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.2. Interpretation or Correction of Proposal Documents

- 3.2.1. The Proposer shall carefully study and compare the Procurement Documents with each other, and with other work being proposed concurrently or presently under construction to the extent that it relates to the Work for which the Proposal is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.
- 3.2.2. Proposers and Sub-Proposers requiring clarification or interpretation of the Procurement Documents shall make a written request through IonWave. See the Proposed CSP Schedule in Document 00 11 19 for the submission deadline.
- 3.2.3. Interpretations, corrections and changes of the Procurement Documents will be made by addendum. Interpretations, corrections, and changes of the

Procurement Documents made in any other manner will not be binding, and Proposers shall not rely upon them.

3.3. Substitutions

- 3.3.1. The materials, products and equipment described in the Procurement Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2. No substitution will be considered prior to receipt of proposals unless the Procurement Contact has received a written request for approval by the date and time stated in the Proposed CSP Schedule in Document 00 11 19.

Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Proposer. The College's decision of approval or disapproval of a proposed substitution shall be final.

- 3.3.3. If the College approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposers shall not rely upon approvals made in any other manner.
- 3.3.4. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.4. Addenda

- 3.4.1. If and when any part of this package must be revised, amended, corrected, extended, withdrawn, or changed in a manner that impacts the process or outcome, the Procurement Contact will issue an addendum addressing the nature of the change in the IonWave eBidding system. These changes will be numbered.
- 3.4.2. Notification of Addenda will be transmitted to all potential Proposers registered in the IonWave eBidding system. Separate Addenda will be issued for each project and acknowledged on the appropriate proposal form as noted in 3.4.4.
- 3.4.3. Copies of Addenda will be made available for inspection wherever Proposal Documents are on file for that purpose.

3.4.4. Each Proposer shall ascertain prior to submitting a Proposal that the Proposer has received all Addenda issued, and the Proposer shall acknowledge their receipt in the Proposals.

3.5. Owner's Rights

3.5.1. The Procurement Documents do not, in any way, obligate the Owner to select a particular, or any, Proposer for the provision of Work outlined in the Procurement Documents. The College reserves the right to select one or more Proposer based on the best, as determined by SJCCD, overall response(s) submitted to the Owner, with due consideration given to demonstrated competence, knowledge, and qualifications to perform the Work set forth in the Procurement Documents, and the reasonableness of the proposed fee to perform the services.

3.6. Texas Public Information Act; Texas Record Retention Act

3.6.1. Unless clearly marked as confidential or proprietary, SJCCD considers all information, documentation and other materials requested to be submitted in response to the Procurement Documents to be of a non-confidential and/or non-proprietary nature, unless otherwise conspicuously marked and noted (and considered confidential under the laws of the State of Texas). Accordingly, all documents are presumed and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

3.6.2. SJCCD is subject to the Texas Record Retention laws. All documents produced, compiled, and maintained as a part of the contractual relationship and performance must be maintained for the period required under the Texas Record Retention laws.

PART 4 - PROCUREMENT PROCEDURES

4.1. Form and Style of Proposals

4.1.1. Proposals shall include the following items uploaded as separate attachments in the Response Attachments tab in the IonWave e-Bidding system:

1. 00 42 13 Proposal Form
2. 00 42 13.12 Proposal Supplement Form
3. **Response to 00 45 16 Proposers Qualifications**
4. 00 45 20 Conflict of Interest Questionnaire
5. **Proof of Insurance (See 00 62 16)**
6. Letter of intent from a surety company (See 00 45 16 Proposers Qualifications, Section 4 - Financial)

4.1.2. All documents shall be electronically provided on letter-size (8-1/2" x 11") pages.

- 4.1.3. Proposals shall be prepared simply and economically, providing direct and concise descriptions of the respondent's ability to meet the requirements of this CSP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the College's needs.
- 4.1.4. Sums shall be expressed in both words and figures, and in cases of discrepancy between the two, the amount written in words shall govern.
- 4.1.5. Interlineations, alterations and erasures must be initialed by the signer of the Proposal.
- 4.1.6. All requested Alternates should be proposed or listed as "No Bid". If no change in the Base Proposal is required, enter "No Change."
- 4.1.7. Where two or more Proposals for designated portions of the Work have been requested, the Proposer may state the Proposer's refusal to accept award of less than the combination of Proposals stipulated by the Proposer. The Proposer shall make no additional stipulations on the proposal form nor qualify the Proposal in any other manner.
- 4.1.8. The Proposal shall include the legal name of the Proposer and a designation that the Proposer is a sole proprietor, partnership, corporation or other legal entity. The Proposer shall provide evidence of legal authority to perform within the jurisdiction of the work. The Proposal shall be signed by the person or persons legally authorized to bind the Proposer to a contract. A Proposal by a corporation shall further give the state of incorporation. A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.
- 4.1.9. Proposals and any other information presented by respondents in response to this CSP shall become the property of the College.
- 4.1.10. Respondents shall carefully read the information contained in this CSP and submit a complete response to all requirements and questions as directed. Incomplete response packages or failure to comply with all requirements contained in this CSP may result in the rejection of a firm's submittal.

4.2. Proposal Security

- 4.2.1. Not required.

4.3. Submission of Proposals

- 4.3.1. Sealed proposals received by the College shall be submitted through the IonWave e-Bidding system prior to the proposal submission deadline. Proposals will not be

received after the proposal submission deadline. See the Proposed CSP Schedule in Document 00 11 19 for the submission deadline.

- 4.3.2. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.
- 4.3.3. No oral, telephonic, telegraphic facsimile, or hardcopy Proposals will be considered.

4.4. Modification or Withdrawal of Proposal

- 4.4.1. A Proposal may not be modified, withdrawn or canceled by the Proposer for a period of forty-five (45) calendar days following the time and date designated for the receipt of Proposals, and each Proposer agrees in submitting a Proposal.
- 4.4.2. Prior to the time and date designated for receipt of Proposals, a Proposal submitted may be modified or withdrawn by providing notice to the party receiving Proposals at the place designated for receipt of Proposals. Such notice shall be in writing over the signature of the Proposers. Written confirmation over the signature of the Proposers shall be received, and date and time stamped by the receiving party on or before the date and time set for receipt of Proposals. A change shall be so worded as not to reveal the amount of the original Proposal.
- 4.4.3. Withdrawn Proposals may be resubmitted up to the date and time designated for the receipt of Proposals provided that they are then fully in conformance with these Instructions to Proposers.

PART 5 - CONSIDERATION OF PROPOSALS

5.1. Opening of Proposals

- 5.1.1. Unless stated otherwise in the Request for Competitive Sealed Proposals, the properly identified Proposals received on time will be opened publicly.

5.2. Rejection of Proposals

- 5.2.1. The Owner shall have the right to reject any or all Proposals. A Proposal not accompanied by the data required by the Proposal Documents, including items listed in 4.1.1, or a Proposal that is in any way incomplete or non-responsive is subject to rejection.

5.3. Acceptance of Proposals (Award)

- 5.3.1. It is the intent of the Owner to award a Contract for Work to the Proposer that provides the best value to San Jacinto Community College District provided the Proposal has been submitted in accordance with the requirements of the Procurement Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal that, in the Owner's judgment, is in the Owner's own best interests.
- 5.3.2. The Owner shall have the right to accept Alternates in any order or combination thereof.

5.4. Prohibited Communications

- 5.4.1. During the period between when the CSP is made available to all prospective vendors/ proposers and the selection of the Proposer and subsequent Contract, Proposers nor their agents and/or representatives, shall directly discuss or promote their CSP response with any member of the College Board of Trustees or college employees except in the course of college-sponsored inquiries, briefings, interviews, or presentation, unless requested by the College. This prohibition is intended to create a fair and competitive environment for all potential proposers, assure that decisions are made in public, and to protect the integrity of the CSP process. Violation of this provision may result in rejection of the Proposer's response. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:
 1. Communications between a potential vendor, service provider, proposer, offeror, lobbyist or consultant and any Trustee;
 2. Communications between a potential vendor, service provider, proposer, offeror, lobbyist or consultant and any SJCCD employee other than expressly and specifically permitted in this CSP;
 3. Communications between any Trustees and any member of a selection or evaluation committee regarding this proposal;
 4. Communications between any Trustee and administrator or employee regarding this proposal.
- 5.4.2. The communications prohibition shall be imposed on the date that this CSP is made available to all prospective vendors/proposers.
- 5.4.3. The communications prohibition shall terminate when:
 1. The contract is awarded by the Chancellor or her designee; or
 2. The award recommendations are considered by the Board at a noticed public meeting and the Board has voted to award the contract.

5.4.4. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. The communications prohibition shall not apply to the following:

1. Duly noted pre-bid or pre-proposal conferences.
2. Communications with the SJCCD administrator specifically named and authorized to conduct and receive such communications under this CSP, the SJCCD Director of Purchasing, SJCCD Chief Procurement Officer, or SJCCD counsel.
3. Emergency contracts.
4. Presentations made to the Board during any duly noticed public meeting.
5. Nothing contained herein shall prohibit any person or entity from publicly addressing the Board during any duly noticed public meeting, in accordance with applicable Board policies, regarding action on the contract.

5.5. Conflict of Interest

5.5.1. Chapter 176 of the Local Government Code requires proposers and consultants contracting or seeking to do business with the Owner to file a conflict of interest questionnaire (CIQ) (Document 00 45 20). The CIQ must be complete and filed with the Proposal. Proposers that do not include the form with the response, and fail to timely provide it, may be disqualified from consideration by the Owner.

5.6. Disadvantaged Business Enterprises

5.6.1. The Owner affords Disadvantaged Business Enterprises (DBE) equal opportunities to submit Proposals and will not discriminate against any firm, company, or person on the grounds of race, color, sex, disability, religion, or national origin in consideration of an award.

5.7. No Third-Party Rights

5.7.1. The resulting contract, if any, shall be for the sole benefit of the Owner and the Contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the parties to the resulting contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

PART 6 - POST-PROPOSAL INFORMATION

6.1. Submittals

- 6.1.1. Proposers shall submit Document 00 45 16.13 Subcontractor's Qualifications to be received via email to the Procurement Contact. See the Proposed CSP Schedule in Document 00 11 19 for the submission deadline.
- 6.1.2. The Proposer will be required to establish to the satisfaction of the Architect and then Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Procurement Documents. The experience and performance of sub-Proposers will be considered in the evaluation process.

6.2. Eligibility for Award

- 6.2.1. In order for a Proposer to be eligible to be awarded a contract, the proposal must be responsive to the Procurement Documents and SJCCD must be able to determine that the Proposer is responsible, has the resources and capacity to perform the resulting contract satisfactorily, and offers the best value to SJCCD.
- 6.2.2. Responsive proposals are those that comply with all material aspects of the Procurement Documents and meet all of the requirements set forth in the Procurement Documents. Proposals that do not comply with all the terms and conditions of the Procurement Documents will be rejected as non-responsive.
- 6.2.3. Responsible Proposers must, at a minimum, meet the following requirements:
 1. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract prior to the beginning of work/delivery of goods;
 2. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
 3. Have a satisfactory record, as determined by SJCCD, of past performance;
 4. Have necessary personnel, management, and technical capacity and capability to perform any resulting contract requirements;
 5. Be qualified as an established firm that is regularly engaged in the type of business necessary to fulfill the contract requirements;
 6. In accordance with all applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by the Procurement Documents;
 7. Have experience in competently performing similar contracts to those contemplated by the Procurement Documents;
 8. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxes owed to the San Jacinto

Community College District; signing and submitting the Procurement Documents is so certifying to such non-delinquency: and

9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

6.2.4. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements as necessary to perform the requirements of the Procurement Documents and be determined a responsible proposer. Failure to provide any requested additional information may result in the Proposer being declared non-responsive and the proposal being rejected.

6.2.5. A person is not eligible to be considered for award of the Proposal Documents, or any resulting contract, or to be a subcontractor of the Proposer or prime contractor if the person assisted in the development of the Procurement Documents or any part of the Procurement Documents or if the person participated in a project related to the Procurement Documents when such participation would give the person special knowledge that would give that person an unfair advantage over other proposers.

6.2.6. A person or Proposer shall not be eligible to be considered for this solicitation if the person or Proposer engaged in or attempted to engage in prohibited communications as described in Paragraph 5.4 of these Instructions to Proposers.

6.2.7. Prior to the award of the Contract, the Owner will notify the Proposer in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Proposer. If the Owner or Architect has reasonable objection to a proposed person or entity, the Proposer may at the Proposer's option (1) withdraw the Proposal, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Proposal or Alternate Proposal to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted proposal price or disqualify the Proposer.

6.2.8. Persons and entities proposed by the Proposer and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

6.3. Appropriated Funds and Other Legal Requirements

6.3.1. The purchase of services or products arising from the Procurement Documents is contingent upon the availability of appropriated funds. SJCCD shall have the right to cancel the resulting contract or any part of the contract at the end of each fiscal year during the term of the contract if funds are not allocated to continue the contract or any part of the contract for the next fiscal year. If funds are withdrawn or do not become available, the Owner reserves the right to cancel the contract

by giving the contractor a thirty (30) day written notice of its intention to cancel without penalty. Upon cancellation of the contract, the Owner shall not be responsible for any payment of any service that was performed or product received after the effective date of termination. The Owner's fiscal year begins on September 1 and ends on August 31.

- 6.3.2. The Owner is unable to indemnify any other party in any agreement awarded under the Procurement Documents and the resulting contract shall contain no provision requiring the Owner to indemnify the proposer or any third party.
- 6.3.3. As a public community college district and political subdivision of the State of Texas, the Owner is subject to various federal, state, and local laws, rules and regulations. Any agreement awarded under the Procurement Documents will include a requirement for compliance with such laws rules, and regulations on the part of both parties as applicable.

PART 7 - PERFORMANCE AND PAYMENT BONDS

7.1. Bond Requirements

- 7.1.1. The Proposer shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Bonds may be secured through the Proposer's usual sources.
- 7.1.2. If the furnishing of such bonds is stipulated in the Procurement Documents, the cost shall be included in the Proposal.

7.2. Time of Delivery and Form of Bonds

- 7.2.1. The Proposer shall deliver the required bonds to the Owner simultaneously with the executed Contract.
- 7.2.2. Unless otherwise stipulated, Statutory Performance Bond and Statutory Labor and Material Payment Bond shall be furnished in accordance with the General and Supplementary Conditions. Both bonds shall be written in the amount of the contract sum.
- 7.2.3. The bonds shall be dated on or after the date of the Contract.
- 7.2.4. The Proposer shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

PART 8 - FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1. Negotiations and Contract Award

- 8.1.1. The Owner will negotiate the offer(s) it determines most advantageous, if any, considering the overall evaluation factors in the Procurement Documents. If made, the award will be made to the responsive, responsible proposer whose proposal conforms to the Procurement Documents and offers the best value to the Owner, price and other factors considered. The Owner may award a contract, based on initial proposals received, without discussion of such proposals.
- 8.1.2. No oral statements or verbal acknowledgement of the award to a particular proposer shall create a contractual obligation on the part of the Owner. Any contract between the Owner and the successful Proposer must be in writing and signed by an authorized representative for both the Owner and the selected Proposer.
- 8.1.3. The Owner reserves the right to award multiple contracts under this solicitation.
- 8.1.4. Any portion of the Procurement Documents and all portions of the Proposer's response may be incorporated into the final contractual agreement. Before effective, all negotiated agreements must ultimately be reduced to writing and signed by both the Owner and the Proposer.

8.2. Form of Document

- 8.2.1. The Agreement for the Work will be written on the College's Agreement Form, Document 00 52 13 Agreement for Construction Services Between the San Jacinto Community College District and Company Name. The basis of payment will be a Stipulated Sum.

PART 9 - SITE INVESTIGATION

- 9.1. It is the responsibility of each Proposer to examine the project sites, existing improvements and adjacent property, and be familiar with existing conditions before submission of a Proposal.
- 9.2. After investigating the project sites and comparing the Drawings and Specifications with the existing conditions, the Proposer should immediately notify the Architect in accordance with Paragraph 3.2 of these Instructions to Proposers of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.
- 9.3. Should the successful Proposer fail to make the required investigation and should a question arise after award of contract as to the extent of the Work involved in any

particular case, the interpretation of the Contract Documents will be made in accordance with the General and Supplementary Conditions of the Contract.

PART 10 - EVALUATION AND CONTRACT AWARD PROCESS

- 10.1. Proposals will be opened publicly to identify the names of the Proposers and their respective proposed contract amount. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award.
- 10.2. The Proposal Evaluation Committee will evaluate the Proposals. The criteria for evaluation and selection of the successful Proposer for this award will be based upon the factors listed below.

PART 11 - SELECTION CRITERIA

- 11.1. Proposals shall be evaluated based on the following criteria. All information required for evaluation shall be contained in the documentation to be submitted with the proposal.

Criteria	Explanation of Criteria	Weight
Proposed Amount (See 00 42 13)	Proposed Contract Amount of Base Proposal and alternates selected by SJCCD, if any. Lower price equates to higher score.	30
Section 1 - General (See 00 45 16)	Evaluations will be based on responses received on Staffing Approach, Management Plan, Proposed Schedule, Current Workload, Resources, and Prime-Contractor/Sub-Contractor Relationships. Quality of information provided equates to a higher score.	20
Section 2 – History & Experience (See 00 45 16)	Evaluations will be based on responses received on Firm's history and past project experience. Quality of information provided equates to a higher score.	20
Section 3 - Safety (See 00 45 16)	Evaluations will be based on responses received on Firm's safety record and safety program. Quality of information provided equates to a higher score.	10
Section 4 - Financial (See 00 45 16)	Evaluations will be based on Firm's bonding capacity, and responses received on requested information. More favorable financial records equate to a higher score.	10
Section 5 – References (See 00 45 16)	References received from responses. Positive comments received from references equates to a higher score.	5
Section 6 - Exceptions to Terms & Conditions (See 00 45 16)	Evaluations will be based on quantity of exceptions, type of exceptions, and justification(s) for exceptions. Fewer exceptions and/or exceptions with lower risk to the College will equate to a higher score.	5

- 11.2. By submitting a Proposal in response to this CSP, the Respondent accepts the evaluation methodology will be based on its responses to the criteria contained in this CSP and a

determination of the “best value”. Respondent acknowledges the review of its Proposal may require subjective judgments by the Owner.

- 11.3. After opening the Proposals, the Proposal Evaluation Committee will evaluate and rank each Proposal with respect to the published selection criteria described under Paragraph 11.1. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Committee may discuss with selected Proposer, offers for cost adjustment and other elements of the Proposal. In conducting such discussions, other than the data read at the Proposal opening, the Evaluation Committee shall not disclose any information derived from the Proposals submitted by competing firms.
- 11.4. If the Evaluation Committee determines that it is unable to reach a satisfactory agreement with the first ranked Proposer, the Owner will terminate discussions with that Proposer. The Evaluation Committee will then proceed with negotiations with each successive Proposer as they appear in the order of ranking until an agreement is reached, or until the Evaluation Committee has rejected all Proposals. After termination of discussions with any Proposer, the Evaluation Committee will not resume discussions with Proposer.
- 11.5. Following Owner’s approval of the order of ranking of Proposers and Owner’s contract award action, the Proposers will be notified by electronic mail.
- 11.6. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.
- 11.7. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this proposal that a contract will be awarded to any Proposer.
- 11.8. The Owner agrees that if the Contract is awarded, it will be awarded to the Proposer offering the best value to San Jacinto Community College District.
- 11.9. The Owner is not bound to accept the lowest priced Proposal, if that Proposal is judged not to be the best value for SJCCD as determined by the Evaluation Committee.

DOCUMENT 00 42 13 PROPOSAL FORM**PART 1 - GENERAL**

This form shall be completed and submitted by all Offerors. Forms that are incomplete or illegible may be declared invalid.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ E-mail: _____

Submitted by: _____ Title: _____

PROJECT: CSP #25-01 Welcome Center Renovation, Building N6

TO: Board of Trustees
San Jacinto Community College District

We, the undersigned propose to enter into a Contract with the San Jacinto Community College District to provide all labor, materials, tools, equipment, bonds, insurance, permits, services and utilities necessary for the construction of this project in accordance with the Contract Documents, for the Stipulated sum(s) set forth in this Proposal.

We have carefully reviewed and understand Document 00 11 19, Request for Competitive Sealed Proposals and Document 00 21 16, Instructions to Proposers, the Drawings and Specifications, examined the site in detail, and have acquainted ourselves with the existing and anticipated conditions that might affect the Work, and accept the Drawings and Specifications as being satisfactory and adequate for the construction of the Work. The undersigned agrees to the following:

1. Hold Base Proposal open for acceptance for 45 days.
2. Accept right of Owner to reject any or all Proposals, to waive formalities and to accept a Proposal that the Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Base Proposal and accepted Alternates or Unit Price totals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of their knowledge, the Proposals have been arrived at independently, are submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

We understand that if our Proposal is accepted, a Contract will be prepared in accordance with the Construction Agreement between the San Jacinto Community College District and the Contractor as described in the Agreement Document 00 52 13. Also, we will successfully complete the Work, and provide insurance as required by these documents, Performance Bond and Labor and Material Payment Bond, each in the full amount of the Contract as stated in the Contract Documents. This Proposal includes the cost of insurance, bonds and the listed Allowances.

PART 2 - ADDENDA

We hereby acknowledge receipt of _____ (total number) Addenda for the project and have included their provisions in this Proposal.

PART 3 - COMPLETION

If awarded the Contract for Construction, we agree to begin work within _____ calendar days after written Notice to Proceed (NTP), and to **substantially complete all work by Date or within 90 calendar days after receipt of NTP.**

We acknowledge that liquidated damages in the amount of \$500 per day may be assessed if the Work is not substantially complete at the time of the agreed dates. Liquidated Damages are addressed in Section 6 of the General Conditions, Document 00 72 13.

Initials

Date

PART 4 - BASE PROPOSAL

Base Proposal is a not-to-exceed total of pricing submitted under the Line Items Tab through the IonWave e-Bidding system. Line Items Tab shall prevail in the case of any discrepancies between Proposal Form and Line Items.

\$ _____ \$ _____
(Amount written in words) (Amount in figures)

State the dollar value assigned within the Base Proposal for payment bond, performance bond, and permitting.

\$ _____

PART 5 - SUBCONTRACTORS

The Owner reserves the right to approve all subcontractors. A list of proposed subcontractors shall be submitted on Document 00 42 13.12 Proposal Supplement at the time of proposal submission. Subcontractor's Qualifications shall be submitted on Document 00 45 16.13 by the deadline established in the Proposed CSP Schedule in Document 00 11 19 in accordance with Subparagraph 6.1.1. of Instructions to Proposers.

SUPPLIER DIVERSITY REPORTING

San Jacinto College does not give preference to minority-owned or women-owned business in awarding of contracts. However, if awarded contractor utilizes a subcontractor(s) to fulfill the proposed requirements, contractor shall be required to track and report the amount paid to each subcontractor along with the subcontractor's supplier diversity classification. This information will only be used for the purpose of statistical tracking. The reportable classifications include:

- African American
- Asian Pacific American
- Caucasian
- Hispanic American
- Native American
- Small Business
- Veteran Owned
- Minority Owned
- Woman Owned
- LGBTQ
- Other / Non-disclosed

PART 6 – ALLOWANCES

Owner's Contingency - \$60,000

Permit - \$15,000

We acknowledge that all Allowances identified above are included in the Base Proposal, and that the dollar amounts of Allowances are unaffected by Alternates. Allowances are further defined in the Project Manual, Section 01 21 00.

Initials

Date

The undersigned certifies that the amounts contained in this Sealed Proposal have been carefully checked and are submitted as correct and final.

Company Name: _____

Signature: _____

Printed Name: _____

Position/Title: _____

Date: _____

DOCUMENT 00 42 13.12 PROPOSAL SUPPLEMENT

This form shall be completed and submitted by all Proposers at the time the proposal is submitted. It does not take the place of the Subcontractors Qualification Form, Document 00 45 16.13. Forms that are incomplete or illegible may be declared invalid.

Company Name: _____

Signature: _____

Printed Name: _____

Position/Title: _____

Date: _____

LIST OF PROPOSED SUBCONTRACTORS:

If awarded the contract for this project, the undersigned proposed to employ the following firms for the principal parts of the work as noted in each category line below:

SUB-CONTRACT WORK/TRADE	NAME OF SUB-CONTRACTORS
1. <u>Mechanical</u>	_____
2. <u>Electrical</u>	_____
3. <u>Plumbing</u>	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

All subcontractors must be listed.

The Owner reserves the right to approve all subcontractors. The signer of this document understands that a subcontractor may not be substituted without the written approval of the San Jacinto Community College District.

DOCUMENT 00 45 16 PROPOSER'S QUALIFICATIONS

Response to this Document 00 45 16 Proposer's Qualifications shall be a maximum of twenty (20) pages (numbered 1-20). Sections must be in order and clearly labeled. The Cover Sheet does not count toward maximum pages.

COVER SHEET

Include a cover page in the following format:

San Jacinto Community College District
CSP #25-01 Welcome Center Renovation, Building N6
Due August 13, 2024 by 2:00 p.m. Central Time

Firm Name
Authorized Representative Name
Principal Business Address
Principal Texas Business Address (if not the same)
Telephone and E-mail Address

SECTION 1 – GENERAL

1.1. Staffing Approach

- 1.1.1. Provide an organization chart that supports your staffing approach. Identify key personnel by name and title.

- 1.1.2. Provide resumes for proposed key personnel.

1.2. Management Plan

- 1.2.1. Describe your management plan and project methodology including discussion of the following:
 - a) Items you will address in pre-construction planning
 - b) Approach to site logistics and staging
 - c) Phasing and sequencing of work around existing campus operations
 - d) Proposed utilization of work forces in the evenings, weekends, holidays and summer breaks.
 - e) Safety strategies
 - f) Procurement
 - g) **Cost accounting and reporting (cost control system)**
 - h) **Document control system**
 - i) Management of Sub-contractors performing portions of the work.

- 1.2.2. Describe methods for coordinating submittals with the Architect/Engineer.

- 1.2.3. Describe how you will approach the development of a sequence of work.

- 1.2.4. Describe how you will develop a phasing solution that minimizes disruptions to the educational process and assure overall safety of students and staff.
- 1.2.5. Describe your team members' (prime and subcontractors) technology capability via the Internet using electronic mail and other web-enabled applications.
- 1.2.6. Describe whether or not your firm and sub-contractors have computer aided design systems. If you or your sub-contractors utilize CAD, describe if you will utilize those systems for preparation of and coordination of shop drawings.

1.3. Proposed Schedule

- 1.3.1. Provide a Critical-Path Method (CPM) schedule depicting how you anticipate substantially completing all Work. Milestone dates for each project phase should be included in the overall schedule. CPM schedule should show overlap of activities between any phases to demonstrate efficiency.

1.4. Prime-Contractor/Sub-Contractor Relationships

- 1.4.1. Provide a team organization chart depicting relationship between prime contractor and proposed subcontractors. Demonstrate clear ability and experience of the firm and PM to manage subcontractors. If the prime contractor is a joint venture or association of two or more firms, provide a clear explanation of the split of responsibilities. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.

SECTION 2 – HISTORY AND EXPERIENCE

- 2.1. Provide a brief history of the company and key officers, directors and employees. Stipulate how long the organization has been in continuous business and performing similar work included in this project. List other fully staffed offices or branches of the organization. List the names, titles and tenure with the organization of the key officers, directors and employees.
- 2.2. Provide a list of three (3) projects of similar size, scope, and complexity that include performance as the primary contractor or major subcontractor and are currently being performed or have been performed over the last five (5) years. These projects shall reflect work performed by proposed staff identified in Section 1.1. Staffing Approach. Define whether the work is being or was performed as the Prime contractor or as a Subcontractor. Provide the name of the firm's employee who managed the project. Include project name and address, project description (identify major elements of projects and/or unique features), project size, number of square feet, your firm's team and other key personnel involved in the project.

SECTION 3 – SAFETY

- 3.1. In bullet format, list your firm's Experience Modification Rate (EMR) for the three (3) most recent annual insurance-year ratings.
- 3.2. In bullet format, list your firm's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years.
- 3.3. Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks, and note the safety resources that the firm provides for each project's Safety program.

SECTION 4 – FINANCIAL

- 4.1. Provide details of any past or pending litigation or claims your firm may be involved in that may affect your performance under a Contract with the College. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. Please specify date(s), details, circumstances, and prospects for resolution.
- 4.2. Respond whether your organization has ever defaulted or failed to complete any work awarded or has ever paid liquidated damages or a penalty for failure to complete a contract on time. If so, stipulate where and why.
- 4.3. In bullet format, provide your firm's total bonding capacity, available bonding capacity, and current backlog.
- 4.4. Attach a letter of intent from a surety company indicating your firm's ability to bond for the entire cost of the project. The surety shall acknowledge that your firm may be bonded, at a minimum, for the amount of your Base Proposal as submitted in Document 00 42 13. This letter shall be submitted directly in the **Response Attachments tab** in IonWave.

SECTION 5 – REFERENCES

- 5.1. Provide Owner and Architect/Engineer references for each of the projects listed in Section 2.2. above. The reference listed must have direct knowledge of the firm's work on the project and be able to speak about the project's budget, schedule, completion, and quality of workmanship. Reference information shall be submitted directly in the **Attributes tab** in IonWave.
- 5.2. All references must include a valid email address. All references will be contacted by email. Evaluations will be based on responses received from references. It is advisable to notify your references ahead of time that a reference will be requested by email.

SECTION 6 – EXCEPTIONS TO TERMS AND CONDITIONS

An exception includes any addition, deletion, or other modification. Submit exceptions to terms and conditions as an attachment in the Response Attachment tab in IonWave as follows:

- 6.1. If you select Yes to “EXCEPTIONS TO TERMS AND CONDITIONS” under the Attributes tab, you must submit a written summary of each exception to this solicitation, including the scope, specifications, and/or sample contract, as applicable. The summary shall include supporting justification that clearly identifies the specific reference, page, section, and sub-section of the change, relevance of the change, the vendor’s rationale for the change, and benefit to the College for accepting the change for the submitted exceptions to be considered in the evaluation.
- 6.2. The College’s evaluation of submitted exceptions will address the quantity of exceptions, type of exceptions, and justification(s) for exceptions. Fewer exceptions and/or exceptions with a lower risk to the College, if accepted, will equate to a higher score.
- 6.3. Any exceptions not explicitly stated may not be considered during contract negotiations, if any. The submittal of exceptions to terms and conditions does not guarantee the College’s acceptance of exceptions. The College reserves the right to accept or reject any exceptions as necessary to negotiate a mutually beneficial contract.

PROJECT: CSP #25-01 Welcome Center Renovation, Building N6

**This Document shall be submitted by 2:00 PM on August 14, 2024 to
genevieve.scholes@sjcd.edu.**

Prime Contractor's Name: _____

Subcontractor's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Certified HUB / MWBE: Yes No *Classification: _____

* Reportable Classifications: African American, Native American, Hispanic American, Asian Pacific American, Caucasian, Woman Owned, Minority Owned, Veteran Owned, Small Business, LGBTQ, Other / Non-Disclosed

The following major Subcontractors and Suppliers are identified as members of the project team. In the order listed, prepare an individual submittal providing all information requested for each subcontractor supplier.

State the category of work/trade: _____

Have you previously worked together? Yes No

If yes, name project(s):

Volume of Work completed in last five (5) years (through December 31):

2023 \$ _____

2022 \$ _____

2021 \$ _____

2020 \$ _____

2019 \$ _____

List major construction projects this subcontractor has completed in the last five (5) years. Other projects of particular significance may also be listed, particularly if work was done under this Prime Contractor. Use the following format on a separate sheet:

- Name of Project, Location, Contract Amount, Percent Complete, Completion Date
- Owner Contact Name, Telephone Number, and E-mail Address
- Designer Contact Name, Telephone Number, and E-mail Address

CERTIFICATION

I hereby certify that all forgoing statements contained herein are true and correct

Company Name: _____

Signature: _____

Printed Name: _____

Position/Title: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

DOCUMENT 00 62 16 CERTIFICATE OF INSURANCE

The Contractor shall submit an insurance certificate evidencing proof of the following coverages:

1. Workers' Compensation
State: Texas – Statutory
Applicable Federal – Statutory
Employer's Liability
 \$1,000,000 per Accident
 \$1,000,000 per Disease, Policy Limit
 \$1,000,000 per Disease, Each Employee
2. Comprehensive or Commercial General Liability (including Premises – Operations, Independent Contractors; Products and Completed Operations, Broad Form Property Damage, Pollution and Blanket Contractual. X, C, U exclusions to be removed):
 - a. Bodily Injury and Property Damage Combined
 \$1,000,000 Each Occurrence
 \$1,000,000 Aggregate
 \$1,000,000 Aggregate per Project
 - b. Products and Completed Operations shall be maintained for at least one year after the expiration of the period for the correction of Work and certificates shall be filed annually with the Owner during this period of time.
 - c. Personal Injury, with Employee Exclusion deleted.
3. Business Auto Liability (including owned, non-owned and hired vehicles);
Combined Single Limits: \$1,000,000
4. Umbrella Liability Insurance:
 - a. Limits: One times Contract Sum subject to a maximum of \$25,000,000.
 - b. The Umbrella shall provide following form coverage over the workman's compensation, compensative general liability, and comprehensive automobile liability.
5. Builders Risk/Property Insurance
 - a. Limits: Contract Sum
 - b. Earlier of Permission to Occupy is granted or Date of Substantial Completion as approved by Owner.
 - c. Deductible shall be no greater than 1% of Contract with a maximum of \$50,000 unless otherwise approved by the Owner.
 - d. Coverage shall be provided on an "All Risk" form and shall include the perils of flood and windstorm with limits meeting the replacement cost value.
6. San Jacinto Community College District (SJCCD) shall be an Additional insured on all of the Contractor's insurance policies except for Worker's Compensation insurance. Provision shall be included for Waiver of Subrogation against SJCCD, except for any professional liability coverage and Worker's Compensation coverage.