

INTRODUCTION

Currently, New Boston Property Management (Agency) owns and/or manages six neighborhoods totaling 225 apartments, three houses, four office buildings, two laundry facilities and a community room in New Boston. The Agency is now soliciting proposals from qualified and insured businesses to provide services to the Agency. All proposals 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.

RFP INFORMATION AT A GLANCE

Contracting Officer’s Designee for this contract	Cal Davis, 903-628-2951, ext. 102
How to obtain the RFP documents on the applicable internet site.	<ol style="list-style-type: none"> 1. Access New Boston Property Management website at www.NETXProperties.org 2. On the Home Page, on the horizontal menu bar, click on the “Bid Opportunities” link 3. Find the appropriate file and watch date deadlines. <p>If you have any problems in accessing the website, contact the office at 903-628-2951 for assistance.</p>
How to fully respond to this RFP by submitting a bid submittal	<p>Submit a hard copy proposal via mail or in person to: New Boston Property Management Attention: Cal Davis; Executive Director 303 Rice; PO Box 806 New Boston, Texas 75570 OR email to cal.davis@netxproperties.org with Subject: RFP—2023 - 01 (Request Read Receipt to confirm)</p>
Bid submittal return & deadline	Open until filled.
Anticipated approval by Executive Director/ Contracting Officer	Open until filled.

1.0 THE AGENCY’S RESERVATION OF RIGHTS

- 1.1** The Agency reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the Agency to be in its best interests.
- 1.2** The Agency reserves the right not to award a contract for this RFP.
- 1.3** The Agency reserves the right to terminate a contract awarded for this RFP, at any time for its convenience upon 10 days written notice to the successful contractor(s).
- 1.4** The Agency reserves the right to determine the days, hours and locations that the successful contractor(s) shall provide the services called for in this RFP.

- 1.5 The Agency reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the Agency's Contracting Officer (CO) or his designee.
- 1.6 The Agency reserves the right to negotiate the fees proposed by the contractor entity.
- 1.7 The Agency reserves the right to reject and not consider any bid that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The Agency shall have no obligation to compensate any contractor for any costs incurred in responding to this RFP.
- 1.9 The Agency shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a contractor or reject any bid submitted that does not conform to any of the requirements detailed herein.

2.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS:

See Attachment 1

3.0 CHECKLIST AND BIDDING:

3.1 Proposal Response Checklist and Bidding: all proposals must be accompanied by the following documents.

- A. Evidence of insurance coverage (minimum \$1,000,000.00 commercial general liability, automobile liability and worker's compensation).
- B. Three (3) letters of reference
- C. Letter of history of the company and incorporation.

4.0 DAVIS-BACON RULE:

NOTE: Davis-Bacon does not apply to construction contracts of less than \$2,000. HUD approved Maintenance Wage Rate Decisions apply to this contract.

- 4.1 **Supervisor:** The contractor's assigned skilled staff person (s) who has responsibility to supervise the work at the Agency site. This person may, while supervising, also perform work typically assigned to the technician.
- 4.2 **Technician:** The contractor's assigned skilled staff person who typically performs the work.
- 4.3 **Assumption:** It shall be the Agency's assumption that the successful contractor has based his/her proposed pricing for upon the purposed hourly rates submitted by the contractor (and by submitting a bid in response to this RFP, the successful contractor automatically agrees that such is accurate). Accordingly, the Agency may use such assumption, if necessary, to do any lump-sum bid breakdown calculations during the term of the contract.

HUD Maintenance Wage Rates Determination: HUD has determined that, for non-construction maintenance work (work not covered by Davis-Bacon (D/B) requirements), the Agency must ensure that contractors do not pay its employees that perform such work for the Agency at a rate less than the rates listed on the HUD MWRD. Therefore, by submitting a bid, each contractor is thereby agreeing to and verifying that he/she will not pay his/her employees at rates less than the D/B requirements.

Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Contractors are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the contractor, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By submitting a bid, the contractor is agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this RFP.

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

Contractor's Responsibilities – Contact with the Agency: It is the responsibility of the contractor to address all communication and correspondence pertaining to this RFP process to the CO or his designee only. Contractors must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may cause the Agency to not consider a bid submittal received from any contractor who may have not abided by this directive.

Addendums: All questions and requests for information must be addressed in writing to the CO or his designee. The CO or his designee will respond to all such inquiries in writing by addendum to all prospective contractors (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO or his designee will NOT conduct any *ex parte* (a substantive conversation – “substantive” meaning, when decisions pertaining to the RFP are made – between the Agency and a prospective contractor when other prospective contractors are not present) conversations that may give one prospective contractor an advantage over other prospective contractors.

This does not mean that prospective contractors may not call the CO or his designee—it simply means that, other than making replies to direct the prospective contractor where his/her answer has already been issued within the solicitation documents, the CO or his designee may not respond to the prospective contractor's inquiries but will direct him/her to submit such inquiry in writing so that the CO or his designee may more fairly respond to all prospective contractors in writing by addendum.

Contract Service Standards: All work performed in relation to this RFP must comply with all applicable local, state, and federal codes, statutes, laws and regulations.

Attachment 1

SCOPE OF WORK / TECHNICAL SPECIFICATIONS:

This Agency is seeking proposals from qualified and insured businesses to provide the following detailed services listed herein:

Products and Services: It is the intent of NBPM to obtain a contractor to, pursuant to the requirements of this RFP and the ensuing contract for the painting of vacant apartments. Contractor shall, if directed by the Management representative, respond to the site within one (1) week of being notified that an apartment is ready for painting. NBPM is requiring the contractor to possibly be prepared to conduct minor repairs (such as small nail holes) or patch damages to walls or ceilings and to prime if necessary. All material (paint, primer, caulk, paper, tape) will be furnished by Owner. Contractor shall furnish all tools. Contractor will paint all walls and ceilings in a color determined by Owner and all trim will be painted a color determined by Owner. Contractor will paint all HVAC and water heater closets, outside of all exterior doors and jambs, a color to be determined by Owner. Contractor be required to caulk all cracks before painting. Contractor will be required to replace all items removed for painting (such as cabinet hardware, switch and receptacle covers, etc.). All floors, door hardware, windows, cabinets, and other non-painted items shall remain clean or be cleaned of all paint.

Call Back Response: Contractor shall, if directed by the Management representative, respond to the site within one (1) week of being notified that corrections need to be made. All call-backs and ensuring additional work during any guarantee period shall be at “no-charge” to Management, unless action by Management or a Management resident, documented by the Contractor at the original time of occurrence and delivered to Management in a timely manner, precluded the Contractor from being able to guarantee the original service. In this case, the Contractor shall be entitled to additional payment for the additional services.

Additional Service: The Contractor is not an employee, thus there is no set schedule in which the Contractor will be working. Instead, Contractor will be notified by Management that an apartment is ready to be painted. A time and date to arrive on the job will be agreed upon by Contractor and Management.

It is possible that during the term of this contract, Management may have need for additional services from Contractor that have not been detailed herein or within the contract. Such work shall be calculated through mutual negotiation, using the information submitted by Contractor, including the proposed fees.

Contract Pricing: Management shall pay Contractor for the performance on the Contract in current funds, subject to additions and deductions as agreed upon by both parties, the following amounts:

Painting Schedule:

1 Bedroom: _____ 2 Bedroom: _____
 3 Bedroom: _____ 4 Bedroom: _____

Priming Schedule:

Priming 1 Bedroom: _____ Priming 2 Bedroom: _____
 Priming 3 Bedroom: _____ Priming 4 Bedroom: _____

Renewal Options: The contract will initially be executed for the period of 1 year with the option, at both parties' discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

Proposal Submission: All "hard copy" proposals must be submitted and time-stamped received in the designated HA office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal, shall be placed unfolded in a sealed package and addressed to

New Boston Property Management
Attention: Cal Davis
Executive Director
303 Rice Street (PO Box 806)
New Boston, Texas 75570

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

Contractor's Responsibilities – Contact with Agency: It is the responsibility of the contractor to address all communication and correspondence pertaining to this RFP process to the CO only. Contractors must not make inquiry or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may cause NBPM to not consider a bid submittal received from any contractor who may have not abided by this directive.