

REQUEST FOR PROPOSALS (RFP) No. 190124-3
RUSSELL TERRACE LANDSCAPING & IRRIGATION



LAREDO HOUSING AUTHORITY
Serving. Collaborating. Empowering.

Housing Authority of the City of Laredo
2000 San Francisco Ave.
Laredo, TX 78040

RFP Documents

January 24, 2019

**REQUEST FOR PROPOSALS (RFP) No. 190124-3
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INTRODUCTION

The Housing Authority of the City of Laredo (hereinafter, "LHA") is a public entity that was formed in 1937 to provide federally subsidized housing and housing assistance to low-income families, within the City of Laredo. LHA 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 LHA's procurement policy. Though brought into existence by a Resolution of the City of Laredo, it is a separate entity from the City of Laredo.

The Housing Authority of the City of Laredo is a unit of government and its functions are essential governmental functions. The property of LHA is used for essential public and governmental purposes, and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

Currently, LHA owns and manages: three public facility corporations, 994 public housing units throughout the City of Laredo and Asherton, TX; and administrates a total of 1368 Section 8 Housing Choice Vouchers. LHA currently has approximately 103 employees.

In keeping with its mandate to provide efficient and effective services, LHA is now requesting proposals from qualified, licensed, and insured entities to provide the following noted services to LHA. All RFP's submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

The Housing Authority of the City of Laredo and its subsidiary instrumentalities are soliciting "Request for Proposals" (RFP) for the **Russell Terrace Revitalization Project** consisting of new construction and installation of Landscaping and Irrigation systems.

Attention is called to the project's bonding and insurance requirements and to the provisions for equal employment opportunity, compliance with prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7), U.S. Department of Labor regulations in 29 CFR part 5, and to the greatest extent feasible the Housing and Urban Development Act of 1968 as amended under 24 CFR Part 135.

Proposers are expressly advised to review the applicable General Conditions of the proposed Contract as to the causes which may lead to the disqualification and/or rejection of a proposal or bid. Due to project demands, the Scope Of Work may change at the discretion of the LHA.

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INFORMATION AT A GLANCE

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LHA CONTACT PERSON	Frank Lopez, Procurement Officer Telephone: (956)722-4521 Fax: (956)722-6561.
HOW TO OBTAIN THE DOCUMENTS	Procurement Department 2000 San Francisco Ave., Laredo, TX 78040 Telephone: (956) 722-4521 Ext. 251 Email: flopez@larha.org Website: Procurement Portal tab at www.larha.org
PRE-SUBMITTAL CONFERENCE	None, subject to change.
HOW TO FULLY RESPOND TO THIS SOLICITATION	As instructed within the RFP documents, submit one (1) original plus six (6) copies in person or by U.S. Mail before the due date to: Housing Authority of the City of Laredo Procurement Department.
PROPOSAL SUBMITTAL INFORMATION AND DEADLINE BY U.S. MAIL OR IN PERSON:	Procurement Department 2000 San Francisco Ave. Laredo, TX 78040. LHA Time Stamped By: Refer to Section 4.3

All questions concerning this RFP are to be submitted in writing or by email by no later than Monday, 11:00 A.M. on February 4, 2019.

Proposals are **DUE** to the Procurement Department at 2000 San Francisco Ave., Laredo, TX 78040 no later than **Friday, 3:00 p.m. CST, February 8, 2019.**

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1.0 LHA'S RESERVATION OF RIGHTS:

- 1.1** LHA reserves the right to reject any or all bids or proposals, to waive any informality in the solicitation process, or to terminate the solicitation process at any time, if deemed by LHA to be in its best interests.
- 1.2** LHA reserves the right not to award a contract pursuant to this solicitation.
- 1.3** LHA reserves the right to terminate a contract awarded pursuant to this solicitation, at any time for its convenience upon 10 days written notice to the successful offeror(s).
- 1.4** LHA reserves the right to determine the days, hours and locations that the successful offeror(s) shall provide the services called for in this solicitation.
- 1.5** LHA reserves the right to retain all bids/proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids or proposals without the written consent of LHA Contracting Officer (CO).
- 1.6** LHA reserves the right to negotiate all fees with the top offerors. If such negotiations are not, in the opinion of LHA's CO successfully concluded within a reasonable timeframe as determined by LHA, LHA shall retain the right to end such negotiations and proceed to negotiate with the next highest scoring.
- 1.7** LHA reserves the right to reject and not consider any bid or proposal that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or proposals offering alternate or non-requested services.
- 1.8** LHA shall have no obligation to compensate any offeror for any costs incurred in responding to this solicitation.
- 1.9** LHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this solicitation and any resulting contract.
- 1.10** LHA shall reserve the right to at any time during the solicitation or contract process to prohibit any further participation by an offeror or reject any bid or proposal submitted that does not conform to any of the requirements detailed herein. By requesting this document, each prospective offeror 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 LHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve LHA, but not the prospective offeror, of any responsibility pertaining to such issue.

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- 1.11** LHA reserves the right to make an award to more than one offeror based on evaluations.
- 1.12** LHA reserves the right to require additional information from all offerors to determine level of responsibility. Such information shall be submitted in the form required by LHA within two (2) days of written request.
- 1.13** LHA reserves the right to amend or replace the sample contract posted in relation to this solicitation or may be included herein, at any time prior to contract execution.
- 1.14** LHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the offeror regardless of their inclusion in the reference section of the bid or proposal submittal.
- 1.15** LHA reserves the right to add or delete locations and/or properties for services on an as-needed basis.
- 1.16** LHA shall have no obligation to compensate any offeror for any costs incurred in responding to this solicitation.
- 1.17** In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, LHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 1.18** For the purposes of this solicitation, the term "Request For Proposals" (RFP) shall be interchangeable with "Competitive Sealed Proposals" (CSP). The term "Bid" will relate at a minimum to the materials portion of this solicitation.

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General Information:

Statement of Purpose:

The Housing Authority of the City of Laredo, and also on behalf of its subsidiary instrumentalities, is soliciting "Request for Proposals" (RFP) for the Russell Terrace Revitalization Project.

Proposals are being solicited and will be accepted for the Landscaping & Irrigation necessary to complete the project. Proposals are being requested from general or independent contractors with demonstrated professional competence and experience to complete the indicated scope of work.

Prospective bidders acknowledge by downloading and receiving the solicitation documents, and/or by submitting a bid or proposal, that the submission of a response to LHA is not a right by which to be awarded a contract, but merely is an offer by the prospective offeror to perform the requirements of the solicitation and the scope of work in the event LHA decides to consider to award a contract to that bidder or proposer.

Non-Mandatory Pre-Bid Conference:

A pre-bid conference will be optional, at the time of this RFP posting one has not been scheduled but is subject to change.

Bidder's Responsibilities-Contact with LHA:

It is the responsibility of the Bidder to address all communication and correspondences pertaining to this solicitation process to contact listed herein only. Bidders or proposers must not make inquiry or communicate with any other LHA staff member or official (including members of the Board of Commissioners) pertaining to this solicitation. Failure to abide by this requirement may be cause for LHA to not consider a bid or proposal submittal received from any Proponent who has not followed this directive during the solicitation process.

LHA will not conduct any ex-parte conversations which may give one prospective Bidder an advantage over the other prospective Bidders.

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2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):

Any Scope of Work requires the awarded contractor to provide technically qualified and licensed technicians (within the State of Texas) to competently attend to this scope of work. The contractor shall furnish all tools, equipment and required Protective Personnel Equipment (PPE) for their workers.

REFER TO ATTACHMENT “SOW No. 190124-3” FOR SCOPE OF WORK AND ANY AVAILABLE SPECIFICATIONS.

3.0 GENERAL CONDITIONS:

- 3.1 SPECIFICATIONS:** Available specifications are within “SOW No. 190124-3.
- 3.2 REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this solicitation. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the LHA or the Bidders at the time of the submittal deadline or the award.
- 3.3 SECTION 3: Contactor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this solicitation to the greatest extent feasible and shall document such efforts monthly. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.
- 3.4 RESPONSIBILITY FOR SUBCONTRACTORS:** All requirements for the “Prime” contractor shall also apply to any and all subcontractors. It is the Prime Contractors’ responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to LHA for the performance under this solicitation or any resulting contract.
- 3.5 CRIMINAL HISTORY/DRUG TESTING; Contractor shall perform criminal history checks and drug screening tests on all employees performing work under this solicitation and any resulting contract and if requested provide summaries of the results to LHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this solicitation or any resulting contract. Contractor is required to perform drug screening of all employees and to insure acceptable test results. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.**
- 3.6 LIQUIDATED DAMAGES:** For each day that performance under a resulting contract from this solicitation is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of \$50.00 per day. However, the timeframe for performance may be adjusted at LHA’s discretion in writing and received by the successful Bidder prior to default under any resulting contract.

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- 3.7 UNACCEPTABLE EMPLOYEES:** If any employee of the Contractor is deemed unacceptable by LHA, Contractor shall immediately replace such personnel with a substitute acceptable to LHA.
- 3.8 WARRANTY:** All items installed/provided under any contract resulting from this solicitation must include a minimum of a two (2) year warranty including labor, materials, and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by LHA.
- 3.8.1** The services provided under the contract shall conform to all information contained within the solicitation documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 3.8.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 3.8.3 Assignment of Warranty:** Contractor shall assign any warranties and guarantees to LHA and provide the Contractor's Warranty for Labor and Installation to LHA along with all Manufacturers' Warranty documents.
- 3.9 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.
- 3.10 PROPOSED COST:**
- 3.10.1 Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully "burdened" with profit and overhead costs.
- 3.10.2 Unit Prices:** Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service under this solicitation and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc.
- 3.11 MATERIALS/EQUIPMENT:** Contractor shall provide at contractor's own expense all equipment, labor, materials, supplies, and tools.
- 3.12 TAXES:** LHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

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3.13 DELIVERY: All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the solicitation documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this solicitation.

3.13.1 The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that LHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.

3.14 SUBSTITUTIONS: Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

3.15 TYPE OF CONTRACT: A firm fixed contract for one year (1) with the option to extend at the sole discretion of LHA for up to four (4) additional one-year period.

3.16 DISPOSAL OF TRASH/DEBRIS: All debris and trash must be disposed of offsite in accordance with all local, State, and Federal laws and codes. At no time shall the Contractor dispose of debris or trash in any LHA refuse container.

3.17 LHA shall not pay trip charges, travel time, or fuel surcharge.

4.0 CONDITIONS TO PROPOSE:

4.1 Pre-Qualification of Bidders: Prospective bidders will not be required to pre-qualify in order to submit a bid. However, all bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, Attachment C). Failure by the prospective bidder to provide the requested information may, at LHA's discretion, eliminate that bidder from consideration, provided that all bidders were required to submit the same information.

4.2 Solicitation Forms, Documents, Specifications and Drawings:

4.2.1 Prior to submitting a bid in response to the solicitation, it shall be each prospective bidder's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this solicitation.

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4.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

4.3 Submission and Receipt by LHA:

4.3.1 Time and Date for Receiving Bids: Bids received prior to the bid submittal deadline at LHA Central Offices, 2000 San Francisco, Laredo Texas 78040, shall be securely kept, unopened, by LHA. No bid received after the designated deadline shall be considered.

**Proposals are due no later than:
Friday, 3:00 p.m. CST, February 8, 2019**

4.3.1.1 Bidders are cautioned that any bid submittal that is time-stamped as being received by LHA after the exact time set as the deadline for the receiving of bids shall be returned unopened to the bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to LHA or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.

4.3.1.2 A total of one (1) original signature copy (marked original) and six (6) exact copies (marked copy) shall be forwarded to the Procurement Dept. with the bidder's name and return address and labeled as follows:

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**The Housing Authority of the City of Laredo
Procurement Department
2000 San Francisco Ave.
Laredo, Texas 78040**

4.3.2 Withdrawal of Bids: Bids may be withdrawn as detailed within the current HUD-5370 Forms. Any negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

4.3.2.1 Procedure to withdraw bid submittal: A request for withdrawal of a bid due to a purported error need not be considered by LHA unless filed in writing by the bidder within 48 hours after the bid deadline.

Any such request shall contain a full explanation of any purported error and shall, if requested by LHA, be supported by the original

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calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as LHA retains the right to accept or reject any proposed withdrawal for a mistake.

4.4 Exceptions to Specifications:

4.4.1 A prospective bidder may take exception to any of the bid documents or any part of the information contained therein, by submitting, in writing to LHA, at least seven (7) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is taking exception. Proposed alternate documents or information must also be included. LHA reserves the right to agree with the prospective bidder and issue a revision to the applicable solicitation requirements, or may reject the prospective bidder's request.

4.4.2 When taking exception, prospective bidders must propose services that meet the requirements of the solicitation documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the LHA officers not already listed within the solicitation documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

5.0 FORM OF BID

All Responses to this solicitation must be formatted in accordance with the sequence noted below. Each category must be separated by numbered index dividers.

5.1 Tab 1, Proposal Form & Bid Fee Sheet: These Forms are attached hereto as Attachment A to this solicitation document. These Forms must be fully completed and submitted under this tab as a part of the bid submittal.

5.2 Tab 2, Bidders Certification & Client Information: These Forms are attached hereto as Attachment B to this solicitation document and must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

Proposer shall submit three former or current clients, preferably other than LHA, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

- 5.2.1** The client's name;
- 5.2.2** The client's telephone number and address,
- 5.2.3** Description of services provided to the client, and
- 5.2.4** Date of services

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- 5.3 Tab 3, Conflict of Interest and HUD Forms:** These forms are attached hereto as Attachment C to this solicitation document. These forms must be fully completed, executed and submitted under this tab as a part of the bid submittal.
- 5.4 Tab 4, Procurement Opportunity Programs (POP) & Other LHA Required Forms:** These forms are attached hereto as Attachment D to this solicitation document. These forms must be fully completed, executed and submitted under this tab as a part of the bid submittal.
- 5.5 Tab 6, Subcontractors:** Bidders must also provide LHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each.

Bidder must realize that the actual usage of the subcontractor will be contingent upon LHA's prior written approval, and Bidder remains responsible to LHA for any and all services and goods provided pursuant to this solicitation and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this solicitation".

- 5.6 Bid Submittal Binding Method:** It is preferable and recommended that the Bidder bind the bid submittals in such a manner that LHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.

6.0 MISTAKE IN BID

- 6.1** After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.
- 6.2 Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may, at LHA's discretion, be reason for rejection:
- 6.2.1** If the forms furnished by LHA are not used or are altered or if the proposed costs are not submitted as required and where provided.
 - 6.2.2** If all requested completed attachments do not accompany the bid submittal.
 - 6.2.3** If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the bidder submitting the same a competitive advantage over other bidders.

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6.2.4 If the bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

6.2.5 If the individual cost bid items submitted by a specific bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from LHA's cost estimate for that item.

6.3 Disqualification of Bidders: Any one or more of the following shall be considered as sufficient for the disqualification of a prospective bidder and the rejection of his/her bid:

6.3.1 Evidence of collusion among prospective bidders. Participants in such collusion will receive no recognition as bidders or Bidder for any future work with LHA until such participant shall have been reinstated as a qualified bidder or Bidder. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

6.3.2 More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).

6.3.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

6.3.4 Unsatisfactory performance record as shown by past work for LHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.

6.3.5 Incomplete work, which in the judgment of LHA, might hinder or prevent prompt completion of additional work, if awarded.

6.3.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

6.3.7 Failure to comply with any qualification requirements of LHA.

6.3.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by LHA) who will be employed by the successful bidder(s) to complete the work of the proposed contract.

6.3.9 As required by the solicitation documents, failure of the successful bidder to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to LHA within 10 days of contract signature:

6.3.10 Any reason to be determined, in good faith, to be in the best interests of LHA.

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7.0 AWARD OF BID(s): Bidders shall be recommended for award if they are deemed responsive and responsible and provide the “Best Value” to LHA. In determining the best value LHA may consider: The following criteria and score values will be used by the LHA to evaluate all proposals for this RFP.

- 7.1 The proposal/purchase price (40%)
- 7.2 The past performance of proposing firm or individual (25%)
- 7.3 The quality of the materials and/or services (20%)
- 7.4 Relevant experience in similar projects along with reputation (15%)

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NO.	MAX POINT VALUE	FACTOR DESCRIPTION
1	40 points	The proposal/purchase price.
2	25 points	The past performance of proposing firm or individual.
3	20 points	The quality of the materials and/or services.
4	15 points	Relevant experience in similar projects along with reputation.
5	5 points	HUD's Procurement Opportunity Program (POP) Preference Points.
	105 points	Total Possible Points (Including Preference Points).

8.0 INSURANCE & Bonding Requirements: Refer to “Attachment E” for requirements.

9.0 INVOICING:

- 9.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her bid or best and final offer as accepted by LHA.
- 9.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.
- 9.3 Contractor(s) must submit a separate invoice for each purchase order issued by LHA unless prior approval is obtained from LHA.
- 9.4 If applicable, LHA may make progress payments approximately every 30 days as the work proceeds if work meets owner’s standards, as approved by the Contracting Officer. LHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.

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- 9.5 Upon the Award of Contract, Contractor shall complete the direct deposit form from LHA to process all payments electronically to insure prompt and efficient payment of all invoices.
- 9.6 If offered by Contractor, LHA seeks a discount for early payment. LHA shall only take such a discount if earned
- 9.7 To insure prompt and timely payment of invoices, unless utilizing a progress payment schedule, invoices shall be sent to the following address:

Housing Authority of the City of Laredo
Accounts Payable
2000 San Francisco Ave.
Laredo, TX 78040

Invoices can also be faxed to: Accounts Payable at (956)722-6561.

10.0 RIGHT TO PROTEST:

- 10.1 **Rights:** Any prospective or actual Bidder, or Contractor who is allegedly aggrieved in connection with the solicitation of a RFP or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.
 - 10.1.1 An alleged aggrieved “protestant” is a prospective Bidder who feels that he/she has been treated inequitably by LHA and wishes LHA to correct the alleged inequitable condition or situation. To be eligible to file a protest with LHA pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective Bidder (i.e. recipient of the RFP documents) when the alleged situation occurred. LHA has no obligation to consider a protest filed by any party that does not meet these criteria.
- 10.2 **Procedure to Protest:** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve LHA from accepting or considering that protest:
 - 10.2.1 The alleged aggrieved protestor must file, in writing, to LHA the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by LHA or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve LHA from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review.

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- 10.2.2** Any actual or prospective Contractor may protest the solicitation or award of a contract for material violation of LHA's procurement policy. Any protest against a LHA solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the LHA Procurement Department. All appeals shall be marked as follows and sent to the address listed below:

Appeal of RFP No. 190124-3
Housing Authority of the City of Laredo
Procurement Department
2000 San Francisco Ave.,
Laredo, TX 78040

11.0 DISPUTES UNDER THE CONTRACT:

- 11.1 Procedures:** In the event that any matter, claim, or dispute arises between the parties, whether or not related to this RFP or any resulting contract, both parties shall be subject to nonbinding mediation if agreed to by both parties within thirty days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after selection of the arbitrator.

12.0 ADDITIONAL CONSIDERATIONS:

- 12.1 Government Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 12.2 Work on LHA Property:** If the successful Bidder's work under the contract involves operations on LHA premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to LHA.

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- 12.3 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. LHA does not guarantee any minimum purchase quantity.
- 12.4 Official, Agent and Employees of the LHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the LHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.5 Subcontractors:** Unless otherwise stated within the solicitation documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of LHA. Also, any substitution of subcontractors must be approved in writing by LHA prior to their engagement.
- 12.6 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFP documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.7 Independent Contractor:** Unless otherwise stated within the solicitation documents or the contract, the successful Bidder or Proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in anyway.
- 12.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.9 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.10 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this RFP. Failure to meet these timeframes may be considered a material breach, and LHA may pursue compensatory and/or liquidated damages under the contract.
- 12.11 Limitation of Liability:** In no event shall LHA be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

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12.12 Indemnity: The Contractor shall indemnify and hold harmless LHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF LHA.**

Contractor shall indemnify and hold harmless LHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

12.13 Public/Contracting Statutes. LHA is a governmental entity as that term is defined in the procurement statutes. LHA and this RFP and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

12.14 Termination: Any contract resulting from this RFP may be terminated under the following conditions:

12.14.1 By mutual consent of both parties, and

12.14.2 Termination For Cause: As detailed within the attached HUD Forms.

12.14.2.1 LHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from LHA, fails to correct such failures within seven (7) days or such other period as LHA may authorize or require.

Upon receipt of a notice of termination issued from LHA, the Contractor shall immediately cease all activities under any contract resulting from this RFP, unless expressly directed otherwise by LHA in the notice of termination.

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LHA may terminate any contract resulting from this RFP in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

12.14.3 Termination for Convenience: In the sole discretion of the Contracting Officer, LHA may terminate any and all contracts resulting from this RFP in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of LHA.

The rights and remedies of LHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

12.14.4 In the event the resulting contract from this RFP is terminated for any reason, or upon its expiration, LHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to LHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

12.15 Examination and Retention of Contractor's Records: LHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this RFP, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

12.16 Inter-local Participation

12.16.1 LHA may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance LHA's purchasing power. At LHA's sole discretion and option, LHA may inform other Entities that they may acquire items listed in this RFP. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor's acceptance.

12.16.2 In no event shall LHA be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, LHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

12.16.3 Purchase orders shall be submitted to Contractor by the individual Entity.

12.16.4 LHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than LHA.

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12.17 Right to data and Patent Rights: In addition to other ownership & use rights LHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

12.18 Lobbying Certification: By proposing to do business with LHA or by doing business with LHA, each Bidder certifies the following:

12.18.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

12.18.2 If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions.

12.18.3 The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.18.4 This clause is a material misrepresentation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

12.19 Applicable Statutes, Regulations & Orders: Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

12.19.1 Executive Order 11246

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- 12.19.2** Executive Order 11063
- 12.19.3** Copeland "Anti-Kickback" Act (18 USC 874)
- 12.19.4** Davis Bacon Act (40 USC 276a-276a-7)
- 12.19.5** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 12.19.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 12.19.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 12.19.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 12.19.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 12.19.10** Age Discrimination Act of 1975
- 12.19.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 ET. Seq.)
- 12.19.12** HUD Information Bulletin 909-23
- 12.19.13** Immigration Reform & Control Act of 1986
- 12.19.14** Fair Labor Standards Act (29 USC 201, ET. Seq.)

12.20 Additional Information: Each provision of law and each clause, which is required by law to be inserted in this RFP or any contract, shall be deemed to have been inserted herein, and this RFP and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.

12.21 Conflicting Conditions: In the event there is a conflict between the documents comprising this RFP and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the RFP; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.

12.22 Contract Form: LHA will not execute a contract on the successful Bidder's form. Contracts will only be executed on LHA's form. By submitting a proposal or bid, the successful proponent agrees to this condition. However, LHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of LHA to include such clauses does not give the successful Bidder the right to refuse to execute LHA's contract form. It is the responsibility of each prospective Bidder to notify LHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. LHA will consider such clauses and determine whether or not to amend the Contract.

12.23 Force Majeure: Neither LHA nor Contractor shall be held responsible for delays nor default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, LHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

-----END OF DOCUMENT-----