HOUSING AUTHORITY
of the City of Beaumont, Texas

INVITATION FOR BIDS
IFB NO. 16-004

The Housing Authority of the City of Beaumont (HACB) hereby solicits bids from contractors offering to repair and replace metal handrails, wood handrails and structural steel components on stairs and landings at Tracewood I located at 4075 Arthur Lane and Tracewood II located at 4935 Concord Road, Beaumont, TX in accordance with the Construction Documents stated herein.

Any prospective bidder desiring any explanation or interpretation of the solicitation may request it at a pre-bid meeting on **August 2, 2016 beginning at 10:00 AM at the Beaumont Housing Authority Administration Office**, which is located at *1890 Laurel, Beaumont, TX 77701*. Prospective Bidders will have the opportunity to ask questions at that meeting or in writing by email to Tammy Shelton, Beaumont Housing Authority, 1890 Laurel, Beaumont, TX 777010 or (sheltonta@bmtha.org) or by regular mail at the address above. Any information given to a prospective bidder concerning this solicitation will be furnished to all interested parties who are present at the pre-bid meeting on August 2, 2016 or will be answered in writing and posted to our web site at www.bmtha.org. The bids must be enclosed in a sealed envelope and labeled as follows:

BID OFFERING FOR STAIR AND LANDING RENOVATIONS TO BEAUMONT HOUSING AUTHORITY TRACEWOOD HOMES I & II

Vendor Name

INVITATION FOR BID NO. 16-004

DATE AND TIME THE BID IS DUE:

August 18, 2016, 2:00 PM

ALL BIDS MUST BE ADDRESSED TO:
Housing Authority of the City of Beaumont, Texas
Attention: Procurement / Finance
1890 Laurel
Beaumont, TX 77701

The bids must reach the HACB no later than **2:00 p.m. (local time) on August 18, 2016**. Bids received after the deadline will be rejected.

All bids received prior to the deadline shall be opened publicly and read aloud in the Boardroom of the HACB at 2:10 PM, August 18, 2016. NO COMMITMENT WILL BE MADE TO ANY BIDDER AT THE BID OPENING.

The bids received prior to the deadline will be evaluated according to the evaluation criteria outlined in the HACB Procurement Policy and the contract will be awarded to the overall lowest, responsive and responsible bidder who meets the requirements of this Invitation for Bids.

Bids may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids without the consent of the Owner.

The HACB reserves the right to waive any informality and to reject any and all bids.

7-21-16
Date

Robert L. Reyna
Executive Director

HOUSING AUTHORITY
of the City of Beaumont, Texas

IFB# 16-004

Tracewood I
4075 Arthur Lane
Beaumont, TX 77708

Tracewood II
4935 Concord Rd
Beaumont, TX 77708

Repairs & Renovations to Metal Stairs & Landings

1st Solicitation	07/24/2016
2nd Solicitation	07/27/2016
Pre-Bid Meeting	08/02/2016, 10:00am
Bid Due Date	08/18/2016, 2:00pm
Bid Reading	08/18/2016, 2:10pm
Estimated Award Date	08/25/2016

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ATTACHMENTS

Attachment A:	Contractor's and/or Bidders Information, Fact Sheet and Questionnaire (IFSQ)
Attachment B:	M/WBE Participation
Attachment C:	HUD-Form 5369 Instructions to Bidders for Contracts Public and Indian Housing Programs
Attachment D:	HUD-Form 5369 A Representations, Certifications, Statements of Bidders
Attachment E:	HUD-Form 5370 General Conditions for Construction Contracts
Attachment F:	HUD-Form 2992 Certification Regarding Debarment & Suspension
Attachment G:	CIQ – Conflict of Interest Questionnaire
Attachment F:	General Information and Wage Requirement Forms

1.0 PROFILE OF THE HOUSING AUTHORITY OF THE CITY OF BEAUMONT

The HACB is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary and affordable housing to low income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). The HACB is a Public Housing Agency.

The property of the HACB is used for essential public and governmental purposes. The HACB and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.

The HACB enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.

The HACB maintains contractual arrangements with the U.S. Department of Housing & Urban Development (HUD) to manage and operate its low rent public housing program and administers the Section 8 Housing Assistance Payments Programs. The HACB programs are federally funded along with low rent public housing funds, development grants and rental income.

2.0 SCOPE OF WORK

Contractor shall provide all materials, labor, tools, fuel, equipment and maintenance of equipment, permits, and other items necessary to complete the work as stated herein. Perform repairs and renovations on metal stairs and landings at Tracewood I and Tracewood II properties.

3.0 GENERAL REQUIREMENTS

3.1 References

Contractor shall submit three (3) business references with contact person and telephone number. References shall be of owners of properties for work similar in size, type and scope to that described herein.

3.2 Qualifications

The selected contractor(s) must have 1-year minimum experience in commercial repairs of stairs and landings.

3.3 Contractor Identification

Contractor's staff must wear identification badges or uniforms for identification as employees of the contractor while performing the described services.

3.4 Security Clearance

Proper security policies & procedures will be observed.

3.5 Safety

The Contractor shall be completely familiar with, and shall enforce all City of Beaumont, State of Texas and Federal OSHA regulations and requirements as applicable for services performed under this Contract.

Contractor shall observe all safety precautions as not to damage or endanger tenants, employees, property or the public in general.

3.6 The bids submitted must remain open for a period of 90 days from the date of the opening of bids.

3.7 The bid prices shall be included in the bid. All prices shall be on a firm fixed price and are not subject to adjustment based on costs incurred.

3.8 All blanks in the bid package must be completed and the bid must be signed by the authorized representative.

3.9 Bids must be made in the form provided in the bid package.

3.10 Contractor shall only take directions from the HACB Contract Administrator or his designee. If the contractor's actions cause an unapproved increase to the contract price, the contractor will be solely responsible for such an increase.

3.11 The HACB reserves the right to accept or reject any item or combination of items.

3.12 The HACB by written notice to the Contractor, at anytime during the term of the contract, may add or delete like or similar locations and/or services to the list of locations and/or services to be performed.

3.13 The HACB will only make payments to the contractor after completion and acceptance of all or any of the work by authorized HACB staff.

3.0 TRADE NAMES, CATALOGUE REFERENCES, STOCK OR PART NUMBERS, ETC.

Wherever in the specifications any materials or processes are indicated or specified by a patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words "or equivalent", if not so stated in the specifications herein.

The burden of proof shall rest with the bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified.

The HACB shall be the sole judge as to whether item(s) bid are equivalent to those specified.

4.0 CORRESPONDENCE

5.1 Requests for additional information related to this IFB shall be made in writing and directed to the HACB Purchasing Dept. and must be requested at least seven (7) calendar days before the scheduled IFB due date or at the pre-bid meeting. This will allow issuance of any necessary amendment to the IFB.

5.2 Any interpretation affecting all bidders made prior to the bid due date will be issued in the form of an amendment and published on the web site at www.bmtha.org. The HACB will not be bound by or responsible for any other explanations or interpretations of this IFB package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon the HACB or HACB representatives.

6.0 EVALUATION CRITERIA

The HACB will evaluate bids in response to this solicitation without discussion and will award the contract to the lowest most responsive and responsible bidder whose bid conforming to the solicitation will be the most advantageous to the HACB, considering only the price and price related factors specified in the solicitation. The HACB reserves the right to reject any and all bids.

The responsibility of the bidder will be determined by considering such matters as the bidder's integrity, compliance with public policy, record of past performance, financial and technical resources and the ability to perform successfully and timely.

Responsiveness will be determined if the bidder's bid meets the requirements of this Invitation for Bids.

NON PERFORMANCE: SUBSTANDARD SERVICE OR QUALITY WILL BE GROUNDS FOR TERMINATION OF THE CONTRACT.

7.0 SUBCONTRACT

Contractor shall not have the right to subcontract in whole or in part the service called for by this specification, unless approved in writing by HACB.

8.0 PERMITS, CERTIFICATES, AND LICENSES

The contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of the work specified.

9.0 AVAILABILITY OF RECORDS

The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the HACB, the City of Beaumont, and any duly authorized representatives of each, shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like, of the firm(s) office or firm, which shall relate to the performance of the services to be provided.

10.0 STANDARDS OF CONDUCT

The successful contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

11.0 REMOVAL OF EMPLOYEES

The HACB may request the successful firm(s) to immediately remove from assignment to the HACB contract or to dismiss any employee found unfit to perform duties due to one or more of the following reasons:

- Neglect of duty.
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by records or action or fighting.
- Theft, vandalism, immoral conduct or any other criminal activity.
- Selling, consuming, possession, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the HACB.

12.0 SUPERVISION

The successful contractor shall provide adequate competent supervision at all times during the performance of the contract. The Project Manager or his designee must be readily available to meet with the HACB personnel. The successful contractor shall provide the telephone number(s) where its representative can be reached.

13.0 CANCELLATION

Irrespective of any default hereunder, the HACB may at anytime at its discretion cancel the contract in whole or in part, and in such event the firms shall be entitled to receive equitable compensation for all work completed and accepted, prior to such termination or cancellation.

14.0 COMPENSATION

The successful contractor must have the financial resources to complete the scope of work and services. Payments shall be made on a monthly basis after the submission and approval of a proper invoice to the Construction Coordinator, Joe Guillory.

15.0 CONTRACT TERM

Due to the nature of the Scope of Work, this contract is not long term or extendable

16.0 NON APPROPRIATION CLAUSE

The **CONTRACTOR** understands that the **HACB** is a governmental entity and should it not be funded for any period during the term of this contract, any sums due for the remainder of the term shall be forgiven and **HACB** shall not be liable for payment. The **HACB** is required to give the **CONTRACTOR** written notice within fifteen (15) days after learning that the funds will not be available.

17.0 CONFLICT OF INTEREST

No employee, officer or agent of the HACB shall participate directly or indirectly in the selection or in the award of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in an agency selected for award is held by:

- an employee, officer or agent involved in making the award; or
- his/her relative including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father- in- law, mother- in-law, son- in-law, daughter- in-law, brother-in-law, sister- in- law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister; or
- his/her business or professional partner; or
- an organization which employs, negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

18.0 INSURANCE

Contractor shall furnish HACB with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Contractor shall furnish HACB with certificates of insurance showing that the following insurance is in force and will insure all operations under this IFB, and name HACB as an additional insured. Required insurance levels are as follows:

Workers' compensation in accordance with the State of Texas rules and regulations.

General liability insurance with a single limit for bodily injury of $1,000,000 per occurrence and property damage limit of no less than $1,000,000 per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than $1,000,000. Such insurance shall protect Contractor against claims of bodily injury or death and property damage to others. The insurance shall cover the use of all equipment and vehicles used on the site(s) not covered by Contractor's automobile liability. If Contractor has a "claims made policy," then the following additional requirements apply:
The policy must provide a "retroactive date" which must be on or before the execution date of the Agreement and the extended reporting period may not be less than five years following the completion date of the Agreement.

Automobile liability on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than $1,000,000 per occurrence.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. Contractor shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty- (30) day's prior written notice has been given to HACB.

19.0 M/WBE PARTICIPATION:

The Contractor agrees to utilize its good faith and best efforts to subcontract with minority business enterprises and women business enterprises (herein called M/WBE) certified as such or recognized by HACB as a certified M/WBE.

20.0 USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENTS:

In the event HACB has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying MBE/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

21.0 PERTINENT FEDERAL REGULATIONS NON-DISCRIMINATORY AND EQUAL OPPORTUNITY

Prohibitions against Discrimination and the Requirement of Equal Employment Opportunity

The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the bidder.

The bidder must adhere to prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 and prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1989.

The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs must be met by the bidder.
The bidder must also meet the requirement of Section 3 of the Housing and Urban Development Act of 1968 relating to the training and employment of individuals and contracting of business from the metropolitan area in which the federally funded program is located.

The bidder must meet the requirements of Executive Orders 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

22.0 BID FORM

INVITATION FOR BIDS NO. 16-004

BID DUE DATE: August 18, 2016, 2:00pm

TO: PURCHASING DEPT.

We/I offer to perform repairs and renovations on metal stairs and landings at Tracewood I and Tracewood II properties.

I/We have understood the Instructions to Offerors and all their implications.

I/We have understood the Certifications and Representations of Offerors. Contract required from me/us and I/We have certified by signing Form HUD-5369-A that the information contained in these Certifications and Representations, is accurate, complete and current.

I/We agree to keep the bid open for a period of 90 days from the date of the opening of the bid.

ITEM #	PROPERTY NAME	PRICE
BASE BID – TRACEWOOD I		
	Tracewood I ***Beaumont Housing Authority*** ***4075 Arthur Lane*** ***Beaumont, TX 77706*** ***Stair and Landing Repairs***	$_____
BASE BID – TRACEWOOD II		
	Tracewood II ***Beaumont Housing Authority*** ***4985 Concord Road*** ***Beaumont, TX 77708*** ***Stair and Landing Repairs***	$_____
Unit Price #1	**Replace top or bottom stair rail stringers** **Unit of Measure: Per Lineal Foot**	$_____
Unit Price #2	**Replace stair rail baluster . Unit of Measure: entire unit**	$_____
Unit Price #3	**Replace stair rail newel post . Unit of Measure: entire unit**	$_____

SUBMIT THE FOLLOWING DOCUMENTS WITH THIS BID SHEET:

1. Original plus one (1) copy of the set of the completed bid packages.
2. Contractor's and/or Bidder Information, Fact Sheet and Questionnaire (Attachment A).
3. Copy of insurance.
4. Certifications and Representations of Offerors Construction Contract (form HUD-5369-A)
5. M/WBE Participation (Attachment B)
6. Conflict of Interest Questionnaire
7. References

Date

Name of Bidder

Signature of Authorized Person

The Signature In Print

Business Address

Title

Phone Number

ATTACHMENT A

CONTRACTOR'S AND/OR BIDDERS INFORMATION, FACT SHEET AND QUESTIONNAIRE (IFSQ)

GENERAL
This document is a part of the bid document and shall be completed in its entirety. Failure to complete and submit subject document may cause the bid/proposal to be considered nonresponsive thus disqualified.

I. INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the questions completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The Housing Authority of the City of Beaumont and/or its representative shall be entitled to contact each and every reference listed in response to this IFSQ, and each entity referenced in any response to any question in this document.
The Contractor, _____
(Hereinafter "Contractor"), by completing this document, expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the Owner.

C. Only complete and accurate information shall be provided by the Contractor. The Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Contractor also acknowledges that the Owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the HACB of any subsequent agreement between the HACB and the Contractor.

D. The completed form is due in with each bid/proposal to the HACB.

E. This form, its completion by the Contractor, and its use by the HACB shall not give rise to any liability on the part of the HACB to the Contractor or any third party or person.

II. GENERAL BACKGROUND

A. CURRENT NAME AND ADDRESS OF CONTRACTOR:

_____

_____

_____

_____

B. PREVIOUS NAME OR ADDRESS OF CONTRACTOR, IF ANY:

_____

_____

_____

_____

C. CURRENT PRESIDENT OR CHIEF EXECUTIVE OFFICER:

_____

_____

YEARS IN THAT POSITION:

_____

D. NUMBER OF FULL TIME EMPLOYEES:

_____

E. NAME AND ADDRESS OF CURRENT AFFILIATED COMPANIES (PARENT, SUBSIDIARY, DIVISIONS):

_____

_____

_____

_____

F. REFERENCES

Please provide three (3) business references, which currently use or have used rehab/repair services from your company for at least the last three years for services similar in size, type and scope to that described herein.

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

Name: _____

Address: _____

City and State: _____

Name & Phone Number of Contact: _____

Years of Service: _____

III. COMMENTS

ATTACHMENT B

M/WBE PARTICIPATION

M/WBE PARTICIPATION: The contractor agrees to subcontract with minority business enterprises and/or women business enterprises (herein called W/MBE) certified as such or recognized by HACB as a certified M/WBE.

USING BEST EFFORTS TO FULFILL M/WBE REQUIREMENT: In the event HACB has a reasonable belief that Contractor will not use his/her/its best efforts to meet the M/WBE participation goal, HACB reserves the right to pull work from the contract. Best efforts may be established by a showing that Contractor has contacted and solicited bids/quotes from subcontractors and worked with the Housing Authority to seek assistance in identifying M/WBEs.

FAILURE TO USE YOUR BEST EFFORTS TO MEET THE M/WBE PARTICIPATION GOAL MAY CONSTITUTE BREACH OF CONTRACT AND SUBJECT THE CONTRACT TO TERMINATION.

NOTIFICATION OF M/WBE PARTICIPATION: Contractor agrees to promptly complete and return all M/WBE Confirmation of Participation and M/WBE Confirmation of Payment forms utilized by HACB to confirm M/WBE subcontractor by submitting copies of checks made payable to the respective M/WBE subcontractor signed by the Contractor.

CONTRACTOR **DATE**

Note: This form must bear a signature.

BIDDER'S PROPOSED MBE/WBE PARTICIPATION FORM

Bidder proposes to work with the following MBE/WBE participants:

Name of Participant	MBE/WBE	Certifying Entity (Beaumont Housing Auth)	Percent of Total Work

SAMPLE FORMAT **FOR RECORDKEEPING**
ESTIMATED PROJECT WORK FORCE BREAKDOWN

M/WBE PARTICIPATION

Job Category	Total Estimated Positions Needed For Project	No. Positions Occupied By Permanent Employees	Number of Positions Not Occupied	Number of Positions To Be Filled With M/WBE
OFFICER/SUPERVISOR				
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				
CONTRACTS:				
OTHERS:				

_____
Company

_____
Project Name

_____
Person Completing Form

_____
Date