



## Request for Proposals

for

Renovations for Bluebonnet View

*Proposals for this requirement will be accepted until 5:00 P.M. on December 31, 2023*

**Proposals May be Mailed or Delivered to:**

**Pearsall Housing Authority**

**501 W Medina**

**Pearsall, Texas 78061**

**No Late Proposals Will Be Accepted**

### **NOTICE TO PROPOSERS:**

1. THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY PROPOSER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE PROPOSAL. NON-RESPONSIVE PROPOSALS WILL BE REJECTED. PROPOSER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
2. IF THE SELECTED PROPOSER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 1, THEN THE HOUSING AUTHORITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER PROPOSER.
3. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, PROPOSER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK

## **SPECIAL TERMS AND CONDITIONS**

### **Proposal Requirements /Terms**

1. Unless otherwise called for, the number of copies specified in the RFP, shall be submitted typewritten or printed in ink. Many Requests for Proposals are in a word format that can be completed on your computer and will be noted on the cover page if available.
2. Each proposal should be placed in a separate envelope completely and properly identified with the RFP title, due time and date. Proposal must be time stamped at the appointed receipt location before the hour and date specified for the proposal receipt. Responsibility for having the proposal properly marked and to the opening location by the specified date and time is solely the offerors. All copies of the proposal may be delivered in the same box/package.
3. Any Proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a minimum period as stated in the RFP following the final acceptance date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the Housing Authority.
4. Late proposals will not be accepted under any circumstances.
5. Proposal should give full firm name and address of Offerer. Failure to manually sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. Insert your Federal Employer's Identification Number \_\_\_\_\_ or Sole owner should enter SSN \_\_\_\_-\_\_\_\_-\_\_\_\_.
6. Purchases made for the Housing Authority use are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your proposal. Tax exemption certificates will be furnished by the housing authority upon request.
7. Telephone proposals are not acceptable when in response to an RFP.

the intent of awarding a contract for the requirement contained in this RFP. However, the Housing Authority is not obligated to award a contract on this solicitation and reserves the right to reject any and all proposals and award the proposal to best serve the interests of the Housing Authority.

1. Offerors electing to respond to this RFP are responsible for all costs of proposal preparation. The Housing Authority is not liable for any costs incurred by a offeror in response to this RFP.
2. No public disclosures or news releases pertaining to this RFP shall be made without prior written approval from the housing authority.
3. In case of a tie between two or more offerors, the award will be made in accordance with preferences as outlined by statute.
4. The Offeror agrees to protect the housing authority from claims involving infringement of patents or copyrights.
5. The Offeror hereby assigns to Purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. 1973 and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
6. No substitutions or cancellation permitted without the written approval of the Executive Director. Deliveries made pursuant to a resulting contract shall be made during normal working hours only, unless approval for late delivery has been obtained.
7. Contractor shall submit two copies of an itemized invoice to Accounts Payable, Pearsall Housing Authority, 501 W Medina, Pearsall Texas 78061. Each copy of the invoice shall reference the RFP numbers.
8. In the event of a conflict between the standard proposal requirements and conditions and the attached detail specification, the detail specifications shall govern.
9. Governing Law & Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes or lawsuits arising from the performance of this contract shall be exclusively in Frio County, Texas. The parties agree that all performance under this contract shall take place in Frio, County, Texas. The Contractor and housing authority agree that all payments made under this contract shall take place in Frio County, Texas.
10. This obligation and undertakings of each of the parties to this contract shall be deemed to have been performed in Frio County, Texas.

### **Conditions**

The Pearsall Housing Authority is requesting proposals with

## **Executive Summary:**

The Pearsall Housing Authority invites prospective respondents to submit proposals for renovation work at the property of Bluebonnet View on Frio and Leona St. The respondents will provide a proposal that includes all labor, mechanical and ongoing maintenance associated with the renovation

Respondents who meet the criteria set forth herein shall submit a proposal that meets all of the requirements set forth in this RFP. The Housing Authority is appreciative of your time and effort in preparing a proposal.

**Pre-bid Walkthrough** A pre-bid walkthrough will be held at the Bluebonnet View Apartments (1204 E Leona Pearsall, Texas 78061) can be scheduled anytime through our office. The scope of the project will be covered and will include a walkthrough of the area. Bidders are welcome to ask questions at that time. This pre-bid walk through is however not mandatory.

### **I. SCOPE of WORK**

- Replace all skirting
- Adding Z flashing
- Replace framing as needed
- Replace trim boards on windows and corner trim
- Caulk
- Add insulation
- Paint a neutral color
- Address safety issues of water and leaking bibs as needed
- Replace siding as needed.

### **II. REQUIRED CONTENT OF PROPOSAL**

#### **a. General Requirements**

- i.** Respondents are encouraged to be creative and resourceful in proposing the most cost-effective and efficient solutions for the needs outlined in this RFP.

ii. All costs incurred in the preparation and presentation of this proposal shall be wholly absorbed by the contractor.

iii. **Proposals shall not exceed ten (10) pages.**

b. **Proposals shall contain the following**

i. **Cover Sheet**

1. List the official name, address, phone number, fax number, email address of the vendor, as well as the name of the principal contact person and the name of the person authorized to execute the contract.

ii. **Vendor's Qualifications**

1. A description of the experience and qualifications of the proposed staff member(s) who will be performing the services. This information shall be in sufficient detail to allow analysis of the proposed individual's qualifications and must, at a minimum, include number of years with the firm, education, major projects worked on or completed within the past five years, and related experience. Individuals identified in the RFP shall not be removed from this project team for the duration of the contract without the express written permission of the Pearsall Housing Authority.
2. Total number of Employees
3. Total number of Clients
4. A list of three (3) recent public sector client references, including contact person, telephone and fax numbers, and email and mailing addresses.

### **III. Proposed Methodology and Related Information**

1. Provide a detailed description of the services and methods by which the work will be performed. This description shall include the following
  - a. Contractors's understanding of the services to be provided;
  - b. Description of how the contactors proposes to implement the application. Include descriptions and documentation of proposed methodology. Describe and outline the tasks that the contractor believes are necessary to complete the project;
  - c. Estimated time the project will take from beginning to completion, including a proposed timeline, dates, and milestones.
  - d. Explanation of what work, if any, Pearsall Housing Authority staff will be required to perform;

### **IV. Proposed Cost of the Project**

- a. Provide a detailed project budget. The associated costs must be identified for each phase.
- b. Prices quoted shall be firm and not subject to increases during the term of any contract that the vendor and Pearsall Housing Authority may enter into as a result of the proposal. The proposal must clearly specify the expiration date of the quoted price.

### **V. EVALUATION CRITERIA**

- a. The Executive Director will evaluate the proposal.
- b. The following will be considered in the selection of a contractor. The relative importance of each factor is a management judgment and will include both objective and subjective factors.

- i. Relevant qualifications/experience for similar-sized municipalities/clients and qualifications/experience of assigned staff.
- ii. Feedback from references.
- iii. Proposed plan for the project.
- iv. Contractor's ability to complete the project in a timely manner.
- v. Contractor's ability to complete the project within budget.
- vi. Accessibility of the assigned staff.

## **VI. GENERAL CONDITIONS**

- a. All proposals must conform to the requirements of this RFP and must be submitted according to the outline set forth in Section II.
- b. Pearsall Housing Authority reserves the right to reject any or all proposals, to waive any defects in the proposals received, and to select the contractor considered the most advantageous to the Pearsall Housing Authority
- c. Proposals received after the deadline and/or received unsigned shall be considered void and will NOT be considered.
- d. All proposals, responses, inquiries, correspondence or other documents relating to this RFP will become the property of the Pearsall Housing Authority when received. Pearsall Housing Authority reserves the right to use any or all ideas presented in any proposal, whether amended or not; selection or rejection of a proposal does not affect this right.

## **VII. TERMS AND CONDITIONS**

- a. The selected vendor will be required to sign a contract with the Pearsall Housing Authority, the form and substance of which must be acceptable to the Pearsall Housing Authority.
- b. The contract to be signed between Pearsall Housing Authority and the vendor may include the following terms and conditions –
  - i. The vendor selected must be an independent contractor.
  - ii. All work product shall become Pearsall Housing Authority property.
  - iii. A timeline for performance objectives.
  - iv. Provisions for termination in the event of non-performance, *force majeure*, or by either party upon ten (10) days written notice prior to cancellation.
  - v. Prohibition against assigning or transferring the awarded contract without prior written consent of Pearsall Housing Authority
  - vi. Requirement that the vendor abide by Pearsall Housing Authority's Ethics Code to the extent it is applicable.
  - vii. Contractor will be required to carry, maintain and furnish proof of insurance coverage, including worker's compensation coverage.
  - viii. Contract shall include an indemnity provision by contractor to Pearsall Housing Authority covering damages, losses, expenses, attorney's fees, etc. against Pearsall Housing Authority for claims involving patent, copyright infringement or related claims, negligent performance, or any tortuous conduct by contractor, its employees, agents, representatives, or anyone else associated with contractor.
  - ix. Pearsall Housing Authority is exempt from payment of the Texas Sales Tax and Federal Excise Tax. Its taxpayer identification number will be provided to the successful proposer.
  - x. Final work product will be due from contractor one hundred and twenty (120) days following execution of a contract between Pearsall Housing Authority and the contractor.

xi. Any and all other provisions deemed necessary by Pearsall Housing Authority.

## VIII. REQUESTED RESPONSES

Proposal Due Date: Thursday August 31, 2023, no later than 5:00 PM

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Place: Pearsall Housing Authority  
501 W Medina. Pearsall, Texas 78061

Accepted Forms: Hard Copy delivered via mail, delivery service or in person. One original and (2) copies are mandatory. Proposals shall be typed. Proposals must be submitted in a sealed envelope addressed to Pearsall Housing Authority, and labeled "RFP PHA with the name and address of the firm on the outside of the envelope.

## IX. PRE-PROPOSAL ASSISTANCE

Questions regarding this RFP should be directed to the Pearsall Housing Authority Executive Director, Jessica Ramos at 830-334-9416 or via email at [director@pearsallha.org](mailto:director@pearsallha.org). The questions and answers may be shared with all bidders. It is an explicit provision of this RFP that any oral communication is not binding on the Pearsall Housing Authority.

The Pearsall Housing Authority is an equal opportunity employer and any mandated Federal and State laws and requirements will be followed