**Port Arthur Housing Authority**

**INVITATION FOR BIDS (IFB)**

**NO. B15018**

**Domestic Appliances**



**IFB Document**

 **Table of Contents [Table No. 1]**

|  |  |  |
| --- | --- | --- |
| Section | **Description** | Page |
|  | **Introduction** | 3 |
|  | **IFB Information at a Glance** | **3** |
| **1.0** | **The Agency’s Reservation of Rights** | **4** |
| **2.0** | **Scope of Work** | **5** |
| **2.1** | **Products/Services** | **5** |
| **2.2** | **Properties Covered by this RFP** | **5** |
| **2.3** | **Contractor Responsibilities** | **5** |
| **2.4** | **Previous/Current Contractor(s)** | **5** |
| **3.0** | **Bid Format** | **6** |
| **3.1** | **Tabbed Bid Submittal** | **6** |
| **3.2**  | **Entry of Proposed Fees** | **7** |
| **3.3** | **Additional Information Pertaining to each Pricing Item** | **7** |
| **3.4** | **Bid Submission** | **10** |
| **3.5** | **Bidder’s Responsibilities — Contact With the Agency** | **11** |
| **3.6** | **Bidder’s Responsibilities — Equal Employment Opportunity and Supplier Diversity** | **11** |
| **3.7** | **Pre-bid Conference** | **13** |
| **3.8** | **Recap of Attachments** | **14** |
| **4.0** | **Bid Evaluation** | **15** |
| **4.1** | **Public Opening** | **15** |
| **4.2** | **Responsive Evaluation** | **15** |
| **4.3** | **Responsible Evaluation** | **15** |
| **4.4** | **Restrictions** | **15** |
| **5.0** | **Contract Award** | **16** |
| **5.1** | **Contract Award Procedure** | **16** |
| **5.2** | **Contract Conditions** | **16** |
| **5.3** | **Contract Period** | **16** |
| **5.4** | **Licensing and Insurance Requirements** | **16** |
| **5.5** | **Right to Negotiate Fees** | **16** |
| **5.6** | **Contract Services Standards** | **16** |
| **5.7** | **Prompt Return of Contract Documents** | **16** |
|  | **Index of Tables** | **21** |

**INTRODUCTION**

#### T

he Housing Authority of the City of Port Arthur (hereinafter, “the Agency”) is a public entity that was formed in 1939 to provide federally subsidized housing and housing assistance to low-income families, within the City of Port Arthur, TX. The Agency is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and the Agency’s procurement policy. Though brought into existence by a Resolution of the City of Port Arthur, it is a separate entity from the City.

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urrently, the Agency owns, manages and/or is in partnership for: (a) 3 developments totaling 302 units of HUD Public Housing; and (b) 6 developments totaling 874 units of Mixed-finance Housing; and (c) administrates a total of 2,522 Section 8 Housing Choice Vouchers. The Agency currently has approximately 37 employees.

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n keeping with its mandate to provide efficient and effective services, the Agency is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

**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. Williams.) | Alyce WilliamsTelephone: (409)984-2660E-mail: alyce.williams@pahousing.orgTDD: (800)735-2989 (800-RELAY TX) |
| HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE | 1. Access nahro.economicengine.com (no “www”).
2. Click on the “Login” button in the upper left side.
3. Follow the listed directions.

If you have any problems in accessing or registering on the system, please call customer support at(866)526-9266. |
| PRE-BID CONFERENCE | None scheduled. |
| QUESTION DEADLINE | Monday, September 7, 2015, 3:00 pm |
| HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL | 1. As directed within Section 3.2.1 of the IFB document, submit certain required financial information where provided within the nahro.economicengine.com web site.
2. As instructed within Section 3.0 of the IFB document, submit 3 copies of your “hard copy” bid to the Agency Administrative Office.
 |
| BID SUBMITAL RETURN & DEADLINE | \*Wednesday, September 16, 2015, 3:00 pmAgency Administrative Office 920 DeQueen Blvd, Port Arthur, TX 77642\*(The proposed costs must be entered within the aforementioned Internet site and the “hard copy” bid must 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 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 Contractor(s).

* 1. **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder (hereinafter, “Contractor”) 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 Negotiate.** Negotiate the fees proposed by the bidder entity.

* 1. **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.
	2. **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
	3. **Right to Prohibit.** At any time during the IFB or contract process, 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 nahro.economicengine.com Internet System (hereinafter, the “noted Internet System” or the “System”) 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 noted Internet System, 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 time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
	4. **Right to Reject.** Obtaining Competitive Solicitation Documents. The nahro.economicengine.com Internet-based software 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 noted software. 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 noted Internet-based software to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software.

**2.0 SCOPE OF WORK.** The Agency is seeking bids from qualified entities to provide and deliver domestic appliances on an as-needed basis.

**2.1 Products/Services.** The specific products required (listed in Table 5, page 7) are detailed within Attachments H-1 through H-9. PLEASE NOTE: The Agency is providing the following brand names as samples only so that bidders have a better understanding as to the minimum product standards the Agency desires. As required by HUD regulation, bidders may, as detailed on Attachments H-1 through H-9, propose an “equal” or “same as” product, as long as such product is substantially equivalent to the products identified. Also, all specifications are subject to normal manufacturing tolerances.

**2.2 Properties Covered by this IFB.** The following table describes the properties that will in most cases use the services described in this IFB. Appliances will be delivered by the Contractor to these sites. IFB Attachment G lists all of the Agency’s properties, any of which may from time to time use these services.

**[Table No. 3]**

|  |  |  |
| --- | --- | --- |
|  | **Description** | **No. of Units** |
| **2.2.1** | Lakeview Palms Townhomes, 5200 Gulfway Dr., Port Arthur, Texas | 86 |
| **2.2.2** | Bellbrook Estates Sing. Fam. Homes, 2405 Julian Dr., Port Arthur, Texas | 100 |
| **2.2.3** | Brittany Place Townhomes, 3500 Normandy Ave., Port Arthur, Texas | 96 |
| **2.2.4** | Valley View Apartments, 5801 Twin City Hwy., Port Arthur, Texas | 148 |

**2.3 Contractor Responsibilities.**

**2.3.1 Rates All-inclusive.** Unless otherwise provided for herein, the fees bid shall be all-inclusive all other items, services and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; etc.

**2.3.2 Time to Complete.** Products shall be delivered within 4 days of the time of order.

**2.4 Previous/Current Contractor(s).** Currently, HD Supply provides appliances for the Agency.

**3.0 BID FORMAT.**

* 1. **Tabbed Bid Submittal.** The Agency intends to retain the Contractor pursuant to a “Best Value” basis, not a “Low Bid” basis (“Best Value,” in that the Agency will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). 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 following. 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]**

| **IFB Section** | **Tab No.** | **Description** |
| --- | --- | --- |
| **3.1.1** | **1** | **Form of Bid.** This Form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. |
| **3.1.2** | **2** | **form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*.** This Form is attached hereto as Attachment B 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 bid submittal. |
| **3.1.3** | **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. |
| **3.1.4** | **4** | **Attachments G-1 through G-9** – Summary of Proposed “Equal” Product Specifications. |
| **3.1.5** | **5** | **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. |
|  |

* 1. **Entry of Proposed Fees**. The proposed fees shall be submitted by the bidder and received by the Agency where provided on the noted Internet System only. Do not submit, enter or refer to any fees or costs within the 5-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 any related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel; and document copying not specifically agreed to by the Agency; etc.

**[Table No. 5]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **IFB Section** | **Item No.** | **Qty** | **U/M** | **Description** |
| **3.2.1** | **1** | **50** | **Each** | **GE 17.5 cu ft Top-Freezer Refrigerator with Single Ice Maker (White) (Energy Star) – or equal** |
| **3.2.2** | **2** | **18** | **Each** | **GE 1.4 cu ft 1100 watt countertop microwave (white) – or equal** |
| **3.2.3** | **3** | **21** | **Each** | **GE 1.9 cf over-the-range microwave with sensor cooking controls (white) – or equal** |
| **3.2.4** | **4** | **5** | **Each** | **GE freestanding 4.8 cf gas range (white) – or equal** |
| **3.2.5** | **5** | **30** | **Each** | **GE Freestanding 5.3 cu ft Self-Cleaning Electric Range (White) – or equal** |
| **3.2.6** | **6** | **25** | **Each** | **GE 54-decible built-in dishwasher with hard food disposer (white) – or equal** |
| **3.2.7** | **7** | **10** | **Each** | **Whirlpool gas 50 gal. water heater – or equal** |
| **3.2.8** | **8** | **5** | **Each** | **Whirlpool electric 50 gal. water heater – or equal** |
| **3.2.9** | **9** | **10** | **Each** | **Whirlpool electric 38 gal. lowboy water heater – or equal** |
| **\** |

* 1. **Additional Information Pertaining to the above Pricing Items.**

**3.3.1 Quantities.** All quantities entered by the Agency herein and within the corresponding Pricing Items on the noted Internet System are *estimates* for ***calculating purposes only***. As may be further detailed herein, the Agency does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB, as the Agency anticipates that the ensuing contract will be a Requirements Contract, in which case the Agency shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services the Agency requires. Please note the immediate following exception to the aforementioned “Requirements Contract” language.

**3.3.1.1 Exception to 3.3.1.** Though the Agency anticipates that it will make award to one firm only, the Agency retains the right to, at any time during the ensuing contract period(s), complete award to more than one contractor if the Agency determines that such is in its best interests. If such occurs, the ensuing contract(s) awards shall become an Indefinite Quantities Contract (IQC), and the following clause shall apply:

**3.3.1.1.1** **Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.** As may be further detailed herein, most specifically within the preceding Section 3.3.1.1, if the ensuing contract becomes an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Agency to award to each responsive and responsible contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are:  (a)  GCMA: $1,000; (b) NMCA: $100,000 (each shall be annual amounts). If more than one vendor is selected, the awards would be for separate lots. There will only be one award per lot.

* + 1. **Number of Contractors.** The Agency reserves the right to select one bidder or a combination of bidders, depending on what is in the Agency’s best interests.
		2. **Entry of Fees.** Bidders are not required to bid on all items.
			1. **Warning! Realistic Proposed Cost for the Pricing Items.** Each bidder is strongly encouraged to enter where provided within the eProcurement System a realistic cost for each Pricing Item listed within Table No. 5. Unrealistic bids shall be rejected.

**3.3.2.3 Determination of the Lowest Calculated Cost.** After a bidder has entered where provided within the noted Internet System his/her proposed ***unit*** costs for the Pricing Items, the System will automatically multiply the proposed unit costs by the listed quantities. The total sum of all of the line items for each Lot shall be the Total Calculated Cost that will determine the ranking order for each Lot.

**3.3.4 Potential Escalation Rates.**

**3.3.4.1 Potential Escalation of Product Rates.** Likewise, at the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of product costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar Producer Price Index (“most similar,” as determined by and at the sole discretion of the Agency). For example, if, at the end of the first contract period the listed prevailing producer price index (PPI; or similar, as determined) increase 5% as compared with the producer rates on the date of contract execution, then the Contractor will, at the CO’s discretion, be entitled to a 5% increase in the PPI that he/she submitted in response to this IFB. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

**3.3.4.3 Notification Must Be Received From the Contractor.** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

**3.3.4.4 Right to Reject.** The Agency reserves the right to reject any such request for an increase in fees if the Agency feels doing so is in its best interests. Similarly, the successful bidder has the right to terminate services if the Agency rejects the request for an increase. This will occur in the following manner (procedure):

**3.3.4.4.1 Step No. 1.** The successful bidder submits his/her written request for an increase, accompanied by the required documentation, to the Agency CO within the required 60-day period (please see the preceding Section 3.3.3.2 herein);

**3.3.4.4.2 Step No. 2.** The Agency considers the requested increase and, within 10 days of receipt of such, issues a written response to the successful bidder as to if the request is approved or rejected;

**3.3.4.4.3 Step No. 3.**  If rejected and the successful bidder wishes to, as a result, cease providing the services to the Agency, the successful bidder has 10 days from the receipt of the written notice of rejection to deliver to the Agency CO a written notice that he/she is hereby invoking his/her right to discontinue the services within 120 days of the date this notice was delivered to the Agency (the specific date 120-days hence shall be written within the notice);

**3.3.4.4.4 Step No. 4.** The Agency will then endeavor to ensure that the Agency makes other arrangements to replace the successful bidder (e.g. contract with another firm; do the services in-house; etc.) as the Contractor for the applicable services; further, if such other arrangements are completed by the Agency prior to the aforementioned 120-day date, the Agency shall retain the right to deliver to the original successful bidder, a 10-day written notice to cease services (meaning, the 120-day period is a maximum additional contract period that the Agency may, at its discretion, shorten with such written notice).

##### 3.4 Bid Submission. All 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 bid submittal, shall be placed unfolded in a sealed package and addressed to:

**Agency Administrative Office**

**Attention: Alyce Williams**

**Procurement Office**

**920 DeQueen Blvd**

**Port Arthur, TX 77640**

 The package exterior must clearly denote the above noted IFB number and must have the bidder’s name and return address. Bids received after the published deadline will not be accepted.

* + 1. **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 noted Internet System, 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.
		2. **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 the 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.

**3.5 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 has not abided by this directive.

**3.5.1 Addendums.** 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* (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.

**3.6 Bidder’s Responsibilities — Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**3.6.1** Within **24 CFR 85.36(e)** it states:

**3.6.1.1** (e) Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

**3.6.1.2** (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

**3.6.1.3** (2) Affirmative steps shall include:

**3.6.1.3.1** (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

**3.6.1.3.2** (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

**3.6.1.3.3** (iii) 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;

**3.6.1.3.4** (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;

**3.6.1.3.5** (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

**3.6.1.3.6** (vi) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

**3.6.2** Within **HUD Procurement Handbook 7460.8 REV 2** it states:

**3.6.2.1** 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.

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

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

**3.6.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

**3.6.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;

**3.6.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

**3.6.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

**3.6.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

**3.6.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

**3.6.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**3.6.4 Requirements.** Accordingly, please see Section 3.1.7 within Table No. 3 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.

**3.7 Pre-bid Conference.** No pre-bid conference has been scheduled for this solicitation at this time.

**3.8 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]**

| **IFB Section** | **Document No.** | **Attachment** | **Attachment Description** |
| --- | --- | --- | --- |
| **3.8.1** | **1.0** |  | This IFB Document |
| **3.8.2** | **2.0** | **A** | Form of Bid |
| **3.8.3** | **3.0** | **B** | Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract* |
| **3.8.4** | **4.0** | **C** | Profile of Firm Form |
| **3.8.5** | **5.0** | **D** | Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction* |
| **3.8.6** | **6.0** | **E** | *Supplemental Instructions To Bidders & Contractors (SIPC)* |
| **3.8.7** | **7.0** | **F** | Sample Contract Form (please note that this contract and the listed 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) |
| **3.8.7.1** | **7.1** | **F-1** | Sample Contract Appendix No. 1: form HUD-5370-C (01/2014), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)* |
| **3.8.7.2** | **7.2** | **F-2** | Sample Contract Appendix No. 2: form HUD-5370-C (1/2014), *General Conditions for Non-Construction Contracts Section II (With Maintenance Work)* |
| **3.8.8** | **8.0** | **G** | Summary of Equal Specifications |
| **3.8.9** | **9.0** | **H** | PAHA *Profile of Properties* |

**4.0 BID EVALUATION.**

* 1. **Public 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 for any Lot bided. 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 (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.”

* 1. **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).
	2. **Responsible Evaluation.** The Agency will evaluate each bid submitted as to responsibility (e.g. 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.

* 1. **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 the Form of Bid, Attachment A, 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 noted eProcurement System,” including the contract clauses already attached as Attachments G and G-1 through G-2, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

* 1. **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:
		1. **Contract Form.** The Agency will not execute a contract on the Contractor’s form—contracts will only be executed on the Agency form (please see Sample Contract, Attachments G and G-1 through G-2, each attached hereto), and by submitting a bid the Contractor 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 Contractor 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.

* + 1. **Unauthorized Sub-Contracting Prohibited.**  The Contractor 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 Contractor as a result of the proposed contract; either as determined by the CO.
	1. **Contract Period.** The Agency anticipates that it will initially award a contract for the period of 1 year with the option, at the Agency’s discretion, of 4 additional one-year option periods, for a total maximum contract period of 5 years.
	2. **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:
		1. **Workers Compensation Insurance.** An original certificate evidencing the bidder’s current industrial (worker’s compensation) insurance carrier and coverage amount;
		2. **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an, together with the appropriate endorsement to said policy ***additional insured*** 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 deductible of not greater than $5,000;
		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.
		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, TX, any of the counties named within the INTRODUCTION on page 3 of the document (or, if required, within any governmental jurisdiction therein), and/or the State of Texas.
	3. **Right to Negotiate Final Fees.**  The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency’s options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
	4. **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. **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 work days of notification by the Agency.

 **Index of Tables [Table No. 7]**

|  |  |  |
| --- | --- | --- |
| Table | **Description** | Page |
| 1 | **Table of Contents** | 2 |
| **2**  | **IFB Information at a Glance** | **3** |
| **3** | **Properties Covered by this IFB** | **5** |
| **4** | **Tabbed Bid Submittal** | **6** |
| **5** | **Entry of Proposed Fees** | **7** |
| **6** | **Recap of Attachments** | **14** |
| **7** | **Index of Tables** | **18** |