
J. ALLEN MANAGEMENT COMPANY

**Invitation for Bid
(IFB) NO.: BELL-16-05**

J. Allen Management has issued this solicitation with the intent to establish a contract for the replacement of existing boiler system, water conditioning system and water pumps at Bellerive Apartments located at 7225 Bellerive, Houston, TX 77036.

Interested parties who wish to respond to this solicitation must submit the required documents to the below individual by **12:00 p.m. Central Daylight Time (CDT) June 16, 2016 at:**

J. Allen Management Company
Attn: James Taylor
Subject: (IFB) NO.: BELL-16-05 Replacement of Boiler, Water Conditioner System and Pumps
DO NOT OPEN
1390 Broadway Street
Beaumont, Texas 77701

Late submissions will be handled in accordance with Section 6 of Attachment H Instruction to Offers Non-Construction.

Interested parties are highly encouraged (but not required), to attend a pre-bid conference to learn more about the requirements of this solicitation. Information regarding the pre-bid conference is in Section 4 of this document.

Interested parties who have questions about this solicitation, or who need additional information should send an e-mail (**preferably**) to brian@jallenmgmt.com with “(IFB) NO.: BELL-16-05” in the subject line by **8 A.M. June 13, 2016**. As an alternative, interested parties have the option of sending a fax to the same individual at 713-228-3307. Any changes to the requirements specified will be communicated to all interested parties via an addendum.

Date

Brian Allen
J. Allen Management



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I. **ORGANIZATION OVERVIEW**

1.0 **PROFILE OF J. ALLEN MANAGEMENT & THE HOUSTON HOUSING AUTHORITY (HHA)**

- 1.1 J. Allen is a property management company contracted by the Houston Housing Authority (HHA). The HHA is a public housing agency whose mission is to provide decent, safe, sanitary, and affordable housing to low income families within its jurisdiction. The HHA is a public body corporate organized under the Texas Local Government Code and its operations are largely funded by the Department of Housing and Urban Development (HUD). Accordingly, this procurement, and any resulting contract, shall be subject to applicable rules and regulations promulgated by HUD and any applicable state and federal statutes or other laws.
- 1.2 The properties of HHA are used for essential public and governmental purposes and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 HHA provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program and another 5,500 living in 25 public housing and tax credit developments around the city. HHA also administers the nation's third largest voucher program exclusively serving homeless veterans.

END OF SECTION

II. SPECIAL TERMS AND CONDITIONS

2.0 OVERVIEW

2.1 The intent of this solicitation is to establish a fixed price contract with the lowest responsive and responsible bidder to replace the boiler, water conditioning system and pumps at Bellerive Apartments located at 7225 Bellerive, Houston, TX in accordance with the requirements and terms and conditions specified herein.

3.0 PERIOD OF PERFORMANCE

3.1 Any contract executed as a result of this solicitation will have a period of performance of (60) calendar days including ordering of equipment.

3.2 All work will be done between the hours of 8 A.M. and 5 P.M. Monday thru Friday.

4.0 PRE-BID CONFERENCE

4.1 All interested parties are highly encouraged (but not required) to attend the following pre-bid conference: This will be posted at www.jallenmgmt.com/employment/ Bid Contracts.

Location: Conference Call

Time and Date: 10 A.M. June 10, 2016

Please email kameta@jallenmgmt.com if planning to attend.

4.2 Information provided at the pre-bid conference is not binding unless it has been incorporated into this solicitation via an addendum.

4.3 Interested parties are highly encouraged to inspect the existing boiler, water softener and pumps prior to submitting their sealed bid.

5.0 PROCUREMENT SCHEDULE

5.1 The anticipated procurement schedule for this solicitation is as follows:

<u>PROCUREMENT SCHEDULE</u>	<u>DATE & TIME (if applicable)</u>
Date Solicitation Advertised	June 7, 2016
Pre-Bid Conference	June 10, 2016 10:00 am CST
Deadline to submit written questions	June 13, 2016 8:00 am CST
Responses to questions will be posted by	June 13, 2016 5:00 pm CST
Deadline to submit sealed responses	June 16, 2016 noon CST
Sealed bid opening	June 16, 2016 2:00 pm CST
Estimated date of Contract Letting	June 20, 2016

- 5.2 Public Opening of sealed bids will be performed June 16, 2016 at 3118 Green St. Houston, Texas 77020 at 2:00 p.m. The next section, 5.3, offers a conference call option for the sealed bid opening when applicable.
- 5.3 Conference call for public opening of sealed bids take place on June 16, 2016 at 2:00 p.m. Please email kameta@jallenmgmt.com to RSVP for the conference call no later than June 16, 2016 by 1 p.m.

6.0 **SCOPE OF WORK (SOW)**

- 6.1 Refer to Exhibit B Scope of Work (SOW).

7.0 **SUBMITTALS**

- 7.1 All responses must conform to the requirements specified herein.
- 7.2 J. Allen and HHA are not responsible for any costs that may be incurred in the development and submittal of any responses to this solicitation.
- 7.3 **One (1) original, and one (1) copy** of the responses may be hand delivered, or mailed to the location specified on page 1. Each response must contain the following:
- 7.3.1 **Provide a brief narrative explaining the methodology that will be used to complete the project. The plan shall include the technique(s) that will be used to remove the existing equipment to be replaced.**
 - 7.3.2 **Attachment A Declaration**
 - 7.3.3 **Attachment B Conflict of Interest (CIQ) Form**
 - 7.3.4 **Attachment C Section 3 Requirements & Commitment**
 - 7.3.5 **Attachment D M/WBE Participation (Consisting of two pages)**
 - 7.3.6 **Attachment E Form HUD 5369-A Representations, Certifications and Other Statements Public Housing Programs**
 - 7.3.7 **Attachment F Form HUD 5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs**
 - 7.3.8 **Attachment G Form HUD 5369-B Instruction to Offerors Non-Construction**
 - 7.3.9 **Attachment H Non-Collusive Affidavit**
 - 7.3.9.1 **Attachment I Evidence of Insurance 1,000,000.00 (required)**

7.3.9.2 Attachment J Form HUD 5370 General Conditions for Construction Contracts – Public Housing Programs

7.3.9.3 Attachment K Form HUD-51000, Schedule of Amounts for Contract Payments

7.3.9.4 Attachment L Form HUD-51002, Schedule of Change Orders

7.3.9.6 Exhibit A Price Sheet

7.3.9.7 Exhibit B Scope of Work

7.3.9.8 Exhibit C Davis Bacon Wages

7.3.10 Three (3) business references (preferably governmental or public entities) the company has provided the type of service described herein; and, a list of subcontractors (if applicable).

7.3.11 All bids must have line item details of work, but wording must also state price as per supplied scope.

7.3.12 All bided equipment must be items stated, or comparable equipment.

7.3.12.1 www.housingforhouston.com

- Doing Business with HHA
- Forms
- Bidders/Vendor List

7.4 J. Allen will not accept responses that do not comply with the submittal requirements specified herein. Responses received after the specified date and time will be considered non-responsive.

END OF SECTION

III. GENERAL TERMS AND CONDITIONS

8.0 AMENDMENTS

8.1 Any interpretation(s) affecting this solicitation will be issued in the form of an amendment by J. Allen prior to the specified due date on page 1. J. ALLEN will not be bound by, or responsible for any other explanations or interpretations of this solicitation other than those given in writing as set forth herein. Oral instructions, interpretations, or representations will not be binding upon J. ALLEN or representatives of J. ALLEN. **All amendments shall be binding in the same way as if originally written in this solicitation.**

9.0 AVAILABILITY OF RECORDS

9.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, the HHA, and any duly authorized representatives of each shall have access to, and the right to examine any and all pertinent books, records, documents, invoices, papers, and the like of the firm(s) office, that relates to any work that is performed as a result of this solicitation.

10.0 BASIS FOR AWARD

10.1 An award will be made to the responsive and responsible bidder, whose total base bid amount is the overall lowest, and that meets all of the requirements specified herein.

10.2 Any award made as a result of this solicitation which exceeds \$100,000, must first be approved by HHA's Board of Commissioners.

11.0 CANCELLING THE SOLICITATION

11.1 J ALLEN may cancel this solicitation at any time, and when it is in its best interest to do so. (See Section 7.1.1)

12.0 CHANGES

12.1 The issuance of any change orders (that may be required) shall be mutually agreed upon in writing by both parties prior to the commencement of any work.

13.0 FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY

13.1 The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful firm(s).

13.2 The successful bidder(s) will:

13.2.1 Adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.

13.2.2 Meet the requirements of:

13.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals, and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated

13.2.2.2 Executive Orders (EO's):

- EO 11246 relating to equal employment opportunity in connection with federally funded programs
- EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs

14.0 **INFORMALITIES**

14.1 J ALLEN reserves the right to waive any minor informality, and make an award that is in the best interest of HHA.

14.1.1 Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on price, quantity, quality, or delivery.

15.0 **INSURANCE**

15.1 J Allen requires an insurance minimum of 1,000,000.00 during the term of the contract, coverage to be in the name of J. Allen, HHA, and The Property being contracted.

16.0 **MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

16.1 Refer to Attachment C for M/WBE Participation requirements.

17.0 **MISTAKES IN BIDS**

17.1 General

17.1.1 While proposers/bidders will be bound by their submittals (the “firm bid rule”), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

17.2 Mistakes Discovered Before Solicitations Are Opened

17.2.1 Interested parties may withdraw or modify their submittals by written or facsimile notice prior to the opening of the solicitations. (See Attachment H Form HUD-5369-B item 6)

17.3 Review of Mistakes

17.3.1 After the solicitations are opened, J. ALLEN will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, J ALLEN will notify the interested party of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

17.4 Mistakes After Solicitations Are Opened

17.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, J. ALLEN may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to HHA, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA’s bidding process. Therefore, HHA will request as much evidence as it deems necessary. Examples of evidence may include: original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with J. ALLEN’s Legal Dept. will occur before authorization is given to change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

18.0 **PAYMENTS**

18.1 J ALLEN will process all invoices after the work has been approved by J ALLEN's Project Manager. Payment terms are net 30 days.

18.2 Irrespective of any default hereunder, J ALLEN may at any time cancel the contract in whole or in part. Should this occur, the successful contractor shall be entitled to equitable compensation for all work completed and accepted by J ALLEN's Project Manager prior to such termination or cancellation.

19.0 **PERMITS**

19.1 The successful bidder(s) shall obtain and pay (independent of J ALLEN), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

20.0 **PROJECT MANAGER**

20.1 J ALLEN may designate a Project Manager during the period of performance.

21.0 **QUESTIONS**

21.1 Interested parties should follow the instructions on page 1 should they have any questions about this solicitation.

22.0 **REMOVAL OF EMPLOYEES**

22.1 J ALLEN may request the successful contractor(s) to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:

22.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,

22.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

23.0 **STANDARDS OF CONDUCT**

23.1 During the period of performance, the employees of the successful contractor(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to J ALLEN.

24.0 **SUBCONTRACTING**

24.1 Any contract issued as a result of this solicitation will not be subcontracted unless it has been previously approved by J ALLEN in writing.

25.0 **TRAVEL AND REIMBURSEMENTS**

25.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. J ALLEN will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it has been defined in the final contract.

26.0 **VALIDITY OF RESPONSES**

26.1 Responses will not be unilaterally withdrawn or modified for a period of ninety (90) days after they have been received and opened by J ALLEN.

27.0 **ATTACHMENTS**

27.1 The following documents are considered part of this solicitation:

- Attachment A: Declaration
- Attachment B: Conflict of Interest (CIQ) Form
- Attachment C: M/WBE Participation (Consisting of two pages)
- Attachment D: Section 3 Requirements & Commitment
- Attachment E: Form HUD 5369-A Representations, Certifications and Other Statements Public Housing Programs
- Attachment F: Form HUD-5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs
- Attachment G: Form HUD-5369-B Instruction to Offerors Non-Construction
- Attachment H: Non-Collusive Affidavit
- Attachment I: Evidence of Insurance \$1,000,000.00
- Attachment J: Form HUD-5370 General Conditions for Construction Contracts – Public Housing Programs
- Attachment K: Form HUD-51000, Schedule of Amounts for Contract Payments
- Attachment L: Form HUD-51002, Schedule of Change Orders
- Exhibit A: Price Sheet
- Exhibit B: Scope of Work
- Exhibit C: Davis Bacon Wages

END OF SECTION