Date
Name of Bidder
Signature of Authorized Person
The Signature In Print
Business Address
Title
Phone Number

# ATTACHMENT A SCOPE OF WORK EXTERIOR CAPENTRY & PAINTING

Northridge Manor 4155 Maida Road Beaumont, TX 77708

# A. General Scope of Work:

The successful contractor shall provide all labor, equipment, tools, materials and supplies required to pressure wash all building exteriors, replace all damaged, missing exterior (siding, facial, soffit, trim, post, etc), caulk, prime and paint (including brick) to 81 buildings (80 apartments buildings and 1 office building) in a 3 color paint schemes (all colors chosen by BHA) in accordance with the terms, conditions and specifications. It consists of furnishing all labor, materials, equipment and services necessary and incidental to the completion of the work described therein.

# B. Description of Work:

# Pressure Washing

Pressure wash all building's exterior using necessary chemical to clean dirt, residue, stain, and mildew without damaging the exterior surfaces.

Hand or power tool clean all scaling, flaking or chipping paint to achieve a sound paintable surface prior to pressure washing.

Counter sink all protruding nails and screw prior to pressure washing.

Rinse surfaces with clean water and let dry thoroughly prior to paint application.

# Exterior Carpentry

All buildings shall should be walked and specified on material to replace all damaged, missing exterior.

Material specifications should include type of material, linear footage and location.

Quality and type of lumber replacement should be the same as previously installed or as close as possible. Material deviations such as masonite instead of wood replacement must be disclosed to BHA for approval and match.

Primer paint should be applied to all surfaces of new wood or material. Color should be different from final coat of paint used; preferably white color should be used.

Caulking should be performed at time of carpentry work. Caulking should be a ten (10) year silicon latex caulk.

Caulk all joints, cracks, and fill all nail holes and puncture scars.

Scrape or cut away any deteriorated, damaged, or ineffective caulking material from corners and joints.

Prime cut-out areas before re-applying caulk.

Brick/mortar damage, cracks should be filled with Polyurethane Mortar Joint Sealant.

#### Painting

Priming and Painting all exterior surfaces on all property buildings including brick surfaces.

Sand all slick or glossy surfaces to allow proper adhesion for new paint.

Remove all grease, oil, and other foreign materials with approved solvent.

Where old paint exhibits failure of 25% or more of the surface, complete removal of the old finish is required for best results.

Remove all loose and scaling paint. Paint build ups at edges shall be feathered to allow for smooth and adhesive surfaces for new paint.

On all rusted areas remove all oxide corrosion and exposing clean sound metal.

Any stains or graffiti on surface should be removed and/or primed with white pigmented shellac prior to painting.

The Contractor shall provide "Wet Paint" signs as required to protect newly painted finishes.

The Contractor shall not apply paint coating when the SURFACE TEMPERATURE of the area to receive paint is below 50 degrees or above 100 degrees.

The Contractor shall not apply paint coating immediately after rain or during foggy weather.

All visible surface deficiencies shall be corrected prior to application of final coat.

Bid should include all labor, equipment, tools, materials, supplies, delivery, services, permits or anything else required for completion of the required work as outlined and shall be in accordance with all governmental standards, codes, and ordinances.

# C. Color Schedule

BHA has three colors selected to be applied on designated buildings of the complex. (Siding, Trim and Doors & Post) Building: Dustblu SW9161, Trim: Extra White SW7006, Door: Honorable Blue SW6811

# D. Material (must be approved by BHA)

- 1. Ten (10) year silicon latex caulk.
- 2. Brick/mortar Polyurethane Mortar Joint Sealant.
- 3. Recommended manufacturers for paint and primer. McCown (ext primer -6-609, ext paint 6-900), Sherwin Williams/Duron (loxon block A24W00200, Durcraft C07W00251, B54W00101, A08W001510, PPG/Pittsburgh (3210-1200, 2416-0110G, 4160-6120, 4216-0100L).

# E. Quality Assurance:

- 1. All work must meet City, State and Federal codes if applies.
- 2. Contractor will be responsible for permits and inspections.

# F. Site Conditions:

- 1. The work covered by these specifications is at occupied and unoccupied buildings.
- 2. All work must be coordinated with the site manager and or site maintenance.
- 3. The contractor shall leave no area unsecured or unsafe at the end of the day.
- 4. The contractor shall at all times keep the premises as clean as possible and free from an accumulation of waste materials and rubbish.
- 5. It shall be the contractor's responsibilities to field verify all existing conditions and dimensions prior to ordering materials.
- 6. All materials and items removed shall be disposed of off site by the contractor.

# G. Work Site Damages:

1. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to BHA's satisfaction at the contractor's expense.

# H. Guarantee of Work:

1. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the owner in writing.

# I. Final Inspection:

1. At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the project completion.

# J. Work Hours and Point of Contact:

- 1. The work hours of the facility are Monday through Friday; 7:30 AM to 4:30 PM.
- 2. The site manager, Jamie Davis, 409 899-8417
- 3. The maintenance supervisor John Scott 409 899-8417.
- 4. Please notify one of the above contacts to schedule a walkthrough of property for bidding.

# K. Bidder's Qualifications and References:

1. The bidder must have a minimum of three (3) years of successful and satisfactory experience as a business contractor. The bidder shall provide at least three (3) references include company names, contact person's name, current working phone numbers, and contract dollar amount.

The award will be given to the responsible bidder submitting the lowest responsive base bid.

# **ATTACHMENT B**

# 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:				
 ****					

В.	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. <u>COMMENTS</u>

# ATTACHMENT C

#### 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
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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	MBE/WBE	Certifying Entity	Percent of
Participant		(Beaumont Housing Auth)	Total Work
· · · · · · · · · · · · · · · · · · ·	31.35383		V-1-31-31
		W - C - C - C - C - C - C - C - C - C -	
·		<u>"</u>	
	——————————————————————————————————————		
	10.00		

# <u>SAMPLE FORMAT</u> FOR RECORDKEEPING ESTIMATED PROJECT WORK FORCE BREAKDOWN

#### M/WRE PARTICIPATION

WI/WBE PARTICIPATION				T
Job Category	Total Estimated Positions Needed For Project	No. Positions Occupied By Permanent Employees	Number of Positions Not Occupied	Number of Positions To Bo Filled With M/WBE
OFFICER/SUPERVISOR			7.10	
PROFESSIONAL				
TECHNICAL				
OFFICE/CLERICAL				
SERVICE WORKERS				
TRAINEES				39. 35. 55.
CONTRACTS:				
OTHERS:				
		6		
	1			
		Company		
		Project Name		
		Person Comple	ting Form	
	-	Data		

# U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

**Instructions to Bidders for Contracts Public and Indian Housing Programs** 

Previous edition is obsolete form HUD-5369 (10/2002)

# Instructions to Bidders for Contracts

Public and Indian Housing Programs

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#### 1. Bid Preparation and Submission

- (a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.
- (b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)
- (c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."
- (d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- (e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.
- (h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

# 2. Explanations and Interpretations to Prospective Bidders

- (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.
- (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

#### 3. Amendments to Invitations for Bids

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.
- (c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

#### 4. Responsibility of Prospective Contractor

- (a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:
  - (1) Integrity;
  - (2) Compliance with public policy;
  - (3) Record of past performance; and
  - (4) Financial and technical resources (including construction and technical equipment).
- (b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

#### 5. Late Submissions, Modifications, and Withdrawal of Bids

- (a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

#### 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

#### 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —  $\,$ 

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

#### 8. Contract Award

- (a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.
- (b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.
- (c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.
- (d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.