COMPETITIVE SEALED PROPOSAL

Selection of a Contractor to Complete a Garden & Landscape Project on the Campus of Tyler Junior College

CSP No.: J2120-22-08

Issued June 30, 2022

Submittal Due Date: August 10, 2022 2:00 p.m.

Prepared By:
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**NOTICE:** ALL QUESTIONS RELATED TO THIS CSP ARE TO BE DIRECTED TO DANA BALLARD VIA E-MAIL TO dbal@tjc.edu. NO PHONE CALLS WILL BE ACCEPTED.
SECTION 1: INTRODUCTION

1.1 Description of Tyler Junior College

Tyler Junior College ("TJC") is located in Tyler, Texas. Since 1926, Tyler Junior College has been fulfilling three promises to its students and the Tyler area by providing a quality education, a vibrant student life and service to the community. Whatever course of study you choose, you will find quality instruction, caring faculty, support services designed to help you achieve your goals and a vibrant student life that is like none other at the two-year level. Through your studies and involvement in student organizations, you will come in contact with numerous opportunities for service learning, volunteerism and community assistance.

Tyler Junior College’s web page is located at http://www.tjc.edu/.

1.2 Objective of this Competitive Sealed Proposal

Tyler Junior College ("TJC") is soliciting fixed-cost proposals in response to this Competitive Sealed Proposal, CSP No. J2120-22-08 (this "CSP"), from qualified contractors to oversee and to provide the College with completion of a garden and landscape project (the "Services"). These Services are more specifically described in Section 4 (Scope of Work and related Civil and Landscape Drawings).

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 TJC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

TJC 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, TJC 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 September 2022.

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 voidance 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

TJC may, in its sole discretion, respond in writing to written inquiries concerning this CSP. Only TJC’s responses that are made by formal written Addenda will be binding on TJC. Any verbal responses, written interpretations or clarifications other than Addenda to this CSP will be without legal effect. All Addenda issued by TJC 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. 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 TJC’s website at http://www.tjc.edu/rip.

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 TJC.

TJC will select Contractor by using the competitive proposal process described in this Section. Any proposals that are not submitted/mailed by the Submittal Date or that are not accompanied by the number of completed and signed originals by this CSP can be
rejected by TJC as non-responsive due to material failure to comply with advertised specifications. After receipt of the proposals and upon completion of the initial review and evaluation of the proposals, TJC may invite one or more selected Proposers to participate in a demonstration. TJC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

TJC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, TJC may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, TJC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At TJC's sole option and discretion, TJC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, TJC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, TJC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, TJC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of TJC.

After submission of a proposal but before final selection of Contractor is made, TJC may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. TJC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. TJC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to TJC overall, as determined by TJC.

TJC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this CSP with one or more Proposers, (b) reject any and all Proposals and re-solicit for new Qualifications, or (c) reject any and all Proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of TJC. Proposer is hereby notified that TJC will maintain in its files concerning this CSP a written record of the basis upon which a selection, if any, is made by TJC.

1.7 **TJC’s Reservation of Rights/Unbalanced Proposal**

TJC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. TJC 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. TJC 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 TJC.

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 TJC 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 TJC has made no representation written or oral that one or more agreements with TJC will be awarded under this CSP; (2) TJC issues this CSP predicated on TJC’s anticipated requirements for the Services, and TJC has made no representation, written or oral, that any particular scope of services will actually be required by TJC; 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.) TJC 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 70th 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 TJC’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

TJC 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. TJC 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 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. TJC will be unable to execute and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.16 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 the Campus 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.

Campus 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.

1.17 **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 Tyler Junior 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.

1.18 **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.

1.19 **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.epis.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 TJC 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 TJC 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 TJC, TJC may terminate the Agreement, if awarded, for default by Bidder.

1.20 **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.)

1.21 **Domestic Preferences for Procurement and Buy American Provisions**

As appropriate and to the extent consistent with law, TJC 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.

1.22 **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.

1.23 **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.
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

TJC will accept fixed-cost proposals submitted in response to this CSP until 2:00 p.m., Central Standard Time, on **August 10, 2022**, in the Office of Campus Services (the “Submittal Deadline”). No ZIP files.

2.2 TJC Contact Person

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

Tyler Junior College  
Attn: Dana Ballard  
Director, Campus Services  
1327 South Baxter  
Tyler, Texas 75701  
903-510-3313  
dbal@tjc.edu

TJC specifically instructs all interested parties to restrict all contact and questions regarding this CSP to written communications forwarded to TJC Contact. TJC Contact must receive all questions or concerns no later than **July 19, 2022 at 10:00 A. M.** TJC will have a reasonable amount of time to respond to questions or concerns. It is TJC’s intent to respond to all appropriate questions and concerns; however, TJC 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 TJC’s website at** [http://www.tjc.edu/rfp](http://www.tjc.edu/rfp).

2.3 Criteria for Selection

The successful Proposer, if any, selected by TJC 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 TJC. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to TJC in terms of (1) ability to provide the requested services, and (2) total overall cost to TJC, 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 TJC 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 TJC in a contract for the Services.

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

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

Scoring Criteria:

2.3.1.1 Qualifications and reputation of the proposer……………….. (45%)
2.3.1.2 The proposed cost in providing required services……………… (35%)
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%)

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

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

3.2 Submission

Proposals must be received by TJC 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:

Tyler Junior College
Attn: Dana Ballard
Director, Campus Services
1327 South Baxter
Tyler, Texas 75701
903-510-3313
dbal@tjc.edu

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this CSP.
SECTION 4 - SCOPE OF WORK

Garden & Landscape Project

Drawings and specifications may be obtained online after June 30, 2022.

https://www.tjc.edu/rfp

Landscape Architect: Kevin Clark, Naud Burnett Design
10100 North Central Expressway, Suite 500
Dallas, Texas 75231
214-528-9014

Civil Engineer: Bryan Mahlke, The Brannon Corporation
1321 S. Broadway
Tyler, Texas 75701
903-597-2122

Do not email specific questions to the architect or engineer. Questions to be submitted per Section 2.2.

PROPOSAL REQUIREMENTS

GENERAL INFORMATION

1.1 Purpose

TJC 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 TJC.

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 Proponent 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 TJC.

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 TJC, at TJC’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 TJC makes no warranty or guarantee that an award will be made as a result of this CSP. TJC 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 TJC’s best interest. TJC 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 TJC, at TJC’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 TJC, in TJC’s sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Pricing/Quote

Proposer must submit a detailed fixed-cost proposal/quote of the requested services. Pricing/Quote must be broken out in Deliverable/Services Phases, along with the pricing of each Deliverable and/or Services. The Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery of services, labor, insurance, taxes, licenses, overhead, and profit, if any.

1.3.2 Addenda

Proposer should acknowledge all Addenda to this CSP (if any). It is the Proposer’s responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on TJC’s website at https://www.tjc.edu/rfp.
1.3.3 Submission

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.

Upon Proposer’s request and at Proposer’s expense, TJC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. TJC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

TJC 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 TJC. 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 TJC’s consent, which will be based on Proposer’s submittal of a written explanation and documentation evidencing a reason acceptable to TJC, in TJC’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 TJC 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 TJC as specified herein and that such intent is not contingent upon TJC’s acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.