



## **REQUEST FOR PROPOSAL: RFP# EOR-25RFP-2** **Re-Bid ETCOG Office Renovations 2025 RFP-2**

**David A. Cleveland, Executive Director, ETCOG**

**Brandy Brannon, Asst. Exec. Director**

### **RFP TIMELINE SCHEDULE** (dates/times subject to change)

**Bid Released** Friday, August 1, 2025

**Build-Site Walkthroughs** August 11<sup>th</sup> – 15<sup>th</sup>, 2025  
(mandatory)

**Questions Due** Monday, August 18, 2025

**Staff Responses Post** Thursday, August 21, 2025

**Access Link Deadline** Wednesday, August 27, 2025 (11:00 AM)

**Bids Due** Thursday, August 28, 2025 (11:00 AM)

All programs and employers under the auspices of ETCOG is in compliance with  
EO (29 CFR 38.25).

## **INTRODUCTION**

### **East Texas Council of Governments**

ETCOG was organized under state law for orderly planning and development of the East Texas Region. Currently, ETCOG serves a 14-county area including Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt and Wood Counties and its member Governments are comprised of counties, cities, school districts and special purpose districts. The ETCOG is designated as the Area Agency on Aging (AAA) under contract with the Health and Human Services Commission (HHSC) and operates a year-round Senior Nutrition Program, which provides daily nutritious hot or frozen lunchtime home-delivered meals and congregate meals (dining locations for meals, socialization, and public education) to residents who are sixty (60) years of age or older, spouses/caregivers in East Texas.

## **PURPOSE**

East Texas Council of Governments is seeking proposals from qualified contractors to provide remodeling services in the ETCOG building of roughly 2,860 square feet as operational and support space for the ETCOG Area Agency on Aging Division.

**PROPOSAL INFORMATION AND SCOPE of WORK****1.1 PROPOSAL INFORMATION**


- A. Bidder: \_\_\_\_\_
- B. Project Name: ETCOG AAA renovation
- C. Project Location; Kilgore, Texas
- D. Owner: East Texas Council of Governments
- E. Architect: Harris Craig Architects Inc.

**1.2 BASE SEALED PROPOSAL**

A. The undersigned, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Harris Craig Architects Inc. and Architect's consultants, having visited the site, an-being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above--named project according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

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

**TIME OF COMPLETION**

- A. If awarded this contract, the Undersigned hereby agrees to execute the work as follows:  Work can begin by **September 30, 2025** and be completed by \_\_\_\_\_ (insert date)  
Please note that ETCOG reserves the right to revise the start date, pending completion of current building project.

It is imperative that the contractor make efficient use of his time and workmen in the progress of the work to meet the completion dates listed above.

**SUBCONTRACTORS/SUPPLIERS** Proposers are required to supply a listing of the Subcontractors/Suppliers to be used in the construction of the ETCOG AAA remodeling project.

**BID & PERFORMANCE BOND (required)** A Bid & Performance Bond is required in the amount of 5% of the total proposed price and in the form of a certified or cashier's check or a bid bond issued by a surety licensed to do business in the State of Texas as guarantee the successful Proposer will enter into a proper contract and execute bonds and guaranties on the forms provided within ten (10) days after the date contract documents are received by the contractor.

**ITEMS TO BE PROVIDED BY SUCCESSFUL OFFEROR 5 DAYS FROM NOTICE OF INTENT TO  
AWARD**

- **Contract Signature Page.** Any resulting contract signed by an authorized company representative.
- **Insurance Certificates.** A copy of the insurance certificates with endorsements

**Please click on the link below to access the construction documents:**

**[ETCOG AAA Office Renovations](#)**

**CURRENT REFERENCES**

Please provide three (3) references from similar firms for whom your organization provided like services specific to this RFP, other than ETCOG, who can verify performance as a vendor/service is preferred. **NOTE:** Inaccurate, obsolete, or negative responses may result in rejection of quote

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ St/Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
# of years contracted: \_\_\_\_\_  
Service Description: \_\_\_\_\_  
\_\_\_\_\_
2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ St/Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
# of years contracted: \_\_\_\_\_  
Service Description: \_\_\_\_\_  
\_\_\_\_\_
3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ St/Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_ Email: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
# of years contracted: \_\_\_\_\_  
Service Description: \_\_\_\_\_  
\_\_\_\_\_

## REQUIRED SUBMISSION DOCUMENTATION

**Bid proposals/submissions are to include the following:**

- 1) References (p. 4); (return with submission)
- 2) Appendix I & Conflict of Interest form - signed; (return attachment with submission)
- 3) Appendix II - signed; (return attachment with submission)
- 4) TxDot, PTN-130 form; (return attachment with submission)
- 5) Signed 'Affirmation & Signature' (p. 11); (**must** return with submission) and,
- 6) All pages requiring initials, checkmarks, and/or signatures if not indicated above.

**Attention:** It is understood failure to provide the above items with a submitted proposal will diminish award consideration and ETCOG has the right to mark the proposal as non-compliant and treat it as a no-bid at their sole discretion.

**Note:** Only Proposals submitted with all the required documentation/response on this page shall be considered for award in conjunction with the Evaluation Criterion, (p. 9).

## REQUIRED BUILD SITE WALK-THROUGH

Proposers are required to schedule a mandatory pre-bid site walk-through with Facility Manager, Jonathan Hunt. (The mandatory walk through is only required for proposers who did NOT conduct a walkthrough for the original RFP bid.) The 'Build-Site Walk-through' will take place on-site at ETCOG's main building, located at 3800 Stone Road, Kilgore, Texas on **Monday, August 11<sup>th</sup> – Friday, August 15<sup>th</sup>** by appointment. Please call Jonathan Hunt at 903-331-2350 to schedule your walk-through only, all other calls regarding the Request for Proposal must be directed to Christine Weems at [christine.weems@etcog.org](mailto:christine.weems@etcog.org) or contact by phone at 903-218-6479.

**Note:** Proposals received from any proposer who did not attend the required walkthrough will not be accepted. No exceptions.

## HARD COPY BID SUBMISSION

**Hardcopy bid submissions** must be clearly identified on the outermost return envelope or packaging and must be received by the bid submission date/time of **11:00 A.M., Thursday, August 28, 2025**, regardless of if by mail, courier/delivery services, or hand delivered, at:

**East Texas Council of Governments (ETCOG)**  
**Attn: Christine Weems, Strategic Procurement Mgr.**  
**3800 Stone Road, Kilgore, TX 75662**

**Write: Company Name, RFP# EOR-25RFP-2, Thursday, August 28, 2025, in bottom left-hand corner of the outermost Return Envelope/Package**

**NOTE:** **Emailed, telephone, & facsimile bid submissions are not allowed in response to this RFP.**

1. Proposers are to submit one (1) hardcopy marked 'Original' along with (4) four additional copies

marked 'Copy' and submit one (1) electronic copy of proposal to include all related documentation. Please do not use 3-ring binders.

2. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. At least an eleven (11pt) point font of Calibri, Ariel, or Times New Roman is acceptable and must be legible.
3. It is the Proposer's sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP proposal(s) with all required exhibits and materials to the designated location on or before the published submittal deadline.
4. ETCOG will not bear liability for any costs incurred in the preparation and submission of submissions in response to this RFP.
5. RFP submission deadline *time* will be determined by the ETCOG lobby clock.
6. If submitting more than one property to be considered, each property submission should be placed in a separate envelope and clearly identified with the RFP number, submittal deadline/opening date and time, as referenced on previous page.
7. Courier or delivery services may not deliver directly to the specified location; therefore, it is strongly recommended:
  - Proposers allow sufficient time for delivery of a hard copy proposal prior to the published deadline date/time to the location specified.
  - Proposers understand that failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.
8. It is the Proposer's sole responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the RFP Opening and said addenda or additional materials will not be accepted past the RFP submission deadline date and time.

## **DIGITAL BID SUBMISSION OPTION**

### **Upload Requirements/Instructions**

1. Proposers must **email** Christine Weems at [christine.weems@etcog.org](mailto:christine.weems@etcog.org) to request an 'Access Link' by **11:00 A.M., Wednesday, August 27, 2025**, if not sooner, to receive digital upload purposes.
2. Access code requests by phone, voicemail, or past the noted deadline date/time above will not be accepted, **no exceptions**.
3. It is the Proposer's sole responsibility to upload their RFP proposal digitally with all required exhibits and materials by referenced '**RFP Submission Due' deadline date/time (p. 1)**, if not sooner.

## **RFP RETRIEVAL**

The RFP document, related appendix, RFP bid updates, and any additional RFP information or amendments throughout the bid process will be posted as warranted on the ETCOG website and may be retrieved by clicking on the 'ETCOG Office Renovations 2025 RFP-2' link at <https://www.etcog.org/procurements> or request by emailing Christine Weems at: [christine.weems@etcog.org](mailto:christine.weems@etcog.org). Please note, it is the Proposer's sole responsibility to stay informed of any RFP changes/updates.

## **PROPOSER COMMUNICATION**

There is to be no communication allowed, in any form, between ETCOG and their representatives, other than conducting daily business unrelated to this RFP procurement, during the entirety of the RFP process. Failure to follow this directive will result in rejection of Proposer participation and/or submitted RFP proposal.

## **QUESTION/RESPONSES**

**Proposer Questions:** Proposer questions concerning this RFP are due **Monday, August 18, 2025**, if not sooner, and must be emailed to Christine Weems, Facilitator at: [christine.weems@etcog.org](mailto:christine.weems@etcog.org) and no one else.

**Staff Responses:** Proposers must go online at <http://www.etcog.org/procurements> and click on 'ETCOG Office Renovations 2025 RFP-2' to retrieve responses to all questions asked, no earlier than **Thursday, August 21, 2025, 5:00 PM (CST)**.

**NOTE:** Other than the above opportunity and unrelated daily business, there is to be no communication between Proposers and ETCOG staff or representatives during an active RFP process to ensure fair and open competition for all potential Proposers. To willingly do so may result in the disqualification of a Proposer for non-compliance of RFP restrictions.

## **RFP RETRIEVAL**

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the ETCOG website and may be retrieved by clicking on "**ETCOG Office Renovations 2025 RFP-2**" at <http://www.etcog.org/procurements> or request by emailing to Christine Weems at: [christine.weems@etcog.org](mailto:christine.weems@etcog.org).

## HUB BEST PRACTICES

ETCOG shall ensure that small, minority, disadvantaged, and women's businesses are considered as sources for acquisitions whenever possible.

The proposer is encouraged to make a good faith effort to consider DBEs and HUBs when subcontracting.

Some methods for locating DBEs and HUBs include:

- Choosing the HUB/DBE organization in the case of tie proposals;
- Soliciting these businesses whenever they are potential sources.
- When economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
- If the requirement permits, establishing delivery schedules that will encourage small, Minority, disadvantaged, and women's businesses to participate; and
- Using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Proposer is encouraged to make a good faith effort to consider HUBs and DBEs when subcontracting. Some methods for locating these businesses include:

- Utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.
- Utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce.
- Advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs and DBEs.
- Encouraging eligible agencies to gain HUB or DBE certifications by providing all applicable information to do so.

## PROPOSAL OPENING

ETCOG reserves the right to a closed RFP process for bid submission review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG and programs served as well as ensure the best competitive edge for all parties, and in accordance to [Texas Local Government Code](#):

*Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR SUBMISSIONS.* Bid submissions will be received until the deadline date/time as referenced under 'RFP Timeline Schedule. p. 1', and public attendance is allowed. However, only the names of submitting Proposers will be read and disclosed if received by the deadline date/time.

1. All bid submissions become the property of ETCOG after the RFP deadline/opening date.
2. Responses submitted shall constitute an offer for a period of one hundred eighty (180) calendar days or until a preferred selection for award is approved by ETCOG, whichever comes first.



3. All programs and employers under the auspices of ETCOG are following EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

## PROPOSAL EVALUATION & AWARD

A composite grade will be given for the following chart criteria of 0-100. Proposals will be scored numerically and ranked from 'highest to lowest' and the number of proposals selected for consideration to be at the sole discretion of ETCOG. Submitted proposals will be reviewed for but not limited to the following criteria

| CRITERIA TABLE  | POINTS     |
|---|------------|
| Price   | 50         |
| Offeror's Qualifications, Experience and Past Performance | 20         |
| Quality of Submittal                                      | 20         |
| Completion timeframe                                      | 10         |
| <b>TOTAL</b>  | <b>100</b> |

**NOTE:** A minimum of **seventy-five (75) points** overall and the noted minimum of points **must** be achieved for each criterion above for proposal to be considered for award, **no exceptions**.

## PROPOSAL REVIEW TERMS

1. Proposal submissions will be reviewed by ETCOG staff to determine if proposal meets program needs and if requested information and required documentation as identified throughout the RFP document has been returned with submitted proposal.
2. ETCOG reserves the right to contact any source regarding, but not limited to, vendor reputation, product/service quality, work history, and/or past performance to evaluate/award the bid submission(s) that best meet ETCOG program needs, and clients served.
3. The evaluation team's preferred proposal will be presented to governing bodies as a recommendation for award so the governing body(s) may make a final award decision.
4. Proposal must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.

## PROPOSAL AWARD TERMS

1. **ETCOG will select only one proposer to perform the services.**
2. ETCOG reserves the right to ask questions, request additional information or clarifications, hold individual interviews at any given time throughout the evaluation and negotiation process to determine the proposal which best meets the procurement needs being sought to the best benefit

of ETCOG and programs served.

3. ETCOG reserves the right to allow corrections of non-material errors or omissions at ETCOG's sole discretion.
4. Submission of a proposal indicates Proposer's acceptance of the evaluation and award process and is in agreement the evaluation team may make subjective judgments in evaluating the proposals to determine best value to best benefit ETCOG and programs served.
5. ETCOG reserves the right to accept or reject any bid proposal received, as well as cancel the RFP in its entirety at any time during the bid process, without notice or explanation, which may result due to unforeseen irregularities, low response, or procurement needs not being met by submitted proposals.
6. ETCOG may modify or waive any provisions set forth in this RFP for any reason and all herein mentioned without notice to anyone if deemed in the best interest of ETCOG and programs served.
7. ETCOG reserves the right to negotiate the final terms of any potential contract or service agreement resulting from this RFP to include but not limited to the RFP document, Proposer(s) submitted proposal, and the RFP exhibits and Appendices I & II, i.e., 'ETCOG General Terms & Conditions,' and the 'Essential Clauses and Certifications' pages requiring signatures, all acting as binding documents to said contract or service agreement.
8. ETCOG reserves the right, should contract negotiations fail, to enter negotiations with the next highest ranked Proposer with a proposal considered best to meet program needs, and may continue in like manner until successful negotiations have been reached. Furthermore, although ETCOG has the right to negotiate with the next highest ranked Proposer, it is not required to do so and may re-procure or cancel the RFP at ETCOG's sole discretion.
9. Proposer shall indemnify and hold harmless ETCOG, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with the contract, by use of any improper material, or by any act or omission of the contractor or his subcontractor, agents, servants, or employees.
10. Execution of any resulting contract or service agreement is required prior to processing any payments to the successful Proposer.
11. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to ETCOG's Executive Director within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.

## PATENTS or COPYRIGHTS

The proposer agrees to protect ETCOG from claims involving infringement of patent or copyrights, if warranted.

## PROPOSER COMPLIANCE

Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. Proposers will be prepared to provide satisfactory proof of compliance if requested

## PROPOSAL AWARD NOTIFICATION

1. It is expected an award will be made on **September 4, 2025**. (date subject to change)
2. Upon award notification all Proposers who responded to this RFP will be contacted.

## CONTRACT TERMS AND CONDITIONS

- A. Term – Any contract resulting from this RFP is good for this project only
- B. Indemnification – It is understood that any resulting contract executed will contain the following language:

*It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend ETCOG, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of ETCOG, any other party indemnified hereunder, the Firm, or any third party.*

- C. Release – It is understood that any resulting contract executed will contain the following language:

*The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges ETCOG, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or about the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or*

*in part by the negligence of ETCOG, any other party released hereunder, the firm, or any third party.*

- D. Change Management – It is understood that any resulting contract executed will contain the following language:

*Should there be a change in ownership or management, the contract shall be canceled unless an agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.*

- E. Contract Termination – Any contract resulting from this RFP is subject to terminate due to:

1. Violation of any provision of the agreement.
2. Repeated instances of failing to respond in a timely manner to ETCOG complaints, issues or questions.
3. Failing to make adequate arrangements for an emergency call.
4. The repeated occurrence of undesirable practices.

Such termination is in addition to and not in lieu of any other remedies that ETCOG may have in law or equity. Proposer, in submitting this proposal, agrees ETCOG shall not be liable to prosecution for damages in the event ETCOG declares the proposer in default.

## **CONTRACT PAYMENT METHOD**

Payment terms are NET 30 upon receipt of invoice by email to [a.p@etcog.org](mailto:a.p@etcog.org) , attention Accounts Payable, ETCOG Financial Services

**SIGNATURE PAGE**

Proposer affirms understanding and acknowledgement of all referenced bid and program requirement contained within the RFP document; Appendix I - ETCOG Terms and Conditions/Conflict of Interest Questionnaire (CIQ) form; Appendix II - Essential Clauses & Certifications; TxDot PTN130, Attachments and any Exhibits (if provided) are explicit to this bidding procurement and Proposer must return any and all such pages requiring action, signatures, or checkmarks from the RFP document, Appendices, and Attachments with any submitted bid proposal. Proposer further understands and acknowledges making a false statement or proclamation of compliance is a material breach and any subsequent award of product/equipment purchase(s), offered services, and/or contract/service agreement is grounds for award cancellation.

**SIGNATURE**

The undersigned individual hereby certifies and warrants that he/she has been fully authorized to execute this proposal/bid submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

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Company/Provider Name

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Phone Number

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Signature

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Date

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Printed Name and Title of Authorized Representative

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Email

**IMPORTANT:** Proposer must return this page fully executed and complete with proper signatures and signature dates for current/active RFP or the submitted proposal will be marked 'Rejected/No Bid' due to non-compliance.