

INTRODUCTION

The Brenham Housing Authority (BHA) is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the city of Brenham, TX. It is governed by a Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR).

Currently, BHA owns and/or manages: 148 low-income housing units, 66 affordable housing units under RAD PBV, 80 affordable housing units under PBV vouchers, and 50 Section 202 Senior units. BHA currently has 8 employees. In the last 3 years, BHA has made use of tax credit programs to rehab and construct new units to replace aging public housing units.

In keeping with its mandate to provide efficient and effective services, BHA is now soliciting proposals to install central ac/heat units in 34 two and three bedroom units in TX4. Proposals to include all labor and materials as well as electrical connections.

RFP INFORMATION AT A GLANCE

BHA CONTACT PERSON	Ben Menjares, Executive Director, Telephone 979-836-9221, ext. 109 or BMenjares@brenhamhousing.org
HOW TO OBTAIN THE RFP DOCUMENTS	Brenham Housing Authority 1801 Northview Circle Brenham, TX 77833 Or at: www.BrenhamHousing.org (employment/contractor tab)
WALK-THRU AND PRE-PROPOSAL CONFERENCE	Dec. 9, 2022 at 3:30 PM Brenham Housing Authority 1801 Northview Circle Brenham, TX 77833
PROPOSAL SUBMITAL RETURN & DEADLINE	*Tuesday, December 27, 2022 at 4:00 PM Brenham Housing Authority 1801 Northview Circle Brenham, TX 77833 *(Your proposal must be received in-hand and time-stamped by BHA by no later than 4:00 p.m. on this date).
ANTICIPATED APPROVAL BY BHA BOARD FINANCIAL SUBCOMMITTEE	Tuesday, December 27, 2022, 4:30 PM Brenham Housing Authority 901 Rink St. Brenham, TX 77833

1.0 BHA'S RESERVATION OF RIGHTS:

- 1.1 BHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the BHA to be in its best interests.

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- 1.2** BHA reserves the right not to award a contract pursuant to this RFP.
- 1.3** BHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 20 days written notice to the successful proposer(s).
- 1.4** BHA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP. These will be stated under the Scope of Work.
- 1.5** BHA reserves the right to retain all proposals.
- 1.6** BHA reserves the right to negotiate the fees proposed by the proposer.
- 1.7** BHA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8** BHA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9** BHA shall reserve the right to at any time during the RFP or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this RFP, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that he/she will inform BHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the BHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the BHA, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS: SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS Install 2 ton (in 18 2 bedrooms) and 2 ½ ton (in 16 3 bedrooms) central AC/Heat units for a total of 34 units. Installation to include evaporator coils, gas furnaces, filter grille, condensing unit and all copper lines. Also, the installation of supply plenum, condensate pumps, low and high voltage wiring and boxes/breakers, thermostats, flexible ducts and new registers. This is to be a complete, turn-key installation.

2.1 Services related to supplying windows:

- 2.1.1** Contractor to supply all labor and materials.
- 2.1.2** Contractor is responsible for all measurements, and needs to plan to install while tenants are still living in the unit.
- 2.1.3** Contractor to provide at least 14 SEER-2 rated units with a minimum of 5 year warranty on parts and labor.

2.2 Services related to installation:

- 2.2.1** Removal and disposal of old furnaces.
- 2.2.2** Reinstallation of new units
- 2.2.3** Installation of new electrical services and heavy duty pad.

- 2.2.4** Touchup painting as needed. (BHA to provide paint.)
- 2.2.5** Working hours – Since there are residents living in the area, Work is to be between 8:00 AM to 5:00 PM, Monday thru Friday.
- 2.2.6** All work will be done utilizing standard industry procedures.

1.3 Terms of Contract

Work is to be completed within 45 days. If work exceeds 45 days, contractor will loose 5% of his bid price for every day that he goes over the 45 days. Contractor is to provide a certified payroll, and follow any Davis-Bacon wage rates that apply.

2.3 Insurance requirements

- 2.3.1** Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The HA shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.
- 2.3.2** Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1000,000 with a deductible of not greater than \$1,000;
- 2.3.3** Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.
- 2.3.4** Worker's compensation coverage evidencing carrier and coverage amount.
- 2.3.5** The Contractor shall provide to the HA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 2.3.6** Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HA:

**Ben Menjares, Executive Director
1801 Northview Circle
Brenham, TX 77833**

Licensing: The Contractor shall provide certification that he has been trained to install HVAC units.

3.0 PROPOSAL FORMAT:

- 3.1 Tabbed Proposal Submittal:** The contractor will submit a binder with the following additional forms.

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- 3.1.1 **Attachment A - Form HUD-50071, *Certification of Payments*** This Form is attached hereto as Attachment A to this RFP document. This certifies that no payments were made to influence a member of Congress or other person.
- 3.1.2 **Attachment B – Form HUD-5369B Instructions to Bidders** – Attach copy
- 3.1.3 **Attachment C – Form HUD-5369-C** Proposer fill out, sign and date.
- 3.1.4 **Attachment D – Certification of Section 3 Business Preference** This form provides for a certification of business made up of public housing residents. These business qualify for special consideration under Section 3. **If the proposer does not claim any Section 3 preference, please place hereunder a statement that "NO SECTION 3 BEING CLAIMED."**
- 3.1.5 **Attachment E – HUD form 5370** – please sign and attach.
- 3.1.6 **Attachment F – Instructions to Proposers and Contractors** – attach copy
- 3.1.7 **Attachment G - Other information to include in your proposal**
 - 3.1.7.1 **Equal Employment Opportunity:** The proposer must submit under this tab its Equal Opportunity Employment Policy
 - 3.1.7.2 **The contractor’s address;**
 - 3.1.7.3 **Point of contact and email address:**
 - 3.1.7.4 **The contractor’s telephone number;**
 - 3.1.7.5 A brief description of the company and it’s history and scope
 - 3.1.7.6 A list of at least 3 references with contact numbers.
- 3.1.8 **Proposal:** Please provide BHA with a lump sum price to provide all 34 HVAC units.
- 3.2 **Proposal Submission:** All proposals must be submitted and time-stamped by BHA no later than the submittal deadline stated herein (or within any ensuing addendum). An original signature copy (marked "ORIGINAL"), shall be placed unfolded in a **sealed** package and addressed to:

Brenham Housing Authority
1801 Northview Circle
Brenham, TX 77833

An additional 2 copies will be included for review. The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals submitted after the published deadline will not be accepted.

- 3.3 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS OR NOTATIONS ON THE DOCUMENTS TO BE SUBMITTED! Proposers 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 BHA by the proposer, such may

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invalidate that proposal. If, after accepting such a proposal, the BHA decides that any such entry has not changed the intent of the proposal that the BHA intended to receive, the BHA may accept the proposal and the proposal shall be considered by the BHA as if those additional marks, notations or requirements were not entered on such. By accepting a bid proposal package, each prospective proposer is thereby agreeing to confirm all notices that the BHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

3.4 Submission Responsibilities: It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the BHA, including the RFP document, the documents listed within, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by BHA to exclude any of the BHA requirements contained within the documents may cause that proposer to not be considered for award.

3.5 Proposer's Responsibilities--Contact With the BHA: It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the Executive Director of BHA. Preferred form of communication is email so that the answers to any questions can be shared with all submitters. Proposers must not make inquiry or communicate with any other BHA staff member or officials (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for the BHA to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.6 Walk-thru and Pre-Proposal Conference: It is highly recommended that submitters attend the on-site walk-thru of buildings and pre-proposal conference mentioned on page 1. The purpose of the walk-thru and conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference we will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though BHA would prefer that some such questions be delivered in writing prior to the conference. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference with them.

4.0 CONTRACT AWARD:

4.1 If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

4.1.1 Upon final completion of the proposal evaluation process, the BHA Executive Director will prepare a written award recommendation to be submitted to the a subcommittee selected by Board of Commissioners of BHA. The BHA Board subcommittee will then make its determination of whether or not to accept the winning proposal. If the recommendation is followed and the top-rated proposer is approved for award, all proposers will receive notice of the result. Contract price negotiations may, at the BHA's option, be conducted prior to or after the

Board approval. **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by BHA pursuant to this RFP:

- 4.1.2 Contract Form:** The BHA will not execute a contract on the successful proposer's form--contracts will only be executed on the BHA form, and by submitting a proposal the successful proposer agrees to do so (please note that the BHA reserves the right to amend this form as the BHA deems necessary). However, the BHA will consider any contract clauses that the proposer wishes to include therein, but the failure of the BHA to include such clauses does not give the successful proposer the right to refuse to execute the BHA's contract form. It is the responsibility of each prospective proposer to notify the BHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The BHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the BHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.
- 4.1.3 Assignment of Personnel:** The BHA shall retain the right to demand and receive a change in personnel assigned to the work if the BHA believes that such change is in the best interest of the BHA and the completion of the contracted work.
- 4.1.4 Unauthorized Sub-Contracting Prohibited:** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of BHA. Any purported assignment of interest or delegation of duty, without the prior written consent of BHA shall be void and may result in the cancellation of the contract with the BHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by BHA.
- 4.2 Right To Negotiate Final Fees:** The BHA shall retain the right to negotiate the amount of the bid to be paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at the BHA's options, be the basis for the beginning of negotiations. Such negotiations shall begin after BHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of BHA successfully concluded within 5 business days, BHA shall retain the right to end such negotiations and begin negotiations with the next rated proposer.
- 4.3 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal laws.