

City of Killeen

Purchasing

Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

PROPOSAL DOCUMENT REPORT

BID No. 23-30

Skylark Airfield Hangar Door Replacement

RESPONSE DEADLINE: April 26, 2023 at 3:00 pm Report Generated: Wednesday, April 26, 2023

NNAC Inc. Proposal

CONTACT INFORMATION

Company:

NNAC Inc.

Email:

michael.fry@nnacinc.com

Contact:

Michael Fry

Address:

3106 S. WS Young Drive Ste C303 Killeen, TX 76542

Phone:

N/A

Website:

https://www.nnacinc.com/

Submission Date:

Apr 26, 2023 12:13 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 26, 2023 11:25 AM by Diane Slape

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

• Conflict of Interest Questi...

 $NNACInc_Conflict_of_Interest_Question naire.pdf$

2. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

3. Acknowledgement – "Boycott Israel*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or 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.

Confirmed

4. Acknowledgement - "Boycott Energy Companies"*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

5. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

6. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal

Skylark Airfield Hangar Door Replacement

antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

7. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Minimum Qualifications*

Do you have experience installing Hangar doors?

Yes

9. What was the company's first year of business operation?*

2009

10. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

11. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?*

No

12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

13. Does any City of Killeen employee or official have any financial or other interest in your company?*

No

14. Confirmation of Acceptance*

By submitting the proposal hereon affixed, the respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Confirmed

15. References*

Please download the below documents, complete, and upload.

• References.pdf

References_NNAC_Inc..pdf

16. Can service be accomplished as specified in the specifications?*

Yes

17. Bidders must certify that they understand the turnaround delivery requirements of the bid and are capable of meeting those deadlines.*

Yes

18. When can service commence after award (number of days)?*

80

19. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Michael Fry - Project Manager

3106 South WS Young Drive, Ste C303, Killeen TX 76542

michael.fry@nnacinc.com

254-392-9507

20. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

21. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

N/A

22. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

YES

23. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Hub International

Adam Babcock

adam.babcock@hubinternational.com

(206) 287-0059

24. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

No

25. List the most recent services that you have had with other public agencies, if any, and/or other customers (up to five) that are same/similar to this project.*

City of Killeen Skylark Field project 2019

DOD-JBSA Hangar 16 project 2017

DOD-Ft Hood Non-Appropriated Funds Shooting Range 2018

26. Proposal Requirements*

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents? Yes

27. Contract Execution, Payment Bond, Performance Bond, and Certificate(s) of Insurance*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond and Certificate(s) of Insurance to the City of Killeen so that it is received within **15 days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

Confirmed

28. Proposal Documents*

Please Upload your COMPLETE Proposal here.

NNAC Proposal Bid 23-30.pdf

See below information regarding when it is necessary to complete and submit this form.

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.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
National Native American Construction, Inc dba NNAC, Inc.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	quires that you file an updated s day after the date on which
Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer Describe each employment or other business relationship with the local government officer as described by Scotion 175 002(5)(0). Also the local government officer as described by Scotion 175 002(5)(0).	
Complete subparts A and B for each employment or business relationship described. Attach CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor? Yes N/A No	
B. Is the vendor receiving or likely to receive taxable income, other than investment i of the local government officer or a family member of the officer AND the taxable in local governmental entity? Yes N/A No	ncome, from or at the direction come is not received from the
Describe each employment or business relationship that the vendor named in Section 1 ma other business entity with respect to which the local government officer serves as an off ownership interest of one percent or more.	intains with a corporation or ficer or director, or holds an
N/A Check this box if the veneor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00	f the officer one or more gifts 3(a-1).
3/9/2023	3
Signature of vendor doing business with the governmental entity Dat	

REFERENCES

Please provide three references:

provide times references.
Reference No. 1
Company Name Lone Star Grading & Materials
Address 6571 Elm Grove Rd, Belton, TX 76513
Type of Business Excavating
Contact Person Chad Kiphart
Email Address chad.kiphart@lonestargrading.com
Telephone and Fax #'s 254-947-0149
Date and Type of Service(s) Providedvarious dates - Site Work, Exterior Improvements
Reference No. 2
Company Name CWS Services
Address 199 Lonely Oaks, Killeen, TX 76542
Type of Business Electrical & Mechanical
Contact Person Bobby Chaney
Email Address bobby.chaney@yahoo.com
Telephone and Fax #'s 254-616-5990
Date and Type of Service(s) Provided various dates - Electrical / HVAC
Reference No. 3
Company Name Centerline Welding
Address P.O. Box 352, Salado, TX 76571
Type of Business Steel Erector
Contact Person Curtis Howard
Email Address curtis@centerlinewelding.com
Telephone and Fax #'s 254-947-5566
Date and Type of Service(s) Provided various dates - Welding, Structural Steel Erection

Skylark Airfield Hangar Door Replacement

RFP No 23-30

PROPOSAL DOCUMENTATION



CONSTRUCTION

Submitted by:

National Native American Construction, INC. (NNAC)

Luke Lettau – Vice President luke@nnacinc.com

3106 S. WS Young Dr, Ste C303 Killeen, TX 76542

Unique Entity ID: YS56YNBE3N81

CAGE: 5JYY7

www.nnacinc.com 254-213-1024



Submitted to:

City of Killeen **Purchasing Division**

802 N. 2nd St, Bldg E, 2nd Fl, Rm 215 Killeen, TX 76541

Via

https://procurement.opengov.com/portal/killeentexas

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, the solicitation is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.



Table of Contents

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TAB 1.	Bid Form	ĺ

TAB 1. Bid Form

Description	ı	Unit Cost	Comments
Mobilization	\$	37,111.08	General Conditions, Bonding, Insurance
Labor (Demo/Removal)	\$	3,750.00	Remove Doors, sawcut and remove concrete and door guide
Labor (Installation)	\$	23,400.00	
Disposal Fee	\$	1,800.00	
Hangar Door (Horton Stack) / FOLD TITE	\$	29,145.06	FolwTite Systems, Inc.
Other Materials (please list other materials in tab 2)	\$	3,300.00	Steel + Equipment Rental
Total Base Bid	\$	98,506.14	
(Insulated panels) Add ALT #1	\$	4,911.40	Add Insulation to Stack Doors
(Installation of 3'0" metal door) Add ALT #2	\$	688.80	Door in leaf of stack door
(Replacing bottom surface mounted rail with recessed Rail) Add ALT #3	\$	6,234.00	Replace existing guide to embed

A column is provided for bidder's comments (availability, exception, etc.)

Prices shall include all fees (including all environmental, fuel surcharge and delivery fees). No other itemized charges shall be listed for each item.

Estimated Project Timeline from Notice of Award:		
# of Days for procurement of materials:	80	
# of Days for demo of existing door:	10	
# of Days for construction:	30	
Total Days for Project:	120	

Project Summary:

Replace current hangar door (manual opening Horton Stack door) with new FOLD TITE® horizontal sliding door or similar style. The replacement of all structural steel and any other items required for this new door to operate per manufacturers specifications and meet all safety, code, and engineering requirements.

Bond No.: 8	300147441							
Р	AYMENT BOND	DATE BOND EXECUTED (Mu contract)	st be same or late	r than date of	OMB Con	troi N	umber:	9000-0045
(See	instructions on reverse)	////	9, 2023		Expiration	ı Date	: 8/31/20)25
1995, You do not r 9000-0045, We es	on Act Statement - This information collect need to answer these questions unless we timate that It will take 1 hour to read the ins ducing this burden, or any other aspects of ngton, DC 20405.	ion meets the requirements of 44 t display a valid Office of Manageme structions, gather the facts, and ans	JSC § 3507, as an ant and Budget (O	MB) control nu Send only co	mber. The OM	B control	I number for t	his collection is
PRINCIPAL (Legal	name and business address)			TYPE OF OR	GANIZATION ('X" one)		
National Nat	ive American Construction, I	nc.		INDIVIDU		RTNER		OINT VENTUR
3901 N. Sch	reiber Way			CORPOR	TATION []O	THER (S	pecify)	
Coeur d'Alene	e, ID 83815			STATE OF IN	CORPORATIO	И		
SURFTY(IES) (Nar	me(s) and business address(es))				DENAI	SIMO	OF BOND	
	• •			MILLION(S)	THOUSAND			CENTS
•	cialty Insurance Company				110	(0,	340	34
• •	/ 169 North, Suite 800			CONTRACT D		ONTRAC	T NUMBER]34
Plymouth, MN	l 55441						23-3	0
				5/15/2	023			
liability is the fu CONDITIONS The above oblig subcontractor of	erally with the Principal, for the pa ill amount of the penal sum. S: gation is void if the Principal prom of the Principal for furnishing labor ized modifications of the contract	nptly makes payment to all r, material or both in the pro	persons havin	g a direct re le work prov	lationship w	ith the	Principal d	or a fied above,
The Principal a	nd Surety(ies) executed this payn	nent bond and affixed their	seals on the a	above date.				
National Nativ	e American Construction Inc	. PRINCIPA	AL					
SIGNATURE(S)	1. (Sea	2.	(Seal)			(Seal)	Col	rporate
NAME(S) & TITLE(S) (Typed)	¹ ·Luke Lettau Vice President	2.	3.				,	Seal
	T ₄	INDIVIDUAL SUR				7000		******
SIGNATURE(S)	1.	(Seal)	2.					(Seal
NAME(S) (Typed)	1.		2.					

CORPORATE SURETY(IES)

ny STATE OF INCORPORATION

2.

2.

NY

.Melissa Wolf

NAME & ADDRESS

SIGNATURE(S)

SURETY A

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800, Plymouth, MN 55441

LIABILITY LIMIT

\$110,340.34

		CORPOR	ATE SURETY(IES) (Continued)			
ď	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT		
	SIGNATURE(S)	1.	2.			
3	NAME(S) & TITLE(S) (Typed)	1.	2.		_ Seal	
-	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$		
	SIGNATURE(S)	1.	2.		Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1.	2.			
	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT		
-	SIGNATURE(S)	1.	2.		Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1.	2		Seal	
	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT		
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	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT		
	SIGNATURE(S)	1.	2.		Corporate Seal	
- "	NAME(S) & TITLE(S) (Typed)	1.	2.		Ocai	
	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$		
	SIGNATURE(S)	1	2.		Corporate Seal	
	NAME(S) & TITLE(S) (Typed)	1.	2.			

INSTRUCTIONS Premium Rate Per Thousand (\$) 12.00 Premium: \$1,324.00

- 1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
- 2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- 3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
- (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- 5. Type the name and title of each person signing this bond in the space provided.



Power of Attorney

Surety Bond No: 800147441

Principal: National Native American Construction, Inc. Obligee: City of Killeen, Purchasing Division

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Melissa Wolf, each individually if there be more than one named, its true and lawful Attorney-in -Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

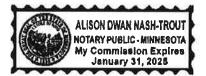
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY В

Paul J. Brehm, Senior Vice Presiden

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworm, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of May, 2023



Christopher V. Jerry, Secretary