

Rolling Plains Management Corporation  
118 North First Street  
P.O. Box 490  
Crowell, Texas 79227

## REQUEST FOR PROPOSALS

FOR

Small Appliance

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 of appliances for qualifying individuals. RPMC is a private non-profit corporation operating the Weatherization and Housing Programs and other programs on behalf of the State and Federal agencies.

### **B. Purpose**

Rolling Plains is seeking to assist its eligible clients in replacing inefficient appliances and appliances posing potential health/safety risk. Appliances eligible for replacement may include but are not limited to refrigerators, cookstoves, air conditioners, water heaters, space heaters and wall furnaces.

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

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

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

### **C. Deadline for Submission**

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

## GENERAL RFP SPECIFICATIONS

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 – Integrity and Financial Resources
  - Schedule B – Record of Past Performance, etc.
  - Schedule C – Price

### **A. Contact Person**

All questions concerning this bid packet should be directed to Mark Halsell, Weatherization Director. 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 through December 31, 2018, with Rolling Plains Management Corporation, 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 ATTACHMENT C, 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 of weatherization 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.

Schedule A – Integrity and Financial Resources

**A. REFERENCES:** 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 \_\_\_\_\_

Phone \_\_\_\_\_

Reference 2:

Name \_\_\_\_\_

Address \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

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

**Integrity**

1. If an occasion arose, would you subcontract with this firm or person to do a job for you?
2. To the best of your knowledge has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment?

**Financial Resources**

1. Has this firm or person been past due on any of their payments during the last six months?

**B. FINANCIAL STABILITY:** One point for “No” responses to questions 1-4 (maximum of 4 points).

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: \_\_\_\_\_

\_\_\_\_\_

SCHEDULE B  
Record of Past Performance

**A. REFERENCES:** Please list two references of persons or firms for whom you have performed services in the past twelve months and who are familiar with your work, excluding Rolling Plains.

Reference 1:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Reference 2:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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

1. Is the quality of work of this firm or person satisfactory or poor?
  - a. If satisfactory, specify in what way.
  - b. If not satisfactory, specify in what way.
2. Did the firm or person stand behind the products they installed?
  - Replacement of defective materials at no cost?
  - Do they honor manufacturer's warranty?
3. Has this firm or person been timely in completing projects?
4. Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites?
5. If the occasion arose, would you subcontract again with this firm or person to do a job for you?

**B. WORK EXPERIENCE:** One point per year will be awarded up to a maximum of 10 points (10 years). State the number of years you have been performing replacement and retrofit of household appliances: \_\_\_\_\_

**C. MINORITY – OWNED OR WOMAN –OWNED COMPANY:** 5 points will be awarded for a positive response.

Are you a minority –owned or woman –owned enterprise? \_\_\_\_\_



## GENERAL CONTRACTUAL REQUIREMENTS FOR CONTRACTORS

1. Must provide all tools needed to accomplish replacement/retrofit work.
2. Provide and transport materials, tools, and workers/employees to all job sites.
3. All debris from job must be removed and disposed of at contractor's expense.
4. 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. If no local codes exist, all work must conform to Council of American Building Official (CABO) codes International Residential Code (IRC)
5. Provide adequate, fully trained, on-site supervision of all work performed under the contract.
6. Provide itemized labor and material invoices.
7. Contractor understands that all work performed by Rolling Plains is funded under state and federal grants which specifically prohibit the payment of interest, finance charges or late fees. Contractors will provide Rolling Plains with a 30 day charge account with no interest charged for late payment. Payments are made as individual units totally completed and pass final inspection by RPMC.
8. Contractor shall comply with the provisions and requirements of the:
  - a. Davis-Bacon Act (if 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.
  - h. Drug-Free Workplace Act of 1988;
  - i. Rehabilitation Act of 1973;
  - j. Pro Children Act of 1994 (Public Law 103227, Part C Environmental Tobacco Smoke);

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**ROLLING PLAINS MANAGEMENT CORPORATION**

I understand that I am bidding on a “**small appliance**” contract administered by Rolling Plains Management Corporation (RPMC), funded by the Texas Department of Housing and Community Affairs (TDHCA) Department of Energy (DOE), and the United States Department of Agriculture (USDA) with 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.

Must be able to provide proof of at least \$20,000.00 line of credit for at least 60 days.

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.

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

I have been provided a copy of the weatherization “small appliance” bid package, reviewed the documents, and certify that all work completed will meet exceed these standards and specifications.

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 understand that I, and/or the materials manufacturer, must provide a one-year warranty on all materials and labor and furnish client with company contact information, warranty documentation and instruct client on proper use of appliance/appliances installed.

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.

**SCHEDULE C  
Small Appliances**

**ALL REPAIRS, RETROFITS OR REPLACEMENTS MUST BE PERFORMED TO MEET ALL FEDERAL, STATE AND LOCAL CODES. ALL APPLIANCES MUST MEET CURRENT ENERGY STAR RATING.**

UNIT	MATERIAL TYPE (MATERIAL AND INSTALL)	PRICE PER ITEM		TOTAL
		MATERIALS	LABOR	
EA	6,000 btu Energy Star Air Conditioner		75	450
EA	8,000 btu Energy Star Air Conditioner			
EA	10,000 btu Energy Star Air Conditioner			
EA	12,000 btu Energy Star Air Conditioner			
EA	15,000 btu Energy Star Air Conditioner			
EA	Evaporative Air Conditioner 4800 CFM			
EA	18,000 btu 220 Volt Heat/Cool Window Unit			
EA	110 Volt Energy Star 9,500 btu Heat/Cool Window Unit			
EA	6,000 btu NG/LP Heater			
	Heaters must have factory installed Oxygen Depletion Sensor System with Automatic Shut-off.			
EA	NG/LP Vented space heater – 15,000 BTU			
EA	NG/LP Vented space heater – 30,000 BTU			
EA	NG/LP 6,000 btu space heater			
EA	NG/LP 10,000 btu space heater			
EA	NG/LP 30,000 btu space heater			
	Wall Furnace: NG/LP New Install			
EA	35,000 btu wall furnace w/vent & connections			
EA	55,000 btu wall furnace w/vent & connections			

		<b>Materials</b>	<b>Labor</b>	<b>Total</b>
	<b>Wall Furnace: NG/LP Replacement of existing wall furnace</b>			
<b>EA</b>	<b>35,000 btu wall furnace</b>			
<b>EA</b>	<b>55,000 btu wall furnace</b>			

<b>NIT</b>	<b>MATERIAL TYPE (MATERIAL AND INSTALL)</b>			
	<b>Water Heater-NG/LP</b>			
<b>EA</b>	<b>30 Gallon Water Heater</b>			
<b>EA</b>	<b>40 Gallon Water Heater</b>			
<b>EA</b>	<b>50 Gallon Water Heater</b>			
	<b>Water Heater-Electric</b>			
<b>EA</b>	<b>30 Gallon Water Heater</b>			
<b>EA</b>	<b>40 Gallon Water Heater</b>			
<b>EA</b>	<b>50 Gallon Water Heater</b>			
<b>EA</b>	<b>Replacement of flex line connections</b>			
	<b>Refrigerators must be ENERGY STAR rated. Top freezer no ice makers.</b>			
<b>EA</b>	<b>15 cu ft Refrigerator</b>			
<b>EA</b>	<b>18 cu ft Refrigerator</b>			
<b>EA</b>	<b>21 cu ft Refrigerator</b>			
<b>EA</b>	<b>SS Refrigerator</b>			
<b>EA</b>	<b>Cook stove - NG</b>			
<b>EA</b>	<b>Cook stove - LP</b>			

**\*All work includes permits, inspections, and any related applicable fees.**

**ROLLING PLAINS MANAGEMENT CORPORATION**

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 weatherization and repair funds with regards to feasibility or validity of the proposed subject.

\_\_\_\_\_  
Contractor's Name (Please Print)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date