

Beaumont Housing Authority

IFB 2023-13

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INVITATION FOR BIDS (IFB) No. 2023-13, 4850 Bristol Beaumont, TX 77707

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.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Ms. Bowman.)	Rashad Bowman, Procurement Officer Telephone: (409)951-7200 E-mail: php02@bmtha.org
HOW TO OBTAIN THE IFB DOCUMENTS ON THE EPROCUREMENT MARKETPLACE	1. Access ha.internationaleprocurement.com (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the eProcurement Marketplace, please call Customer Support at (866)526-9266.
PRE-BID CONFERENCE & WORKSITE WALKTHROUGH	Tuesday, December 12, 2023, 8:00 AM CT 4850 Bristol Beaumont, TX 77707
QUESTION SUBMITTAL DEADLINE	Wednesday December 27, 2023
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	1. As directed within Section 3.2.1 of the IFB document, enter proposed pricing, where provided for within the eProcurement Marketplace. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your “hard copy” bid to the Agency Administrative Office.
BID SUBMITAL RETURN & DEADLINE	Wednesday January 3, 2024, 4:00 PM CT Agency Administrative Office 1890 Laurel Beaumont, TX 77701 *(The proposed costs shall be entered within the Marketplace and the “hard copy” bid shall be received in-hand and time-stamped by the Agency by no later than 3:00 pm on this date).

1.0 THE AGENCY'S RESERVATION OF RIGHTS. The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
- 1.6 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.8 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the eProcurement Marketplace (hereinafter, also the "Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
- 1.9 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2.0 SCOPE OF WORK/SPECIFICATION SEE ATTACHMENT

2.1 Contractor Responsibilities (in alpha order).

2.2.1 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

2.2.2 As-built Record Documents. Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the Agency's reference.

2.2.2.1 If issued, maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark-up these drawings to show the actual installation. Mark whichever drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

2.2.3 Communication. The Construction Coordinator, Renaldo Richard, shall be the primary on-site point of contact for the Contractor pertaining to this work. The Contractor shall be free to converse and communicate with the Agency personnel during or between visits; however, all requests for changes or decisions shall be submitted to the Agency and approved by the Executive Director after receipt and consideration of written request from the Agency. The Agency anticipates that it will typically make a decision in such matters within 3 workdays of receipt, though such response time-frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible. When construction commences, all communication must be directed to the designated Agency contact person only.

2.2.4 Contract End Items. Upon completion of the project the Contractor must submit the following:

2.2.4.1 A separate payment request for the retainage;

2.2.4.2 A one-year warranty letter from the Contractor;

2.2.4.3 Consent of Surety to Final Payment;

2.2.4.4 Contractor's Affidavit of Release of Liens;

2.2.4.5 Contractor's Certificate and Release; and

2.2.4.6 As- built (Mark-ups delivered to Agency).

- 2.2.5 Contractor's Request for Payment.** As detailed within Chapter 9, Procurement and Contract Administration, of Handbook 7485.1.
- 2.2.5.1** The Agency is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- 2.2.5.2** Payment will be based on the percentage of work completed during a one-month period.
- 2.2.5.3** A 10% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
- 2.2.5.4 Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:

[Table No. 3]

(1) IFB Section	(2) Attachment No.	(3) Form Description
2.2.5.4.1	G-6	form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i> ; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—this typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
2.2.5.4.2	G-7	form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
2.2.5.4.3	G-8	form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
2.2.5.4.4	G-9	form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
2.2.5.4.5	G-10	form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>

2.2.5.4.6	G-11	form HUD-5372(1/2014), <i>Construction Progress Schedule</i>
2.2.5.4.7	G-12	All relevant Subcontractors Weekly Certified Payrolls must accompany the payment request utilizing form WH-347
2.2.5.4.8	N/A	Retainage. The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.

2.2.5.5 Review and Approval. The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner (“satisfactory,” as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (i.e., the undisputed portion). The Agency shall ensure:

- 2.2.5.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;
- 2.2.5.5.2 As further detailed within the preceding Section 2.2.5.3 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);
- 2.2.5.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;
- 2.2.5.5.4 The Periodic Estimate for Partial Payment has been properly executed on all applicable supporting documentation submitted; and
- 2.2.5.5.5 The Contractor has submitted all required reports such as payroll reports.

2.2.6 Debris. The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris which may endanger the safety of the others (the public; Agency residents; etc.).

- 2.2.6.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.

- 2.2.6.2 The Contractor must examine the work area and determine any unsuitable work condition.
 - 2.2.6.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
 - 2.2.6.4 The Contractor shall provide a construction dumpster as needed to dispose and removal all debris. The use of the Agency dumpsters is prohibited.
- 2.2.7 **Delivery of Materials.** The Contractor and each Subcontractor shall inspect the site and determine the availability of storage space and trucking facilities to bring material or equipment into the building, or any other factors affecting the work under this Contract.
 - 2.2.7.1 Long lead items should be ordered as soon as possible, after contracts are signed, to expedite shop drawings and delivery of materials to site. Advance planning will be important to assure timely delivery of materials.
- 2.2.8 **Final Inspection and Punch List.** The Agency shall provide one (1) final inspection site visit to develop the final Punch List when the following are completed:
 - 2.2.8.1 All new construction and installations are 100% complete and operational.
 - 2.2.8.2 A test and balance report have been completed and delivered to the Agency for review.
 - 2.2.8.3 All final inspections and permits have been closed and delivered to the Agency and Agency.
 - 2.2.8.4 When the Contractor has completed all work, and feels substantial completion has been achieved, the Contractor must document and request a final inspection and punch list be performed by the Agency. This will document the one (1) final inspection and punch list by the Agency.
 - 2.2.8.5 When the Contractor has completed all the punch list items, the Contractor shall document and request a final re-inspection by the Agency.
 - 2.2.8.6 The Agency will provide a one (1) final site visit for re-inspection of the punch list items.
 - 2.2.8.7 If the Agency feels the punch list items have not been completed satisfactorily, notice will be given to the Contractor.

- 2.2.8.8 All punch list items must be completed at the time of substantial and final acceptance.
- 2.2.8.9 If the final punch list items are not complete at the time of the final the retainage will be withheld until final acceptance by the Agency.
- 2.2.9 **Lay-out and Dimensions.** The Contractor and each Subcontractor shall verify, and field check, all plan dimensions, elevations, and quantities on both the existing building and the new work under their respective responsibilities before proceeding with work. Discrepancies must be brought to the attention of the Agency in writing for clarification or correction. Any Contractor failing to exercise such precautions shall be held responsible for the cost of correcting any resulting errors.
- 2.2.10 **Maintenance Manuals (if applicable).** Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
 - 2.2.10.1 Maintain Emergency instructions;
 - 2.2.10.2 Spare parts list;
 - 2.2.10.3 Copies of warranties;
 - 2.2.10.4 Wiring diagrams;
 - 2.2.10.5 Recommended "turn around" cycles;
 - 2.2.10.6 Inspection procedures; and
 - 2.2.10.7 Shop Drawings and Product Data.
- 2.2.11 **Operating and Maintenance Instructions.** Arrange for the installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Include a detailed review of the following:
 - 2.2.11.1 Maintenance manuals;
 - 2.2.11.2 Spare parts and materials;
 - 2.2.11.3 Tools;
 - 2.2.11.4 Lubricants;
 - 2.2.11.5 Control sequences;
 - 2.2.11.6 Hazards;

- 2.2.11.7 Warranties and bonds;
 - 2.2.11.8 Maintenance agreements and similar continuing commitments;
 - 2.2.11.9 Start up and shutdown;
 - 2.2.11.10 Emergency operations;
 - 2.2.11.11 Noise and vibration adjustments; and
 - 2.2.11.12 Safety procedures.
- 2.2.12 **“Or Equal” Specifications.** Herein, or within the attached specifications, whenever the Agency has listed a specific brand name the words “or equal” shall automatically apply thereto. This term “or equal” means that the apparent successful bidder may propose to provide an alternate product as long as such proposed alternate product, in the opinion of the Agency, meets the minimum specifications. As detailed within Section 9.3.B.3 of HUD Procurement Handbook 7460.8 REV 2, brand names are listed herein for “establishing design and quality standards” for the product identified. If a bidder wishes to provide a different product than the product the Agency has identified, the Agency will be pleased to respond to any specific written request from a bidder with a listing of the “essential characteristics” for any such product (the bidder may also, if he/she wishes, wait to see if the firm is the apparent successful bidder, then submit such written request after the bid submittal deadline when the Agency will evaluate such alternate products, if submitted).
- 2.2.13 **Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the Agency a copy of the weekly payroll.
- 2.1.13.1 The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004), Attachment G-13, attached hereto.
- 2.2.14 **Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 2.2.15 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Jefferson (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Texas.
- 2.2.16 **Retainage.** Retainage for this work shall be in the amount of 10 percent, which shall be applied to each payment until final payment, at which time all retainage held will be paid by the Agency to the Contractor.

- 2.2.17 Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff, and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.
- 2.2.18 Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four-hour basis, not just during the normal work hours.
- 2.2.19 Site Assessment.** The Contractor and contracted subcontractors are strongly encouraged to examine the project site before submitting a bid.
- 2.1.19.1** A Pre-bid Conference and walk-through is scheduled as noted within the preceding Table No. 2 herein. Due to the complexity of the project attendance is strongly encouraged, although not mandatory.
- 2.1.19.2** Additional site visits after the Pre-bid Conference may be scheduled. The Contractor must contact the Agency Contact Person, Renaldo Richard, to schedule a site visit. Allow a minimum three (3) business days to schedule an appointment. Unscheduled visits are prohibited.
- 2.2.20 Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.21 Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed (NTP) form issued by the Agency and shall fully complete all work thereunder within 90 calendar days of execution of the NTP. NOTE: Any bidder that may have any concerns pertaining to the noted time of completion may bring this up at the Pre-bid Conference. Normal working hours shall be Monday through Thursday, 7:30 AM to 5:30 PM CT and Fridays, 8:00 AM to 12:00 PM CT. All other working hours require pre-approval. Provide a minimum five (5) working days for approval and planning.
- 2.2.22 Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. If applicable, as the building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or

special needs persons, it will be especially important that traffic areas are clear for access and egress.

- 2.2.23 Weekends.** Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).
- 2.2.24 Work Standards.** It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, Jefferson County, the Uniform Building Code (UBC), PDCA Industry Standards, and OSHA. Products and materials required for renovation and repairs to existing facility shall not contain lead, asbestos, polychlorinated biphenyls (PCB) or other types of hazardous materials. Smoking is prohibited within the building and on the within the building property boundaries.

3.0 BID FORMAT.

3.1 Two-step Bidding Process. All bidders will initially submit the documentation/information detailed within the following listed Step #1 of Table No. 4. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1.1 Tabbed Bid Submittal. As may be further described herein, the Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility. Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the bid and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 4]

(1) IFB Section	(2) Tab No.	(3) Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.1.2	2	form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i>. This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.1.3	3	Bid Bond. If required, the Bid Bond as detailed within the following Section 3.4.1 herein.
3.1.1.1.5		NOTE: As directed within the following Section 3.2, bidders MUST NOT submit any pricing accompanying this above required documentation; pricing shall be submitted online only.

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3.1.1.2		Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.
3.1.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.1.2.2	2	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Work/Technical Specifications</i> of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.1.2.2.1		A brief description of the proposed safety and quality assurance program.
3.1.1.2.2.2		Fully completed form HUD-2530 (02/2013), Previous Participation Certification, Attachment I, attached hereto.
3.1.1.2.2.3		Fully completed form HUD-51000 (/2014), <i>Schedule of Amounts for Contract Payments</i> , Attachment G-6 attached hereto, one completed for each site (i.e., each Pricing Item as detailed within the following Table No. 4 herein).
3.1.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.
3.1.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bid's qualifications to provide the services, including a description of the background and current organization of the firm.
3.1.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (i.e., apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.1.2.5.1		The client's name;
3.1.1.2.5.2		The client's contact name;
3.1.1.2.5.3		The client's telephone number and e-mail address;
3.1.1.2.5.4		A brief narrative description and scope of the service(s) and the dates the services were/are provided.

3.1.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 3.7 herein pertaining to supplier diversity (i.e., small, minority-, and women-owned businesses).
3.1.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Such information pertaining to subcontractors shall include for each such firm the: firm name; name of contact person; telephone and email address; and the State of Texas contractor license number.
3.1.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.1.2.9		Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
3.1.1.2.10		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any of the tabs.

3.2 Entry of Proposed Fees.

3.2.1 *The proposed fees shall be submitted by the bidder and received by the Agency, where provided for within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the 3-tab “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may, at the Agency’s discretion, be rejected without further consideration.*

3.2.2 **Pricing Item(s).** The proposed fees (Pricing Items) shall be submitted by the bidder and received by the Agency where provided within the eProcurement Marketplace only. Do not submit, enter or refer to any fees or costs within the 4-tab “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees are all-inclusive of all related costs that the successful bidder will incur to provide the noted services, including, but not

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limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; document copying not specifically otherwise agreed to by the Agency; etc.

[Table No. 5]

(1) IFB Section	(2) Pricing Item No.*	(3) Qty	(4) U/M	(5) Description*
3.2.2.1	1	1	Each	Firm fixed fee (labor and materials) to provide the entire scope of work listed in Section 2 for the exterior painting of building #1, #2, #5, and #6 at Brittany Place, as described in this IFB package. See Exhibit A in the appendices of the STOA specifications (Attachment H to the IFB Document) with designated buildings identified thereon.

3.3 Additional Information Pertaining to the preceding noted Pricing Items.

- 3.3.1 Entry of the Fees.** Bidders are required to enter where provided for within the eProcurement Marketplace a reasonable and realistic cost for the required work listed within the Pricing Items Description with the immediate-preceding Table No. 5 herein.
- 3.3.2 Review the Entry of Proposed Fees.** After a bidder has entered where provided within the eProcurement Marketplace his/her proposed unit costs for the Pricing Items, the Marketplace will automatically multiply the proposed unit costs by the listed quantities. The Agency strongly recommends that each bidder, after entry of these proposed fees within the eProcurement Marketplace, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fees correctly (the Marketplace will allow the bidder to immediately re-enter the Marketplace at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline has expired, which means that the Agency will utilize such entry, correct or incorrect, to determine the apparent low bidder.
- 3.3.3 Price Escalation.** Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Agency.
- 3.3.4 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.

- 3.3.5 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization).
- 3.3.6 Davis Bacon Federal Wage Rates.** As detailed within pertinent HUD and Federal regulation, the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000”). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within Attachment G-16. This work will be subject to all the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (i.e., on-site interviews; certified payrolls; etc.).
- 3.4 Bonds.** As this solicitation pertains to public works or construction, the bonds that are required include (each required for construction bids and/or contracts in excess of \$100,000):
- 3.4.1 Bid Bond.** The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$100,000 (please see the preceding Section 3.1.1.1.3 herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.
- 3.4.2 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 3.4.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance

and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-1 attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.

- 3.4.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Texas and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 3.4.5 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:
- 3.4.5.1** A performance and payment bond for 100% of the contract price; or
 - 3.4.5.2** Separate payment and performance bonds each for 50% or more of the contract price; or
 - 3.4.5.3** A 20% cash escrow; or
 - 3.4.5.4** A 25% irrevocable letter of credit.
- 3.4.6 Inadequate Surety.** If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

- 3.5 Bid Submission.** All pricing must be entered where provided within the eProcurement Marketplace and all “hard-copy” bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked “ORIGINAL”) and 2 exact copies (each of the 3 separate bid submittals shall have a cover and extending tabs) of the “hard copy” bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Beaumont Housing Authority
Attention: Rashad Bowman, Procurement Officer
1890 Laurel Beaumont, TX 77701**

- 3.5.1 Labeling of the Sealed Bid Submission Package.** The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address.
- 3.5.2 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.3 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.8, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing, and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.6 Bidder’s Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may not have abided by this directive.

3.6.1 Addenda. All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e., firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (i.e., a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.7 Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity. Both the successful bidder and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 Within 2 CFR §200.321 it states:

3.7.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.7.1.2 (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 (2) Affirmative steps must include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.7.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.7.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.7.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

- 3.7.1.3.6 (6) Requiring the prime bank, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.7.2 Within HUD Procurement Handbook 7460.8 REV 2 it states:

3.7.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the [Agency] shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in [Agency] contracting.

3.6.2.2 **Section 15.5.B, Goals.** [The Agency] is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.7.3 Within our **Agency Procurement Policy** it states that our Agency will:

3.7.3.1 **Assistance to Small and Other Business, Required Efforts:**

- 3.7.3.1.1 Including such firms, when qualified, on solicitation mailing lists;
- 3.7.3.1.2 Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
- 3.7.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.7.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.7.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and,
- 3.7.3.1.6 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

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3.7.4 Requirements. Accordingly, please see Section 3.1.7 within Table No. 4 herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

3.8 Pre-bid Conference. The scheduled pre-bid conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory, though it is ***strongly encouraged***. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less (not including the ensuing walk-through of the properties, if the quoter chooses to do so), though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response.

3.9 Recap of Attachments. It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 6]

(1) IFB Section	(2) Document No.	(3) Attachment	(4) Attachment Description
3.9.1	1.0		This IFB Document
3.9.2	2.0	A	Form of Bid
3.9.3	3.0	B	form HUD-5369-A (11/92), <i>Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	D	Section 3 Explanation
3.9.6	6.0	E	form HUD-5369 (11/92), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.9.7	7.0	F	<i>Supplemental Instructions to Bidders & Contractors (SIBC)</i>
3.9.8	8.0	G	Agency Sample Contract Form (PLEASE NOTE: This contract and the noted appendices are being given as a sample only—the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so.
3.9.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>

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3.9.8.1.1	8.1.1	G-1.1	Sample Contract Appendix No. 1.1: Supplemental conditions pertaining to form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts-Public Housing Programs</i>
3.9.8.2	8.2	G-2	Sample Contract Appendix No. 2: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.3	8.3	G-3	Sample Contract Appendix No. 3: form HUD-2554, <i>Supplementary Conditions of the Contract for Construction</i>
3.9.8.4	8.4	G-4	Sample Contract Appendix No. 4: Form HUD-4010 (06/2009), <i>Federal Labor Standards Provisions</i>
3.9.8.5	8.5	G-5	Sample Contract Appendix No. 5: <i>form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.9.8.6	8.6	G-6	Sample Contract Appendix No. 6: form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i>
3.9.8.7	8.7	G-7	Sample Contract Appendix No. 7: form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
3.9.8.8	8.8	G-8	Sample Contract Appendix No. 8: form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
3.9.8.9	8.9	G-9	Sample Contract Appendix No. 9: form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
3.9.8.10	8.10	G-10	Sample Contract Appendix No. 10: form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
3.9.8.11	8.11	G-11	Sample Contract Appendix No. 11: form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
3.9.8.12	8.12	G-12	Sample Contract Appendix No. 12: <i>form HUD-WH-347 (Dec./2008), Payroll</i>
3.9.8.13	8.13	G-13	Sample Contract Appendix No. 13: Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
3.9.8.14	8.14	G-14	Sample Contract Appendix No. 14: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)

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3.9.8.15	8.15	G-15	Sample Contract Appendix No. 15: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
3.9.8.16	8.16	G-16	Sample Contract Appendix No. 16: Davis-Bacon General Wage Decision
3.9.8.17	8.17	G-17	Sample Contract Appendix No. 17: Low-Income Resident Hiring Plan (Section 3 Plan)
3.9.8.18	8.18	G-18	Sample Contract Appendix No. 18: Notice to Proceed form
3.9.9	9.0	H	Work Specifications and Drawings (PLEASE NOTE the immediate-following comments/exceptions pertaining to the information listed within this Document)
3.9.9.1			We apologize for “different font types” through portions of the document. Such usage does not indicate any specific technical issue or meaning as to such phrasing.
3.9.9.2			Any reference within Attachment H to “Proposal” shall be automatically corrected to read “Bid.”
3.9.9.3			Within Attachment H, any reference to “Owner” shall mean the “Agency.”
3.9.9.4			Within Attachment H, any reference to a specific brand name product shall hereby automatically include the phrasing “or equal” thereto.
3.9.9.5			In the case of any conflict observed between the directives and information within this Attachment H and the other documents issued (as detailed within this Table No. 6), typically, the directive and information within the noted “other documents” shall govern. It is the responsibility of each bidder or the retained contractor to seek further guidance from the Agency if such conflict is observed or arises.
3.9.9.6			Section E on Page 6 of 5 of Attachment H makes reference to the potential of “furnishings, boxes” in the interior of the buildings. Whereas this work is to paint the exterior of the buildings, this clause does not apply.

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3.9.9.7			All requests for substitutions and change orders are to be submitted to the Agency, who will then coordinate such with the architect.
3.9.9.8			No negotiations of the proposed pricing or the work specifications will occur after the Bid Submittal Deadline. Any bidder that has any questions and/or concerns pertaining to the work specifications published, shall address such with the Agency prior to the expiration of the posted Deadline to Ask Questions (waiting until after the Bid Submittal Deadline or after the execution of the ensuing contract is too late!).
3.9.9.9			Attachment H makes a number of references to "AIA Documents." The Agency shall retain the right to at any time in the future direct the retained contractor to instead utilize a corresponding or similar HUD form.
3.9.10	10.0	I	form HUD-2530 (2/2013), <i>Previous Participation Certification</i>
3.9.11	11.0	J	NOTE: Pertaining to the following listed bond forms, please see the information detailed within the following Section 3.9.13 herein.
3.9.11.1	11.1	J-1	<i>Standard Form 24 (10/98), Bid Bond</i>
3.9.11.2	11.2	J-2	<i>Standard Form 25A (8/2016), Payment Bond</i>
3.9.11.3	11.3	J-3	<i>Standard Form 25 (8/2016), Performance Bond</i>
3.9.12	12.0	K	<i>Agency Developments</i>
3.9.13	Sample Bond Forms. Pertaining to the Bond forms identified within this Table No. 5 (Attachments J-1, J-2, and J-3), use of these specific forms is not required; these forms are given as a sample only. A bond form from a Circular 570-compliant surety will NOT be accompanied with these forms but will be submitted on the Surety's form; accordingly, these forms will most typically be utilized in the case of the Contractor submitting a cash bond or an irrevocable letter of credit.		

4.0 BID EVALUATION.

- 4.1 Public Bid Opening.** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, “waive informalities and minor irregularities” in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- 4.2 Responsive Evaluation.** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e., meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (i.e., a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1** Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 4.4 Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a bid, the “bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace,” including the contract clauses already attached as Attachments G and G-1 through G-18, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 **Contract Form.** The Agency will not execute a contract on the successful bidder’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-18 each attached hereto), and by submitting a bid the successful bidder agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency’s contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency’s response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.1.1 **Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.2 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 **Unauthorized Sub-contracting Prohibited.** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.

- 5.3 **Contract Period.** The Agency anticipates that it will initially award a contract for the period of time that the Agency and the successful bidder agrees is reasonable and realistic to complete the work. **PLEASE NOTE:** All work within this agreement shall be completed within **90 days** after the Agency has issued the Notice to Proceed (NTP). A liquidated damages penalty will be paid by the contractor, or deducted from any payment balances, for calendar every day that expires after the 120th day construction period for which the work is not substantially complete. The Agency will issue a NTP after contract signing.
- 5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *successful bidder* will be required to provide:
- 5.4.1 **Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);
- 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
- 5.4.3 **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 **City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the City of Port Arthur, Jefferson County, and/or the State of Texas.
- 5.4.5 **Certificates/Profile of Firm Form.** Pertaining to the aforementioned (within Sections 5.4.1 through 5.4.5) insurance certificates and licenses, each bidder is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the bid submittal—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.
- 5.6 **Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 workdays of notification by the Agency.

INDEX OF TABLES

[Table No. 7]

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