



Housing Authority of the City of Victoria, Texas

"Better Housing Today... Better Citizens Tomorrow"



4001 N. HALSEY STREET
VICTORIA, TEXAS 77901
361-575-3682

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Housing Authority of the City of Victoria, Texas

4001 N. HALSEY STREET, VICTORIA, TEXAS 77901

INVITATION FOR BIDS

IFB # 2024-003

FOR

**Replacement & Installation of Supply Lines, Shut
Off Valves, & Boxes on 321 Apartments.**

Prepared by:

Procurement Office of the
Housing Authority of the City of Victoria
4001 Halsey Street
Victoria TX 77901
(361) 575-3682



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TABLE OF CONTENTS

SECTION 1: Introduction 5

1.1. Introduction

1.2. Contact/Access at a Glance

SECTION 2: HACV’s Reservations of Rights.....6

2.1. Right to Reject, Waive, or Terminate the IFB

2.2. Right to Not Award

2.3. Right to Terminate

2.4. Right to Determine Time and Location

2.5. Right to Retain Bid

2.6. Right to Negotiate

2.7. Right to Reject Any Bid

2.8. No Obligation to Compensate

2.9. Right to Prohibit

2.10. Right to Reject – Obtaining Competitive Solicitation Documents

SECTION 3: IFB Intent and Notices to Bidders..... 7

3.1. IFB Intent

3.2. Written Bid

3.3. Disclaimer

3.4. HACV to Distribute Solicitation Documents

3.5. Acceptance

3.6. Restricted Discussions

3.7. ADA Requirements

3.7. Section 3 Business Opportunity

SECTION 4: Solicitation Schedule and Information 9

4.1. Solicitation Schedule

4.2. Pre-Bid Meeting

4.3. Submission of Bid Questions

4.4. HACV’S Answer to Bid Questions

4.5. Submission Deadline

SECTION 5: Project Information and Scope of Work..... 10

5.1. Background Information

5.2. Scope of Work

5.3. Contractor Responsibilities

5.4. Schedule of Services



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- 5.5 Project Supervision
- 5.6. Site Safety and Use of Premises
- 5.7. Permits and Inspections
- 5.8. Warranties
- 5.9. HACV Supplied Materials
- 5.10. HACV's Right to Finish Partial Work
- 5.11. Project Closeout

SECTION 6: Bid Format and Submission Instructions 16

- 6.1. Two-Step Bidding Process
- 6.2. Entry Of Bids
- 6.3. Additional Information Pertaining to the Bid Items
- 6.4. Bid Submission
- 6.6. Bidder's Responsibilities – Contact with HACV
- 6.7. Bidder's Responsibilities – Equal Employment Opportunity and Supplier Diversity
- 6.8. Recap of Attachments

SECTION 7: Bid Evaluation..... 23

- 7.1. Public Bid Opening
- 7.2. Responsive Evaluation
- 7.3. Responsible Evaluation
- 7.4. Restrictions

SECTION 8: Solicitation and Contract Terms and Conditions 24

- 8.1. Acceptance and Rejections of Bids
- 8.2. Accurate Information
- 8.3. Addenda and Amendments
- 8.4. Alternate Bid
- 8.5. Binding Bid
- 8.6. Confidentiality
- 8.7. Errors in Bids
- 8.8. Late Bids
- 8.9. Modifications to Bids
- 8.10. Return of Bid Bonds
- 8.11. Optional Good and Services
- 8.12. Solicitation Documents
- 8.13. Solicitation Protest
- 8.14. Contract Award Procedures
- 8.15. Contract Conditions
- 8.16. Contract Period
- 8.17. Right to Negotiate Final Fees



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- 8.18. Use of Broker
- 8.19. Assignment of the Contract
- 8.20. Changes in Good and/or Services
- 8.21. Contract Disputes
- 8.22. Dissemination of Data
- 8.23. Employment as Independent Contractor
- 8.24. Force Majeure
- 8.25. Immigration Reform and Control Act
- 8.26. Inconsistent Provisions
- 8.27. Indemnification
- 8.28. Laws and Regulations
- 8.29. No Liens
- 8.30. No Waiver
- 8.31. Non-Discrimination Requirements
- 8.32. Nonexclusive
- 8.33. Ownership of Materials
- 8.34. Records
- 8.35. Subcontractors
- 8.36. Survival
- 8.37. Termination

SECTION 9: Special Terms and Conditions..... 32

- 9.1. Insurance
- 9.2. Personnel
- 9.3. Safety and Health Requirements
- 9.4. Contractor Capacity
- 9.5. Contract Term
- 9.6. Post Award Conference (Contract Kick-Off Meeting)
- 9.7. Contract Administration
- 9.8. Unauthorized Use of HACV Equipment
- 9.9. Work Coordination and Scheduling

SECTION 10: Required Forms..... 35

END OF SECTION



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SECTION 1: Introduction

1.1 INTRODUCTION

The Housing Authority of the City of Victoria (hereinafter, "HACV") is a public entity that was formed to provide federally subsidized housing and housing assistance to low-income families, within the City of Victoria, Texas. HACV 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 HACV's procurement policy. Though brought into existence by a Resolution of the City of Victoria, it is a separate entity from the City.

Currently, the Agency owns and/or manages and/or is in partnership for: (a) 9 developments totaling 321 units of HUD public housing and 354 Section 8 Tenant Housing Vouchers.

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

1.2 CONTACT/ACCESS INFORMATION AT A GLANCE

HACV CONTRACTING OFFICER	Tammy Emerson, Executive Director temerson@victoriahousing.org Telephone 361-575-3682, ext. 330
HACV PROCUREMENT OFFICER	Candice Clay, Procurement Officer cclay@victoriahousing.org Telephone 361-575-3682, ext. 341
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none"> Attend sealed bid meeting on Tuesday May 7, 2024 at 10:30 AM. Pick up documents at 4001 Halsey after sealed bid meeting. Obtain documents at https://www.victoriahousing.org/procurement
LAST DAY TO SUBMIT QUESTIONS:	<ol style="list-style-type: none"> All questions must be submitted in writing via email at: cclay@victoriahousing.org Must be submitted by 06/04/2024 4:00 PM. All questions answered and posted to the Housing Agency Marketplace website by 06/05/2024 4:00pm
PROPOSAL SUBMITTAL RETURN & DEADLINE	Monday June 10, 2024 By 4:00 PM Housing Authority of the City of Victoria 4001 Halsey St, Victoria, Tx 77901
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A PROPOSAL SUBMITTAL	<ol style="list-style-type: none"> Return IFB documents in a sealed envelope. <i>See Section 6</i>
SEALED BID OPENING	Tuesday 06/11/2024 at 10:30 AM 4001 Halsey St, Victoria, Tx 77901

~ END OF SECTION 1 ~



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SECTION 2: HACV's Reservations of Rights

2.1 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 HACV to be in its best interests.

2.2 Right to Not Award

Not award a contract pursuant to this IFB.

2.3 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).

2.4 Right to Determine Time and Location

Determine the days, hours, and locations that the successful bidder(s) (hereinafter, "Contractor") shall provide the services called for in this IFB.

2.5 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 HACV Contracting Officer (CO).

2.6 Right to Negotiate

Negotiate the fees proposed by the bidder entity.

2.7 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 offering alternate or non-requested services.

2.8 No Obligation to Compensate

Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.

2.9 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 obtaining a bid packet, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document, 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 HACV that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACV, but not the prospective or actual bidder, of any responsibility pertaining to such issue.

2.10 Right to Reject – Obtaining Competitive Solicitation Documents

The only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda) is by attending the sealed bid meeting or the Housing Agency Marketplace website. Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information in this manner. 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 contact the Housing Agency Marketplace website, to obtain the documents. HACV will reject without consideration any response submitted from a firm that has not obtained the documents from the Housing Agency Marketplace website.

~ END OF SECTION 2 ~



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SECTION 3: IFB Intent and Notices to Bidders

3.1. IFB INTENT

HACV is seeking sealed bids from qualified contractors to provide replacement & installation of supply lines, shut off valves and boxes for 321 apartments across 9 properties owned by Victoria Housing Authority. The Contractor will provide services as outlined in this Scope of Work. The work includes, but is not limited to plumbing, and any other as-needed repairs.

3.2. WRITTEN BID

Bidder shall provide a written bid, fully compliant with all preceding instructions to HACV. Award may not be made to any Bidder who has not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its bid the ability to perform all contract requirements. Only information contained in a bid will be evaluated.

3.3. DISCLAIMER

This is a Solicitation only; it is not a contract. HACV shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All bids submitted to and accepted by HACV shall become the exclusive property of HACV and shall not be returned. HACV reserves the right to reject any or all bids in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of HACV. HACV is under no obligation to any bidder until a contract is executed for the Services described herein.

3.4. HACV TO DISTRIBUTE SOLICITATION DOCUMENTS

HACV is the sole entity with HACV to issue and/or distribute any Solicitation Documents and/or information related thereto. All Solicitation Documents obtained from any source other than HACV may be incomplete or incorrect. HACV assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by HACV.

3.5. ACCEPTANCE

The submission of a bid shall constitute acknowledgement and acceptance by the Bidder of the requirements, specifications and terms and conditions specified herein.

3.6. RESTRICTED DISCUSSIONS

Bidders are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of HACV except as expressly authorized herein. HACV may, in its sole discretion, reject the bid submitted by any Bidder who is in violation of this provision. All verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

3.7. ADA REQUIREMENTS

Individuals with a disability, who would like to receive the information in this Solicitation in another form, may contact HACV's Procurement Office by phone (361) 575-3682 x 341 or by email to cclay@victoriahousing.org.

3.8. SECTION 3 BUSINESS OPPORTUNITY

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD Assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.



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The parties to the contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of the contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 135 regulations.

~ END OF SECTION 3 ~



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SECTION 4: Solicitation Schedule and Information

4.1. SOLICITATION SCHEDULE

Below is the schedule of events for this Solicitation. HACV reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of HACV; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Central Time (daylight or standard, as applicable).

EVENT	DATE	TIME
A. Solicitation Issued:	05/07/2024	10:30 AM
B. Pre-Bid Meeting: <i>See Subsection 4.2 for additional information</i>	05/07/2024	10:30 AM
C. Bidder Questions Due in Writing: <i>See Subsection 4.3 for additional information</i>	06/04/2024	4:00 PM
D. HACV's Answers to Questions Issued: <i>See Subsection 4.4 for additional information</i>	06/05/2024	4:00 PM
E. Submission Deadline: <i>See Subsection 4.5 for additional information</i>	06/10/2024	4:00 PM

4.2. PRE-BID MEETING

The scheduled pre-bid meeting identified in Section 4.1 of this document is, pursuant to HUD regulation, is not mandatory. Many prospective bidders have previously responded to an IFB with a Two-Step, multi-tabbed submittal and feel comfortable in doing so without attending the pre-meeting. The purpose of this meeting 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 meeting HACV will conduct an overview of the IFB documents, including the attachments. Whereas the purpose of this meeting is to review the IFB documents.

4.3. SUBMISSION OF BID QUESTIONS

All questions regarding this Solicitation shall be submitted to Candice Clay, Procurement Officer at cclay@victoriahousing.org and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless HACV, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

4.4. HACV'S ANSWERS TO BID QUESTIONS

HACV's answers to questions submitted by Bidders will be posted by addendum and posted on the Housing Agency Marketplace website on the date specified in the Solicitation Schedule.

4.5. BID-SUBMISSION DEADLINE

All submissions are due on June 10, 2024, by 4:00 PM bids received after this deadline will not be accepted.

~ END OF SECTION 4 ~



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SECTION 5: Project Information and Scope of Work

5.1. BACKGROUND INFORMATION

HACV is seeking bids from qualified and licensed Contractor to enter into a contract with the most responsive and responsible Bidder. The Contractor will be required to provide supervision, labor, tools, materials and equipment necessary to replace all existing exterior main lines, supply lines, shut off valves and boxes on all 321 apartments across 9 properties owned by Victoria Housing Authority.

5.2. SCOPE OF WORK

The following is an outline describing the Scope of Services anticipated to be required of the Contractor under the terms and conditions of the Contract. The types of services are intended as examples and are not necessarily inclusive of all of the type of services the Contractor may be required to perform during the life of the Contract. If unable to perform any of the listed services the Contractor is expected identify such services in its bid.

A Contractor Will

- Call 811 for all 321 apartments prior to any digging and pull any permits if necessary; Sending HACV copies of all paperwork received.
- Proper barriers and safety equipment will be set and used for the entirety of the job.
- Follow all State and Local Laws, Regulations and City Codes.
- Give each building 48 hours' notice before cutting water off. Water must be turned back on before leaving for the day. HACV will assist in getting notices out to tenants.

B Replacing supply lines, shut off valves & boxes:

All 321 units will have a new exterior water supply line, shut off valve and box installed as well as replacing the 3" main water supply line. The line replaced will be from the city meter to each unit. All valves and boxes at each unit will need to be near ground level, approximately 36 valves are around 3 feet deep, but the top of the valve box should be level with ground as to not interfere with lawn mower. New lines will be trenched and laid over the existing line, leaving old main lines in the ground but removing old ¾" supply line, valves and boxes. Supply line location should remain in same place as existing line, when adding a new ¾" supply line for a unit, location needs to be consistent with units around it. Tie-ins at each unit may be copper or PVC. A new 3" valve will be installed at each city meter on our side of the city's meter, this valve will be in line with the city's meter and will need to be in a box (box lid will need to be at ground level) as well.

HACV does not have a count on what units do and do not have a supply line, valve/box.

Work to be done:

- a. Supply all equipment and material needed to install main lines, supply lines, shut off valves and boxes on each apartment.
- b. Install a new 3" valve in line with city's meter, covering with appropriate box - (3" Valve-Stainless Steel).
- c. Install all new 3" Main Line using appropriate material (sand/dirt) for proper drainage (line must be 3" PVC)



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- d. Install tracer line along all 3" main lines.
 - e. Install all new ¾" Supply Lines, Shut Off Valves & Boxes running to each unit.
 - i. Supply Lines must be ¾" PEX-B Pipe
 - ii. Each new box is to be 18" L X 12.5" W X 10"H rectangular with snap lock lid plastic
 - iii. Each new water valve is to be PEX Stainless Steel ¾"
 - f. Checking for proper function and leaks in all areas before covering.
 - g. Using appropriate material (sand/dirt) for proper drainage.
 - h. Cover all holes or trenches dug during the work performed.
 - i. Perform work, being diligent to not damage any personal belongings of residents or HACV property.
 - j. Verify adequate water flow at each apartment at the end of each day.
- C 9 Properties- (321 Apartments)**
- a. **Crestwood - 1410 E. Crestwood**
 - i. 102 Apartments
 - b. **Mary Krenzler Villa - 4101 Halsey & 4202 Nimitz**
 - i. 30 Apartments
 - c. **Fillmore – 802 Fillmore Dr.**
 - i. 24 Apartments
 - d. **Leary Ln – 2309 Leary Ln.**
 - i. 36 Apartments
 - e. **Lova 1 – 1609 Lova Dr.**
 - i. 26 Apartments
 - f. **Lova 2 – 1801 Lova Dr.**
 - i. 28 Apartments
 - g. **Lova 3 – 1805 Lova Dr.**
 - i. 17 Apartments
 - h. **Griffith Terrance – 1008 S. East.**
 - i. 30 Apartments
 - i. **Anna Blackley – 1002 S. Depot**
 - i. 28 Apartments
- D** Maps from the City of Victoria's website with the city's meters can be viewed at:
- a. Crestwood: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - b. Mary Krenzler Villa: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - c. Fillmore: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - d. Leary Ln: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - e. Lova 1, 2 & 3: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - f. Griffith Terrance: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)
 - g. Anna Blackley: [City of Victoria GIS Map Viewer \(victoriatx.org\)](http://victoriatx.org)



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5.3. CONTRACTOR RESPONSIBILITIES

A. Access for Emergency Vehicles.

- a. 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 not interfere with access by any emergency vehicles or traffic by the public at-large. HACV 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 HACV, the placement of such equipment or vehicles does interfere with such traffic.

B. Communication.

- a. HACV contact person 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 HACV contact person during or between visits; however, all requests for changes or decisions shall be submitted to HACV contact person and approved by the Executive Director, or assignee, after receipt and consideration of written request from HACV. HACV contact person anticipates that it will typically make a decision in such matters within three (3) work days of receipt, though such response timeframe 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 HACV contact person only. At no time shall the Contractor or his/her staff communicate directly with HACV residents and/or the building tenant employees.

C. Building/Property Completion.

- a. Contractor shall immediately notify HACV – Maintenance Director or assigned personnel when completed with a building or Property depending on the agreed-upon scheduled. HACV will inspect and create a punch list. Vendor shall complete all punch list items with one (1) day unless otherwise agreed. The extra day or any delays from HACV to inspect the unit will not count against the Contractor.

D. 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; HACV residents; etc.).

- a. All work areas must be kept sanitary and clean of any debris. Debris from work must be removed from any work area.
- b. The Contractor must examine the work area and determine any unsuitable work condition. Notice of unsuitable conditions shall be brought to HACV's representative in written form.
- c. Any expense incurred for removal or replacement of debris required by HACV due to Contractor created unsuitable conditions will be just cause for the Contractor to bear the expense.
- d. The Contractor shall provide a construction dumpster as needed to dispose of or remove all debris. The use of HACV dumpsters is prohibited.
 - i. Hazardous Conditions.
 - a. Any hazardous or unsafe conditions observed by the Contractor and/or his/her staff or personnel shall be



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disclosed by the Contractor to the designated HACV staff person verbally within two (2) hours and in writing within twenty-four (24) hours of such observance.

E. Prohibited Substances.

HACV properties are a smoke free environment. The use of tobacco, illegal drugs, vaping or prescription drugs that would adversely affect the performance of the contractor, and/or alcohol is prohibited by the Contractor and his/her personnel on-site while performing services on HACV property.

F. Responsible for Understanding.

Contractor shall be responsible for understanding HACV quality standards and being in full compliance.

G. Safety Standards.

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 HACV 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. The Contractor shall, upon request from HACV, provide HACV with a copy of its safety policy. Any and all accidents or injuries shall be reported verbally within 2 hours and in writing within 24 hours of the occurrence to the designated HACV contact person.

H. 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.

I. Site Visits.

Contractor shall be responsible for site visits to familiarize themselves with typical existing conditions/work requirements.

J. 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.

K. Tools/Equipment/Materials.

The Contractor shall ensure at all times during the work that 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, HACV tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended/unsecured on the job site when such safety may be applicable, it will be especially important that traffic areas are clear for access and egress. HACV will not be responsible for any lost, stolen or damaged Tools, Equipment, Materials and or Vehicles.

L. Vehicle Identification:

When responding to calls on HACV properties the Contractor's vehicles will have proper signage to denote the name of the company. This can be in the form of a name/logo decal or magnetic vehicle sign. HACV used AAA Asset Recovery for our towing needs, and requires tenants to have parking permits. HACV is not responsible for towed vehicles.



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M. 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, the Victoria County (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, or any applicable Federal, HUD & NSPIRE.

5.4. SCHEDULE OF SERVICES

The Services shall be performed in accordance with HACV hours of operations unless the services are as follows:

- A. Any work performed on HACV observed holidays; The Contractor; will be fully responsible for securing the facility during this period.
- B. HACV may direct the Contractor to coordinate certain work that requires access to the occupied spaces during the weekends or after hours.

5.5. PROJECT SUPERVISION

- A. The Contractor shall have a full-time supervisor present at the Facility at all times the work is being performed.
- B. The assigned Supervisor should be readily available to review all phases of the repair/project when requested by HACV.

5.6. SITE SAFETY AND USE OF PREMISES

At all times while providing the Services under the Contract, the Contractor shall:

- A. Enforce suitable rules and provide any and all guards, signs, fences, dust barriers and protective devices required for the safe completion of the Services as specified in the Plans and Specifications.
- B. Use every available precaution to provide for the safety of the property occupants, visitors to the site, and all connected with the work under the specification.
- C. All existing facilities shall be protected and maintained free of damage. All access roadways must remain open to traffic unless otherwise permitted.
- D. Safety Requirements. The Contractor shall:
 - Comply with federal, state, local and HACV fire and safety requirements.
 - Notify and advise HACV in writing 3 days in advance whenever work is expected to be hazardous to HACV residents and/or operations.
 - Maintain proper fire extinguisher within easy access whenever power tools, welding equipment and torches are being used.
 - Contractor must train and enforce OSHA's fall protection safety for his employees and subcontractors working on this project.
- E. **Housekeeping.** The Contractor shall;
 - Keep materials neat and orderly.
 - Remove scrap, waste and debris from project area.
 - Provide adequate protection for all landscaping in work areas. If any damage occurs the Contractor is responsible for repairs as designated by the Owner.
 - Surface of walls, walks, pavements, adjacent property, etc., shall be protected as necessary to prevent soiling or other damage due to the Contractor's work. If



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surfaces are stained or damaged in any way, they shall be restored by the Contractor at no cost to HACV, in a manner acceptable to HACV.

5.7. PERMITS, INSPECTIONS, LICENSING AND INSURANCES

- A. The Contractor shall obtain any and all permits including trade permits and licenses and coordinate any and all inspections necessary to properly perform the work under the Contract. The Contractor shall give copies once obtained and originals once work is completed to HACV of all permits and inspection reports.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, and lawful orders. If the Contractor observes that any portion of the Contract is at variance with any applicable law, statute, and/or building code, the Contractor shall promptly notify HACV in writing and necessary changes will be accomplished by modification.
- C. The Contractor shall be in possession of any current appropriate licensing that may be required by the State, City or County of Victoria Tx, HUD and NSPIRE Requirements. These must be provided upon request by HACV.
- D. The Contractor shall be in possession of all insurances listed in section 9.1 herein.

5.8. WARRANTIES

The Contractor acknowledges and agrees to warrant all workmanship under the Contract against any and all defects in materials and/or workmanship, including defects in materials due to workmanship, for a period of twelve (12) months (hereinafter referred to as "Standard Warranty") from the date of the work acceptance notice.

5.9. HACV SUPPLIED MATERIALS

- A. Parts ordered and not used on the project shall remain property of HACV. The Contractor upon completion of the job shall provide to HACV an itemized list of all materials not used in the make ready process.

5.10. HACV'S RIGHT TO FINISH PARTIAL WORK

HACV reserves the right to complete particular projects through the use of HACV's staff or obtain separate Contracts through its normal procurement process according to the best interest of HACV.

5.11. PROJECT CLOSEOUT

- A. The Contractor shall immediately notify HACV in writing with an invoice & HUD Form HUD-501001(1/2014) completed, certified payroll and any other documentation required as soon as it completes all the work. Following such notification, HACV shall inspect all work to ensure it is completed to its satisfaction and in accordance with the Contract documents. Once HACV representative deems all work to be satisfactorily completed and the Contract requirements are fully met the individual will sign the Contractors invoice and send forward for payment processing.

~ END OF SECTION 5 ~



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SECTION 6: Bid Format and Submission Instructions

6.1. TWO-STEP BIDDING PROCESS.

All bidders will initially submit the documentation/ information detailed within the following listed Step #1. Then, HACV 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.

1. Tabbed Bid Submittal.

As may be further described herein, HACV intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that HACV can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted. 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 HACV has published herein or has issued by addendum.

2. Step No. 1:

Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.

A. TAB NO. 1:

Form of Bid: This Form is attached hereto as Attachment A to this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal. In addition to Attachment A – a **5% bid bond or cash bid guarantee equivalent is required to be submitted.**

B. TAB NO. 2:

Form HUD-5369-A (11/92), *Certifications and Representations, Certifications and Statements of Bidders, Public and Indian housing Programs*: 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.

Form HUD-2530(2/2016), *Previous Participation Certification*: This Form is attached hereto as Attachment C to the IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as part of the bid submittal.

Form HUD-5369(10/2002), *Instructions to Bidders for Contracts, Public and Indian Housing Programs*: This Form is attached hereto as Attachment D. This 5-page Form is given as information to the bidder only.

C. TAB NO. 3:

References: The bidder shall submit a listing of former or current clients, including multi-family housing (e.g., 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:

- The client's name;
- The client's contact name;
- The client's telephone number and e-mail address;



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- A brief narrative description and scope of the service(s) and the dates the services were/are provided.

D. TAB NO. 4:

Subcontractor/Joint Venture Information: 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. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. NOTE: Billing will be accepted from the lead firm only.

E. TAB NO. 5:

Contractor Certification: The bidder shall submit a self-certification for non-debarment. Attachment H

F. TAB NO. 6:

Other Information (Optional Item): The bidder may include hereunder any other general information that the bidder believes is appropriate to assist HACV in its evaluation such as Section 3 Business Opportunity certification.

3. Step No. 2:

Documentation/information to be submitted with five (5) days, only by the apparent low bidder when directed to do so by HACV.

A TAB NO. 1:

Licensing and Insurances.

Submit under this Tab the license(s) and Insurance requirements detailed within the following Section 5.7. and 9.1 herein. NOTE: insurances will need to be emailed, provide what company and email address they will be coming from.

B TAB NO. 2:

Proposed Services: As more fully detailed within Section 5.0, *Scope of Work/Technical Specifications*, of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

1. A brief description of the proposed safety and quality control program.
2. Include a proposed schedule or time line of completion for each Site/Unit.
3. Submit a list of brands/models/types for supplies, materials, and parts anticipated to be used.

C TAB NO. 3:

Subcontractors:

A full listing of all subcontractors that will perform work at the site, including, but not limited to the following for each subcontractor: firm name; owner's name; full address; telephone; number; email address.

D TAB NO. 4:

W-9: Submit under this tab the Contractors Companies most current, up-to date W-9. If the address on the w-9 if different from the remit address, Submit the correct remit address for payments under this tab as well.



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1. **Insurance Certificates.**

The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to HACV (by email is preferred) the insurance certificates detailed within the following Sections 9.1. herein.

2. **Optional Tabs.**

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs) in step one or two, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

3. **Bid Submittal Binding Method.**

It is preferable and recommended that the bidder bind the bid submittals in such a manner that HACV can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e., 3-ring binder; etc.) to make copies, then conveniently return the bid submittal to its original condition.

6.2. **ENTRY OF BIDS**

A. The bid shall be submitted by the bidder and received by HACV no later than 4:00PM on Monday June 10, 2024.

B. **Pricing Item(s).**

The bid (Pricing Items) shall be submitted by the bidder and received by HACV in step one under Tab 1 Attachment A. 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 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 HACV; etc.

6.3. **ADDITIONAL INFORMATION PERTAINING TO THE BID ITEMS**

A. **Entry of Fees.**

Bidders are required to enter reasonable and realistic cost for the firm-fixed fee. Pricing Item listed within Attachment A. As well as including a 5% Bid Bond or a Cash Bid Guarantee Equivalent

B. **Required Bonds Due at Contract Signing.**

The successful bidder shall furnish an assurance of completion in one of the following:

1. A performance and payment bond in a penal sum of 100% of the contract price; or
2. Separate performance and payment bonds, each for 50% or more of the contract price; or
3. A 20% cash escrow; or
4. A 25% irrevocable letter of credit.

C. **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 HACV.

D. **Prior HACV Approval Required.**

Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of HACV representative. Failure to abide by this directive shall release HACV of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.



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E. No Deposit/No Retainer.

HACV will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract, though HACV may, if suitable, consider negotiation of a mobilization fee to reimburse the Contractor for certain upfront costs (e.g., payment and performance bonds; security fencing; etc.).

F. Davis-Bacon Wage Rates.

Davis-Bacon wage Rates must be followed. See Attachment F for current rates. Form HUD-4010 Federal Labor Standards Provisions Attachment E. Certified Payroll will be required to be submitted with each invoice for all labor billed, Certified Payroll Form WH-347 can be obtained online by searching Form WH-347. Or requested via email at cclay@victoriahousing.org. Onsite employee interviews will be conducted by HACV using HUD Form HUD-11.

6.4. BID SUBMISSION

A. Bid Submission

All bids must be submitted and time-stamped received in the designated HACV office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy of the Step #1 bid submittal detailed within the following herein, shall be placed unfolded in a sealed package and addressed and delivered to:

**Housing Authority of City of Victoria
Attention: Candice Clay, Procurement Officer
IFB No. 2024-001 Replacement & Installation of Supply Lines, Shut off Valves
and Boxes on 321 apartments
4001 Halsey Street
Victoria TX 77901**

a. Exterior of Submittal Package

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.

b. 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 HACV by the bidder, such may invalidate that bid. If, after accepting such a bid, HACV decides that any such entry has not changed the intent of the bid that HACV intended to receive, HACV may accept the bid and the bid shall be considered by HACV as if those additional marks, notations, or requirements were not entered on such. By submitting these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that HACV 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.



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c. 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 HACV, including the IFB document, the documents listed within the following Section 6.8, 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 HACV requirements contained within the documents may cause that bidder to not be considered for award.

6.6. PROPOSER'S RESPONSIBILITIES - CONTACT WITH HACV

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 HACV 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 HACV to not consider a bid submittal received from any bidder who has not abided by this directive.

A. Addenda

All questions and requests for information must be addressed in writing via E-mail 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 HACV 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.

6.7. BIDDER'S RESPONSIBILITIES - EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY

Both the Contractor and HACV have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

A. Within 2 CFR §200.321 it states:

- A.** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- B. (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.
- C. (b)** Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



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- 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;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development HCV of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- B. Within HUD Procurement Handbook 7460.8 REV 2 it states:**
- A.** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, HCV shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in HCVS contracting.
 - B.** Section 15.5.B, Goals. HCV 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.
- C. Within our HCV Procurement Policy it states that our HCV will:**
- A. Assistance to Small and Other Business, Required Efforts:**
 - Including such firms, when qualified, on solicitation mailing lists;
 - Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
 - Using the services and assistance of the Small Business Administration, and the Minority Business Development HCV of the Department of Commerce;
 - 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
 - Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.



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6.8. **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:

ATTACHMENT	ATTACHMENT DOCUMENT
-----	This IFB Document
A	Pricing Sheet
B	form HUD-5369-A (11/92), Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
C	form HUD-2530 (2/2016), Previous Participation Certification
D	form HUD-2369 (10/2002) Instructions to Bidders for Contracts, Public and Indian Housing Programs
E	form HUD-4010 (06/2022) Federal Labor Standards Provisions
F	Davis-Bacon Prevailing Wages for Victoria County
G	HACV Site Maps
H	Contractor Certification

~ END OF SECTION 6 ~



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SECTION 7: Bid Evaluation

7.1. PUBLIC BID OPENING

At the set date and time, all bids received will be opened and publicly read aloud by the CO, or designee, including the company name of the bidder and the total calculated costs proposed. At the bid opening HACV 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 will be made available to anyone who requests it via email afterwards. The bids will not be made available for inspection by anyone at this time; HACV will, at a later time, review all bids in detail and will, in a timely manner (typically within 5 calendar 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, HACV reserves the right to, as determined by HACV, "waive informalities and minor irregularities" in the offers received.

A. 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."

7.2. RESPONSIVE EVALUATION

After the public opening 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 HACV in a timely manner (in any case, in no less than 5 days after such determination is made).

7.3. RESPONSIBLE EVALUATION

HACV will evaluate each bid submitted as to responsibility (e.g., a firm that is qualified, responsible and able to provide to HACV the required services). If HACV ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, HACV may proceed with award as detailed herein. If HACV determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by HACV in a timely manner (in any case, in no less than 5 days after such determination is made); in such case HACV may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

A. Depending on the amount of the award, it is possible that HACV may take such contract award to HACV Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.

7.4. RESTRICTIONS

All persons having 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 on HACV evaluation committee. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on HACV evaluation committee

~END OF SECTION 7~



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SECTION 8: Solicitation and Contract Award Terms and Conditions

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

8.1. ACCEPTANCE AND REJECTION OF BIDS

HACV reserves the right: (i) to accept or reject any or all bids in whole or in part; (ii) to waive any technicalities or informalities in bids; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of HACV. HACV may reject the bid of any Bidder in arrears or in default to HACV on any contract, debt, or other obligation.

8.2. ACCURATE INFORMATION

The Bidder certifies that all information provided or to be provided to HACV is true and correct and may be relied upon by HACV in awarding the Contract. Any false and/or misleading information is cause for HACV to reject the Bidder's bid or to terminate the Contract if awarded to the Bidder. Such rejection or termination shall relieve HACV of any direct or consequential damages or costs incurred by the Bidder.

8.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. It is the responsibility of the Bidder to inquire about and obtain any and all addenda and/or amendments issued.

8.4. ALTERNATE BIDS

The Bidder is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Bids for the Services shall be rejected as non-responsive and shall be removed from consideration.

8.5. BINDING BIDS

All bids shall remain binding for 180 calendar days following the Submission Deadline; bids may not be withdrawn at any time within this period. In the event an award is not made during such period, all bids shall be automatically extended and remain binding for an additional 180 calendar day period. Bids shall automatically be renewed until such time as either an award is made or proper notice is given to HACV by a Bidder of its intent to withdraw its bid. Bids may only be withdrawn by written notice to HACV at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

8.6. CONFIDENTIALITY

- A. HACV agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Bidder in strictest confidence. The Bidder shall specify in writing to HACV the information and/or material the Bidder deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B. The Bidder agrees that all knowledge and information it may receive from HACV or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by HACV Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by HACV as being "confidential" or "privileged".



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8.7. ERRORS IN BIDS

Obvious error(s) in calculations in any bid may not be corrected without the prior written consent of HACV and may be cause for the bid to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

8.8. LATE BIDS

It is the responsibility of the Bidder to ensure the delivery of its bid by the Submission Deadline and to the location specified in Section 4.0 of this Solicitation. Any and all bids delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any bid by way of facsimile or e-mail is strictly prohibited; any and all Bids submitted as such shall be rejected as non-responsive. HACV assumes no responsibility for any delays and/or errors in the delivery of a Bid; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Bids submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

8.9. MODIFICATIONS TO BIDS

The Bidder may only modify its bid prior to the Submission Deadline and in accordance with and subject to the following:

- A. HACV shall consider a modified bid as an entirely new bid and shall replace the original bid, which shall be deemed to be withdrawn and null and void.
- B. The modified bid shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a bid herein, the modified bid shall clearly be labeled "Modified Bid".

8.10. RETURN OF BID BONDS

In the event a bid bond is required under this Solicitation, all such bonds shall be retained by HACV until the Contract is executed or until such time that a Bidder requests its Bid to be withdrawn in accordance with Section 8.8 (Binding Bid) of this Solicitation. HACV shall immediately return the bid bond of any Bidder whose Bid is deemed by HACV to be non-responsive, or shall immediately return all bid bonds in the event the Solicitation process is canceled by HACV.

8.11. OPTIONAL GOODS AND/OR SERVICES

HACV reserves the right to request and evaluate optional goods and/or services which may be in the best interests of HACV, and to negotiate the price of such goods and/or services with the successful Bidder or with another Bidder, whichever is determined to be the most advantageous to HACV. While pricing for optional goods and/or services may be requested in this Solicitation, HACV is under no obligation to consider such optional goods and/or services when selecting the successful Bidder unless otherwise stated.

8.12. SOLICITATION DOCUMENTS

The Bidder is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Bidder shall make an inquiry as to such meaning and/or intent. The failure of the Bidder to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Bidder of its obligations under the Contract, if awarded to the Bidder. The submission of a Bid shall be taken as prima facie evidence of compliance with this provision and that the Bidder fully understands everything in the Solicitation Documents.



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8.13. SOLICITATION PROTEST

Any protest of this Solicitation shall be in writing to HACV Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

8.14. CONTRACT AWARD PROCEDURE

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

- a. 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 HACV," including the contract clauses. Accordingly, HACV has no responsibility to conduct after the submittal deadline.

8.15. CONTRACT CONDITIONS

The following provisions are considered mandatory conditions of any contract award made by HACV pursuant to this IFB:

A. Contract Form.

HACV will not execute a contract on the Contractor's form—contracts will only be executed on HACV, and by submitting a bid the Contractor agrees to do so (please note that HACV reserves the right to amend this form as HACV deems necessary).

a. Mandatory HUD Forms.

Please note that HACV 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.

8.16. CONTRACT PERIOD

The Agency anticipates that it will initially award a contract for the period of one (1) year.

8.17. RIGHT TO NEGOTIATE FINAL FEES

HACV 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 HACV's options, be the basis for the beginning of negotiations. Such negotiations shall begin after HACV has chosen a top-rated bidder.

8.18. USE OF BROKER

The Bidder warrants that no person or selling HACV has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For violation of this provision, HACV shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to HACV, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8.19. ASSIGNMENT OF THE CONTRACT

HACV's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of HACV; however, in no



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case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

8.20. CHANGES IN GOODS AND/OR SERVICES

HACV, without invalidating the Contract, may order changes in the goods and/or Services within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to HACV from a change in Services shall be determined by mutual written agreement between HACV and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon HACV unless made in writing and signed by HACV and the Contractor.

8.21. CONTRACT DISPUTES

Any and all disputes arising under the Contract, except under the provisions for termination, which are not disposed of by agreement between HACV and the Contractor, shall be decided under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between HACV and the Contractor after performance of the Contract has commenced but before final payment and termination of the Contract, are decided by HACV Contracting Officer.
- B. HACV Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. HACV Contracting Officer may consider any other information or written submissions from HACV employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. HACV Attorney may participate in the hearings to protect HACV's interest.
- C. HACV Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and HACV Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. HACV Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

8.22. DISSEMINATION OF DATA

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of HACV. The Contractor shall include a similar provision in all subcontracts.

8.23. EMPLOYMENT AS INDEPENDENT CONTRACTOR

HACV and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to HACV; (ii) that the Contract does not create any actual or apparent HACV, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that HACV shall not be liable for any



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insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

8.24. FORCE MAJEURE

HACV and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

8.25. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure HACV that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

8.26. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

8.27. INDEMNIFICATION

The Contractor shall indemnify and hold harmless HACV, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and
- B. Any and all direct or indirect costs, claims, actions, suits, judgments or liens for damages resulting from the Contract arising from the negligence or omission of the Contractor, its employees, agents or subcontractors. The Contractor shall, upon completion of the Services, provide HACV with a Release of Liens from any subcontractor, supplier, material, or other supplier of goods and services to the project.

8.28. LAWS AND REGULATIONS

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

8.29. NO LIENS

The Contractor shall have no title or interest in any of the goods delivered to HACV under the Contract. In no event shall the Contractor encumber any such goods delivered to HACV



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with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide HACV with a Release of Liens from any subcontractor or other supplier.

8.30. NO WAIVER

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

8.31. NON-DISCRIMINATION REQUIREMENTS

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
 - a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
 - b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - c. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of HACV be declared void, ab initio, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against HACV or its officials or employees, and the Contractor may be declared ineligible for further contracts with HACV.
- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to HACV Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event HACV Contracting Officer concludes, on the basis of such investigation, that the Contractor has failed to comply with these nondiscrimination clauses, HACV Contracting Officer may invoke the remedies hereinabove set out.

8.32. NONEXCLUSIVE

Nothing in the Contract shall be deemed to act as a bar to HACV's solicitation or purchasing of equipment, goods or services from any other company or entity.



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8.33. OWNERSHIP OF MATERIALS

Unless otherwise agreed in writing by HACV and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor tools, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of HACV.

8.34. RECORDS

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to HACV, State of Texas and any and all appropriate Federal agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as HACV deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.
- B. The Contractor shall include similar provisions in all subcontracts.

8.35. SUBCONTRACTORS

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractors and HACV.

8.36. SURVIVAL

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

8.37. TERMINATION

A. Termination for Cause

- a. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, HACV may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there has been default, and may hold the Contractor liable for any damages caused HACV by reason of such default and termination, if the default is not corrected within 15 days' notice to cure. In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.
- b. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of HACV, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of HACV. The Contractor, however, shall not thereby be relieved of liability to HACV for damages sustained by HACV by reason of any breach of the Contract by the Contractor, and HACV may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due HACV from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is



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due to causes beyond its control and without its fault or negligence, but this shall not prevent HACV from terminating the Contract for such delay.

B. Termination for Convenience

- a. HACV may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to HACV for lost profits in conjunction with a termination for convenience.
- b. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from HACV's election to terminate the Contract in whole or in part for its convenience.

C. Termination for Non-Appropriation of Funds

HACV shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, HACV may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to HACV. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

~ END OF SECTION 8 ~



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SECTION 9: Special Terms and Conditions

9.1. INSURANCE

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
 - a. **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 \$50,000/\$100,000 and medical pay of \$1,000.
 - b. **General Liability Insurance.**
An original certificate evidencing General Liability coverage, naming HACV as an **additional insured**, together with the appropriate endorsement to said policy reflecting the addition of HACV 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 \$1,000;
 - c. **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);
- B. Prior to the execution of the Contract, the Contractor shall provide HACV with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name HACV as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide HACV with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to HACV for thirty (30) days after such written notice is given.
- C. The Contractor acknowledges and agrees that its failure to provide HACV with a certificate of insurance and/or the failure by HACV to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold HACV harmless from any liability arising as a result of any such failure(s).

9.2. PERSONNEL

- A. **Contractor's Personnel**
 - a. While on HACV property, the Contractor's personnel shall: present a professional appearance; and conduct themselves in a courteous and respectable manner.
 - b. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any HACV equipment of facilities, unless identified herein, or loiter in the areas being serviced.
 - c. The Contractor shall not allow any of its personnel to use tobacco products while on HACV property.



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B. Unauthorized Personnel

The Contractor's personnel shall not be accompanied on HACV's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. HACV prohibits teenagers, minors, and children from working on HACV-owned property under the Contract. Unauthorized persons discovered on HACV's premises will be immediately escorted off the property.

9.3. SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall comply with all Federal, State, County, HACV and local regulations pertaining to employee health and/or safety (i.e., MOSH, OSHA, DOT, etc.). If a safety concern of imminent danger is noted HACV shall reserve the right to stop all work immediately until the safety concern is adequately addressed.
- B. All of the Contractor's personnel shall wear and/or use appropriate Personal Protective Equipment (PPE) in performance of the Services. Any questions or injuries shall be brought to the attention of HACV.

9.4. CONTRACTOR'S CAPACITY

The Contractor shall have the capacity to perform the work require under the contract. HACV may request documentation to verify the Contractor's capacity during the evaluation process. The Contractor shall meet the following minimum capacity requirements:

- A. Minimum Work Force / Staffing
Contractor will have the necessary staff to perform the contracted work. All staff shall have required licenses, certifications, insurance and necessary training to perform the Services.
- B. Equipment
The Contractor shall own basic equipment required to perform the Services and shall have a capacity to rent equipment as needed.

9.5. CONTRACT TERM

HACV anticipates that it will award a contract for the period of one (1) year.

9.6. POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to HACV.

9.7. CONTRACT ADMINISTRATION

- A. The Contract Administrator shall serve as the liaison between HACV and the Contractor, and shall:
 - a. Have HACV to give direction to the Contractor, monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;
 - b. Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B. The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives HACV's rights under the Contract.

9.8. UNAUTHORIZED USE OF HACV EQUIPMENT

The Contractor's personnel shall be prohibited from, at any time, use of HACV equipment unless authorized by HACV, including the use of non-pay telephones for any purposes other than a local emergency call.



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9.9. WORK COORDINATION AND SCHEDULING

- A.** The Contractor shall coordinate a site visit with the Contract Administrator and discuss the work scope, execution plan, identify risk factors and risk mitigation options. Prepare a detail work plan which includes but not limited to; list of all tasks, sequence of tasks and durations of each task, total schedules, risk factors and, submit to the Contract Administrator for review and approval, upon receiving a written approval from the Contract Administrator, Contractor shall coordinate the work.
- B.** The Contractor shall coordinate safety meeting before starting of work to discuss everything from isolation to emergency responses/communication plan.
- C.** If work requires shutting down utilities, HVAC equipment, or relocating adjacent occupied spaces, such work shall be discussed with HACV staff and develop a work plan. The Contractor shall be responsible for coordinating shutting down and restarting equipment and restoring utility services.
- D.** Upon completion of the work, the Contractor shall call for inspection, make corrections as required and submit invoice for payment. The invoice MUST reference the IFB number, work completed and attach certified payroll.

~ END OF SECTION 9 ~



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SECTION 10: Required Forms

Invitation for Bids (IFB)

NO. 2024-003

FOR

**Replacement & Installation of Supply Lines, Shut
Off Valves and Boxes on 321 Apartments.**

ATTACHMENT A – H

**May be downloaded at:
Housing Agency Marketplace website.**