



REQUEST FOR PROPOSALS (RFP) No. P19008
On-Call HVAC Services

DATE: March 28, 2019

CONTACT NAME: All questions shall be sent via e-mail to: procurement@hacc.org

One (1) original and one (1) copy of the Proposal Responses are due on **Thursday, April 18, 2019 at 2:00 p.m. CST**. Deliver or hand carry to the Corpus Christi Housing Authority, 3701 Ayers, Corpus Christi, TX 78415 (Front Window)

- Note:
1. The term is for one initial year with options to extend for four additional one-year periods.
 2. The Agency is establishing a pool of qualified vendors. Award may be to some or all responding vendors.
 3. No contract will be issued as a result of this solicitation. Approved Vendors will be asked to quote on individual jobs and Purchase Orders will be issued.
 4. Last year, the Agency spent approximately \$60,000 for On-Call HVAC Services.

A handwritten signature in blue ink, appearing to read "Brian Bray", is written over a horizontal line.

Brian Bray C.P.M.
Vice-President of Procurement

Signature and submission of this response shall serve as evidence that the Contractor understands and agrees to all conditions of the Request For Proposals.

Company Name

Printed Name of Authorized Representative

Signature

Address

Phone Number

E-Mail Address

Date

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

- 1.1 **Right to Reject, Waive, or Terminate the RFP.** 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 Agency to be in its best interests.
- 1.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency Contracting Officer (CO).
- 1.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 1.7 **Right to Reject any Proposal.** 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 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 1.9 **Right to Prohibit.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS. The Agency is soliciting pricing for On-Call HVAC services at locations throughout Corpus Christi, TX. Services will be on an as needed basis throughout the year. The purpose of this proposal is to qualify and award to a pool of vendors meeting all requirements set forth in this solicitation. See attached Scope of Work.

3.0 Offer’s Experience: Offerors must complete the following information and return as part of the RFP response. Offerors must provide a list of similar accounts for the last 5 years using the following **SAMPLE** format:

Client Name, Description & Location	Contact Name/Phone Number/Email	Annual Contract Amount	Dates of Service
ABC Housing Authority On-Call HVAC Services Somewhere, USA	Name Phone Email	\$70,000	January 1, 2014 – December 31, 2015; or January 1, 2015 - present

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4.0 PROVISIONS.

- 4.1 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.
- 4.2 Unauthorized Sub-Contracting Prohibited.** The Contractor 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 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.
- 4.3 Award Period.** The award period is for one year with four additional one-year options to renew.
- 4.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:
- 4.4.1 Workers Compensation Insurance.** An original certificate evidencing the proposer'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);
- 4.4.2 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;
- 4.4.3 Automobile Insurance.** An original certificate showing the proposer'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.
- 4.4.4 City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Corpus Christi, Nueces County, and/or the State of Texas.

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- 4.5 Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are quoted by Approved Vendors.
- 4.6 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations. Industry and manufacturer standards apply.
- 4.7 Jurisdiction of Law.** The laws of the State of Texas shall govern. The parties agree that Nueces County, Texas is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.
- 4.8 Indemnification.** Offeror shall fully indemnify, save, and hold harmless the Agency, its officers, employees, and agents (hereinafter "the Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever based on personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, unless such injury, loss, or damage is caused by the sole negligence of the Indemnities. Offeror shall at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and/or actions.
- 4.9 Commitment of Current Revenue:** The Agency, by law, reserves the right to terminate this contract at the expiration of each budget year. The contract is conditioned on a best effort attempt to obtain and appropriate funds for payment of the award and the continuing right to terminate. This award is a commitment of current revenues only.
- 4.10 Warranty.** All products shall have a standard commercial or manufacturer's warranty.

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1 – General Information

1. Name of Firm: _____
Address of Principle Office: _____
Phone: _____ Fax: _____
Form of Business Organization: _____
Responsible Contact Personnel:
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - 5.1 Has your organization ever failed to complete any work awarded to it?
 - 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 5.3 Has your organization filed any lawsuits or requested arbitration or mediation with regard to any contracts within the last fifteen years?

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Form of Proposal

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal.

(2) Resident Participation Statement. Are you claiming a Resident participation business preference? Yes No

(3) Debarred Statement. Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(4) Disclosure Statement. Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status. PLEASE NOTE: The Agency reserves the right to not make award to any proposer that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other proposer or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said proposal are true.

(7) Proposer's Statement. The proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the

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Agency, either in hard copy or referenced. Pursuant to all RFP Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply the Agency with the services described herein for the fee(s) entered within.

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Scope of Work

1. Contractor shall provide all labor, supervision, tools, equipment, mileage, and materials, to furnish complete industry standard replacement, repair, and upgrades.
2. Removal and proper legal disposal of any and all debris generated by the replacement/repair.
3. For non-emergency requests, the Contractor shall respond within 4 working hours upon receiving verbal request from Owner with a Purchase Order Number. For emergency requests, the Contractor shall respond to site within 2 hours of verbal notification from Owner. Contractor shall provide after hour contact information to Owner.
4. When contacted by the Agency with a Purchase Order number, the Contractor shall assess to work and provide a quote based on submitted unit pricing. Once accepted, a Purchase Order shall be issued and the Contractor shall begin work immediately subject to the availability of captive replacement parts.
5. Contractor shall be responsible for making arrangements for access into units and all areas of the building with the Property Management office.
6. All required permits and inspections will be the responsibility of the contractor. Copies of all permits and inspections shall be furnished to Agency upon request.
7. Do not bid, provide, or install any hazardous materials, or products as defined by Federal and State regulations containing hazardous materials in this project, including but not limited to asbestos, polychlorinated biphenyl (PCB), lead, etc.
8. Removal of any Asbestos Containing Material (ACM) will not be the responsibility of the Contractor. In the event any material suspected to contain asbestos is discovered during the construction process, immediately Stop Work in the affected area, and report the condition to the appropriate Property Manager.
9. Contractor shall be able to perform, or cause to be performed, HVAC Services work to include, but not limited to, diagnostic testing, part replacement, unit replacement, wiring, Freon charging, coil cleaning and any other HVAC related work.
10. Contractor shall charge no more than 10% markup on materials. Proof of purchase must be furnished upon request from the Agency.

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11. Contractor shall charge no more than submitted unit prices for labor. However, the Contractor may offer more favorable pricing based on quantities or less complex work.
12. The Agency is establishing a pool of qualified contractors to perform On-Call HVAC Services. The Agency reserves the right to solicit quotes from one, some or all of the contractors in the pool.
13. Contractor shall roll any service call fees into the final cost of repair or replacement unless no other work was performed beside the diagnostic test.

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Description	Price
1. Service Call, Diagnostic Test and Provide Quote. (include any minimum charges) *	\$
2. Hourly Labor Rate for Repair and Replacement.	\$
3. Mark-up on Equipment and Materials. (not to exceed 10%)	%

*** Service call fees must be rolled into cost of repair or replacement.**