

Rolling Plains Management Corporation
P.O. Box 490
Crowell, Texas 79227

REQUEST FOR PROPOSALS
FOR
HVAC CONTRACTOR

January 1, 2018

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GENERAL RFP SPECIFICATIONS

A. Request

Rolling Plains Management Corporation (RPMC) is requesting bids from qualified companies/contractors for all materials and labor used for the replacement, repair, or retrofit of HVAC participants of the RPMC programs funded by the Texas Department of Housing and Community Affairs and the Housing Preservation Grant funded by the United States Department of Agriculture. RPMC is a private non-profit corporation operating programs on behalf of the State and Federal agencies.

B. Purpose

Rolling Plains is seeking to assist its eligible clients having high energy bills due to inefficient heating and cooling appliances. The replacement, repair and/or retrofit of HVAC systems should result in a reduction of energy consumption.

The first step in the process is the solicitation of bids from companies/contractors to provide materials and labor used to replace, repair and/or retrofit home HVAC systems to be more energy efficient. The contractor selected will be expected to provide all material and labor to replace or retrofit each system based on an assessment of each system prepared by RPMC or other qualified assessor.

A copy of the "General Contractual Requirements for Contractors" has been provided in this packet. This details applicable requirements for all bidders/contractors.

Rolling Plains is seeking the above services in 28 counties, which include Archer, Baylor, Brown, Callahan, Clay, Comanche, Cottle, Eastland, Foard, Hardeman, Haskell, Hood, Jack, Jones, Kent, Knox, Montague, Palo Pinto, Parker, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, Wise, and Young Counties.

C. Deadline for Submission

The deadline for submittal of bids is **5:00 p.m. Thursday, November 30, 2017**. No late bids will be accepted.

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To be considered responsive and receive an evaluation, a bid must fully address all sections of the bid request. A list of required items is as follows:

- 1) Cover letter – contractor(s) letterhead which includes the Contractor's contact person's name, telephone number, fax number (if available) and e-mail address (if available).
- 2) Description of company
 - Number of employees
 - Number of years in business
 - Licensed services provided by your company (i.e. HVAC, electrical, plumbing, etc)
- 3) Bid Form:
 - Schedule A – Bidders Experience
 - Schedule B – Technical & Financial Resources
 - Schedule C – Price
- 4) HVAC and/or Small Appliance Certifications & Licenses (where applicable)

A. Contact Person

All questions concerning this bid packet should be directed to Mark Halsell or Chad King Weatherization Department. Questions may be mailed to RPMC, P.O. Box 490 Crowell, Texas 79227. Respondents may call (940) 684-1571 for a verbal response.

B. Contract Type

The winning contractor(s) will be offered a contract from January 1, 2018 to December 31, 2018 with Rolling Plains Management Corporation for the HVAC replacement and repair on qualified houses and apartment as specified in this proposal. At the option of Rolling Plains Management Corporation, the contract period can be extended and renewed, contingent upon funding, for a period of up to four (4) additional years, renewable annually.

C. Termination of Contract

The successful contractor agrees to comply with all requirements of the contract as detailed in General Contractual Requirements for Contractors. In the event contractor is unable to comply with the General Requirements as determined by Rolling Plains Management Corporation, Contractor will be notified in writing of intent by RPMC to terminate the contract.

GENERAL RFP SPECIFICATIONS

D. Limitations and Reservations

Rolling Plains Management Corporation reserves the right to accept or reject any and all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part in its entirety this request for proposals, if found to be in the best interest of the needs of RPMC.

This request for proposals does not commit RPMC to award a contract, to pay any costs incurred for the preparation of proposals or to procure or contract for any services. All proposals will become part of this agency's official files.

RPMC specifically reserves the right to vary the provisions set forth herein anytime prior to the execution of a contract where such variance is deemed to be in the best interest of the needs of RPMC.

If selected for negotiations, contractor(s) may be required to prepare and submit additional information prior to final award selection, in order to reach terms for the provision of services, which are agreeable to both parties.

E. Modifications and Renewals

RPMC reserves the right to negotiate modifications or renewal and/or repair services in connection with any executed contract funded through this request for proposals without repeating the bid process for a period of up to four (4) additional years from the original bid initiation.

Modifications and renewals shall be considered based upon the provider's ability to meet RPMC's needs.

J. Signatures

This request for proposal shall be signed by the contractor/company's official authorized to bind that contractor/company and shall contain a statement to the effect that the proposal is a firm bid for a thirty (30) day period from the date that proposal is received by RPMC. The proposal shall also provide the name, address and telephone number of the individual(s) with the authority to negotiate during the period of proposal evaluation.

K. Evaluation Criteria

The selection of contractor(s) is to be made after a careful evaluation of prevailing prices in the area and of the proposals received. The successful contractor(s) must be responsive to the terms of the proposal and must demonstrate that he/she is a responsible bidder.

- a) A responsive bidder is one who submits a complete, sealed proposal within the stated time and in accordance with the proposal specifications.

GENERAL RFP SPECIFICATIONS

- b) A responsible bidder is one who demonstrates, via his or her responses to the selection criteria, his or her ability to deliver the supplies, equipment or services solicited for procurement.

Proposals will be based on information received from schedules A, B, and C. This information will be evaluated and scored using a proposal rating table from which a contractor(s) will be selected.

L. Protest Rights

All protest or complaints regarding this proposal process shall be referred to the RPMC Executive Committee for resolution.

M. Conflict of Interest/Nepotism

To avoid any real or apparent conflict of interest or nepotism in the procurement of the bid proposal, no RPMC employee, agent, consultant, officer, family member of employees, official of RPMC and who exercises or has exercised any functions or responsibilities with respect to contract decision making process or gain inside information with regard to such activities, may obtain personal or financial interest or benefit, directly or indirectly, from any award connected with this request.

RPMC's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from potential bidders.

N. Subcontracting

The services of any contractor(s) awarded from this RFP must be delivered by the contractor named on the bid. Subcontracting will not be allowed, unless authorization from RPMC is given in writing.

O. Provisions and Requirements

Contractor shall comply with the provisions and requirements of the:

- Workmen's Compensation Act, where applicable;
- Immigration and Reform Act of 1986;
- Clean Air and Water Act.
- Copeland Anti-Kickback Act;
- Davis Bacon Act, where applicable;

Contractor must obtain OSHA 10 certification for workers and OSHA 30 certification for supervisors prior to January 1, 2013.

Contractor must have a certified renovator on their staff and be listed as a certified renovator firm. Contractor must provide RPMC a copy of all certifications.

Must provide own tools needed to accomplish all work.

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All appliances must meet energy star rating.

Provide and transport materials, tools, and workers/employees to all job sites.

All debris from job must be removed and disposed of at contractor's expense.

Adhere to all applicable federal, state and local laws and the International Codes, as well as, all local codes.

Provide adequate, fully trained, on-site supervision of all work performed under the contract.

Provide itemized labor and material invoices with start and finish dates.

Must provide proof of and maintain liability insurance in the amount of \$100,000.

Must provide proof of and maintain vehicle liability insurance.

Must provide proof of valid driver's license(s) for employees.

The sub-contractor is responsible for any, job related illness or injury to workers under his/her employment, and indemnify and hold harmless RPMC, RRMC staff, and RPMC clients in the event of on-the-job illness or injury occurs.

**ROLLING PLAINS MANAGEMENT CORPORATION
SCHEDULE A
BIDDER'S EXPERIENCE**

- A. **General Experience:** 1 point per year will be awarded up to five points (five years) for previous HVAC installation experience /replacement and retrofit of household appliances: _____
- B. **MINORITY – OWNED OR WOMAN – OWNED COMPANY:** 5 points will be awarded for a positive response.
Are you a minority –owned or woman –owned enterprise? _____

ROLLING PLAINS MANAGEMENT CORPORATION
SCHEDULE B
Technical & Financial Resources

A. Integrity (18 Points): Please list two references of persons or firms that you have used as a material supplier or for obtaining a loan in the past twelve months and who are familiar with your work.

Reference 1:

Name _____
Address _____
Company Name _____
Phone _____

Reference 2:

Name _____
Address _____
Company Name _____
Phone _____

These are the questions that will be asked when we contact the references. Three points will be awarded per reference for each favorable answer.

1. Would you characterize this person or firm to be fair, honest and responsible?
2. Would you extend credit to this person or firm?
3. Has this firm or person been past due on any of their payments during the last six months?

B. FINANCIAL: (15 Points)

Five points will be awarded for providing a financial statement.

One point will be awarded for "No" responses to questions 1-4 (maximum of 4 points). No points will be awarded for references, which cannot be verified, or who indicate that the work performed or staff conduct was unsatisfactory. Listed below are the questions that will be asked of each reference and the point value attached to their response:

1. Are you or have you been involved in a Chapter 13 proceeding? _____
2. Are there any liens against your firm? _____
3. Are there any lawsuits against your firm? _____
4. Have any complaints been filed against your firm with the Better Business Bureau?

If yes, describe the nature of complaints: _____

ROLLING PLAINS MANAGEMENT CORPORATION
SCHEDULE B
Technical & Financial Resources

FINANCIAL RESOURCES:

Yes

No

- | | | |
|---|-------|-------|
| 5. Can you provide documentation that you have a minimum line of credit of at least \$10,000 for up to 90 days. If yes, attach documentation. 5 pts | _____ | _____ |
| 6. Are you willing to wait 30 days after final inspection to receive payment? 1pt | _____ | _____ |

ROLLING PLAINS MANAGEMENT CORPORATION
SCHEDULE B
Technical & Financial Resources

A. REFERENCES: Please list three (3) references of persons or firms whom you have worked as a subcontractor or installed and performed HVAC installation for in the past twelve (12) months and who are familiar with your work, excluding Rolling Plains. If you have worked for any agency that operates Texas Department of Housing and Community Affairs contracts, please list those references first.

Reference 1:

Name _____
Address _____
Phone _____

Reference 2:

Name _____
Address _____
Phone _____

Reference 3:

Name _____
Address _____
Phone _____

These are the questions that will be asked when we contact the reference. Two points will be awarded per reference for each favorable answer (10 Points). No points will be awarded for references, which cannot be verified, or who indicate that the work performed or staff conduct was unsatisfactory. Listed below are the questions that will be asked of each reference and the point value attached to their response:

1. Is the quality of work of this firm or person satisfactory or poor?
 - If satisfactory, specify in what way.
 - If not satisfactory, specify in what way.
2. Has this firm or person been timely in completing projects?
3. Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?
4. Did the firm or person offer and explain the warranty for the products they installed?
5. If the occasion arose, would you subcontract again with this firm or person to do a job for you?

SCHEDULE C

HVAC Materials and Services

UNIT	MATERIAL TYPE (MATERIAL AND INSTALL)		PRICE PER ITEM		TOTAL
			LABOR	MATERIALS	
EA	Clean and seal air return				
EA	Seal supply plenum w/mastic & duct board				
EA	External combustion @ water heater				
EA	Replace A/C register grill (all sizes included)				
EA	NG/LP Vented space heater – 10,000 BTU				
EA	NG/LP Vented space heater – 30,000 BTU				
EA	Auxiliary Drain Pan Kit				
EA	Clean A/C Coil				
EA	Thermostat				
Lb	R-12 Freon				
Lb	410A Freon				
Lb	R-22 Freon				
EA	Concrete Pad				
EA	35,000 BTU wall furnace w/vent (new install)				
EA	35,000 BTU wall furnace w/vent (replace existing furnace)				
EA	50,000 BTU wall furnace w/vent (new install)				
EA	50,000 BTU wall furnace w/vent (replace existing furnace)				
EA	Complete Technical Assessment (Detailed Assessment)	Single Family Home			
		Apartment			

SCHEDULE C

HVAC Materials and Services

Replacement of existing indoor furnace and/or outside condenser (Utilizing existing ductwork, line set, disconnect, return) All equipment must meet current energy star rating

UNIT	MATERIAL TYPE (MATERIAL AND INSTALL)	PRICE PER ITEM		TOTAL
		LABOR	MATERIALS	
EA	Complete Energy Star Heat Pump System			
	1.5 ton			
EA	2 ton			
EA	2.5 ton			
EA	3 ton			
EA	3.5 ton			
EA	4 ton			
	Complete Energy Star Electric AC & Vented Gas Unit			
	1.5 ton			
EA	2 ton			
EA	2.5 ton			
EA	3 ton			
EA	3.5 ton			
EA	4 ton			
EA	Complete Mobile Home Energy Star Heat Pump System			
	1.5 ton			
EA	2 ton			
EA	2.5 ton			
EA	3 ton			
EA	3.5 ton			
EA	4 ton			

SCHEDULE C

HVAC Materials and Services

UNIT	MATERIAL TYPE (REPLACEMENT OF EXISTING SYSTEM)	PRICE PER ITEM		TOTAL
		MATERIALS	LABOR	
EA	Complete Mobile Home Energy Star Electric AC & Vented Gas Unit			
	1.5 ton			
EA	2 ton			
EA	2.5 ton			
EA	3 ton			
EA	3.5 ton			
EA	4 ton			
EA	Install new filter			
Per Ft	Replace thermostat wire			
Per Ft	Secondary drain line replacement			
Per Ft	Replacement of primary/evaporator drain line			
EA	Clean/service central gas furnace			
EA	Clean/service condenser			

SCHEDULE C

HVAC Materials and Services

EA	Duct Blaster Test Pre and Post			
Man Hour	Incidental Labor (must be pre approved)			
EA	Filter/Dryer			
EA	Fused Disconnect			
Per 25'	Flex Duct Replace			
EA	Metal Hard Line Gas Supply			
Per 20'	Metal/Flex Replace under a Mobile home or crawl space			
EA	Clean/service central cooling A coils/condensing			
EA	AGA valve and flex line			
EA	1 Ton Compressor			
EA	2 Ton Compressor			
EA	3 Ton Compressor			
EA	4 Ton Compressor			
EA	Clean/service Window Unit			
EA	Line Set Flush			
EA	Air Conditioner Whip			
EA	New 220 Volt Electric Line, Circuit & Breaker (by ft)			
EA	Remove Heater and Cap Off Gas Line			
EA	Duct board / per sheet			

GENERAL CONTRACTUAL REQUIREMENTS FOR CONTRACTORS

1. Must provide all tools needed to accomplish replacement/retrofit work.
2. All HVAC installation will conform to Manual J and ACCA (Air Conditioning Contractors of America).
3. Provide and transport materials, tools, and workers/employees to all job sites.
4. All debris from job must be removed and disposed of at contractor's expense.
5. All work must be completed according to the Texas Department of Housing and Community Affairs, Department of Energy, United States Department of Agriculture and Rolling Plains Management Corporation guidelines and conform to all applicable codes and general specifications.
6. Adhere to all applicable federal, state and local laws and regulations.
7. Provide adequate, fully trained, on-site supervision of all work performed under the contract.
8. Invoice only fully completed work to RPMC as completed.
9. Take any necessary corrective action which may arise as a result of the agency's final inspection; this would be in the area of incomplete or unsatisfactory work. This work must be completed within 5 working days from date of notification and a second final inspection will be performed. Should this occur and require RPMC to perform a third final inspection, the Contractor will be required to pay for the third inspection (and any additional inspections after this which may be necessary to close out the case satisfactorily) at the rate of \$100 per inspection.
10. Provide itemized labor and material invoices.
11. Contractor shall comply with the provisions and requirements of the:
 - a. **Davis-Bacon Act (when applicable);**
 - b. Copeland Anti-Kickback Act;
 - c. Contract Work Hours and Safety Standards Act;
 - d. Fair Labor Standard's Act, where applicable;
 - e. Workmen's Compensation Act, where applicable;
 - f. Immigration and Reform Act of 1986;
 - g. Clean Air and Water Act;

ROLLING PLAINS MANAGEMENT CORPORATION

Certification

I understand that I am bidding on a HVAC/Small Appliance contract administered by Rolling Plains Management Corporation (RPMC), funded by state and federal funds. Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration List of Parties Excluded from Federal Procurement or Non Procurement Programs.

I understand that I must carry general liability insurance in the amount of \$100,000. This insurance must be applicable to work done in the applicable service area and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the TDHCA, DOE, USDA, and RPMC guidelines and conform to all applicable codes and general specifications.

If bonding is required it will conform to 31 CFR Part 223.

I understand that I will adhere to all applicable federal, state and local laws and regulations.

I have been provided a copy of the RPMC HVAC/ Small Appliance bid package, reviewed the documents, and certify that all work completed will meet exceed these standards and specifications.

I understand that I must invoice only fully completed work to RPMC.

I understand that I cannot alter any work orders without authorization of RPMC.

I agree to provide a charge account (30 day) with no interest charged for late payment. Payments are made as individual units are totally completed and pass final inspection by RPMC.

I agree to provide proposed services without frequent delays.

I understand that I, and/or the materials manufacturer, must provide a one-year warranty on all materials and labor.

I understand that I must complete all work within the time period specified in the contract.

I will abide by the Texas Department of Housing and Community Affairs and United States Department of Agriculture regulations pertaining to equal employment opportunity.

I further understand that if work performed is found to be unsatisfactory by RPMC or if the relations between my company, the homeowner or other parties are found to be unsatisfactory, it may result in termination of this or any existing contracts and debarment from future RPMC contracts.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

ROLLING PLAINS MANAGEMENT CORPORATION

Certification

I understand that Rolling Plains Management Corporation reserves the right to reject any and all bids.

No board member, officer, agency or employee of Rolling Plains Management Corporation shall be personally liable concerning any matters arising out of or in relation to the commitment of RPMC programs and repair funds with regards to feasibility or validity of the proposed subject.

Contractor's Name (Please Print)

Contractor's Signature

Date