



Gulf Coast Community Services Association, Inc.

Request for Proposal:

2019: Removal of Existing Units & Furnish & Install - Four Replacement HVAC Units

ACTIVITY	TIME-LINE
Request for Proposal (RFP) Available to Bidders	January 8, 2019
Deadline for Proposal Submission	January 24, 2019 at 5:00 p.m.
Anticipated Award Date	January 31, 2019 (Tentatively)

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1. Legal Classified Notice

Gulf Coast Community Services Association, Inc. (GCCSA), a Community Action Agency, is soliciting proposals from qualified vendors to Remove the Existing Units and Furnish and Install 4 (four) Replacement HVAC Units. **The budget for this project is \$28,000.** The service provided will begin **February 4, 2019**. The RFP will be available on-line on **Tuesday January 8, 2019** and can be downloaded from the agency's website at www.gccsa.org. Proposal submission deadline is **Thursday January 24, 2019** at 5:00 p.m. This project is funded by the Dept of Health and Human Services. For additional information, please email procurement@gccsa.org.

GCCSA encourages Small Businesses, Minority-Owned Businesses and Women's Business Enterprises to apply.

2. Background of Gulf Coast Community Services Association, Inc.

Established in 1964, Gulf Coast Community Services Association, Inc. (GCCSA) is a private, nonprofit organization that exists to strengthen the educational, social and economic well-being of individuals and families as they move towards independence and self-sufficiency. As Texas' largest Community Action Agency, GCCSA provides Head Start and Early Head Start services as well as many Community Services, including Rental/Mortgage Assistance, Food Pantry, Transportation Assistance, Employment Skills Programs and a Community Learning Center Services (i.e. GED, ABE, Computer Literacy, Conversational Spanish and ESL). GCCSA provides services to thousands of low-income, Houston area residents annually.

3. RFP Timeline

Request for Proposal (RFP) Available to Vendors	January 8, 2019
Deadline for Proposal Submission	January 24, 2019 at 5:00 p.m.
Anticipated Award Date	January 31, 2019

Due Date: Proposals must be received by GCCSA no later than 5:00 p.m. on Thursday, January 24, 2019. Proposals received after the deadline will not be accepted. Vendors who submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Proposals will be received at:

Mailing/Delivery address: Gulf Coast Community Services Association, Inc.
Attention: Procurement
9320 Kirby Drive
Houston, TX 77054

Award Date. GCCSA will tentatively announce the selected vendor on **January 31, 2019**.

4. Performance Period

GCCSA will negotiate a contract with the successful bidder to begin on or around **February 4, 2019**.

5. Contact Information

All communications regarding this RFP must be coordinated through the office of:

Becky Freeman,
Procurement Specialist
Gulf Coast Community Services Association, Inc.
9320 Kirby Drive
Houston, TX 77054
Phone: (713) 393-4713
Fax: (866) 393-0753
procurement@gccsa.org

6. RFP Submittal Requirements

- a. Proposals must be submitted in a complete package containing all required supporting documentation.
- b. Proposals must be mailed or hand-carried in a sealed envelope/package to Gulf Coast Community Services Association, Inc.. Proposals must be clearly marked on the outside with the Vendor's name, address, **RFP for Removal of Existing and Furnishing and Installing Four HVAC Replacement Units** and Date of Submission. Faxed or electronic submissions and postmarks are not acceptable.
- c. Each bidder must submit one (1) original proposal with original authorized official signature and 5 (five) complete copies, with attachments included.
- d. Pages must be stapled or bonded together, numbered consecutively with each section identified as outlined under Proposal Requirements.
- e. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by GCCSA.

7. Scope of Work/Technical Requirements

Part I

GCCSA is seeking four each 5 ton HVAC units at its Pasadena Head Start center located at 902 South Wafer Street, Pasadena, TX 77506. The successful vendor will be responsible for removing and disposing of the existing units, providing new units, and all labor, supervision, materials, equipment, transportation, and services necessary to perform high quality work, in accordance with state and local regulations as further described in the Scope of Work. This is a turn-key job with a budget of \$28,000.

- A) (2 units) Selected vendor will be responsible for the dismantling, removal and disposal of an 18-ton condenser unit and air handler located in the attic of this building. Selected vendor will then install two new 5-ton condenser units and two new air handlers (classrooms 1 - 4). Both units must have a 16 SEER energy efficient rating. Each unit will have a 15 kW electric heat element. Both units will be run at the same time. Vendor will be responsible for installing new copper lines from the condenser units to the air handlers, connecting the old duct system to the new air handlers, and installing a smoke detector in the air ducts with a 5 inch thick filter, one for each unit.
- B) (1 unit) Selected vendor will install a new 5-ton condenser and new air handler (classrooms 8 - 11). The air handler will be connected to existing air ducts. This unit must also have a 15 kW electric heat element. Vendor will be responsible for running new copper lines from the condenser unit to the air handler and the installation of a smoke detector in the air ducts with a 5-inch thick filter. This unit will run in unison with another existing condenser/air handler which will need a smoke detector installed in its air ducts also with a

5-inch thick filter.

- C) (1 unit) Selected vendor will be responsible for removal and disposal of a 3.5-ton condenser unit, model UAKA-037JAZ. In its place the selected vendor will install a new 5-ton condenser unit with **80,000 BTU gas furnace** and air handler. Vendor will be responsible for running new copper lines from condenser unit to the air handler, connecting the old duct system to the new air handlers and the installation of a smoke detector in the air duct with a 5-inch thick filter.
1. All work must be performed in accordance with federal, state and local codes.
 2. Process must include the safe collection and proper disposal of any existing refrigerant.
 3. All submitting companies must submit manufacture and basic model numbers, manufacturer specifications and cut sheets with the bid submittals.
 4. Unit must be UL listed.
 5. All refrigerant must comply with local codes.
 6. Provide start up and one year warranty on labor and 5 year warranty on parts and compressor.
 7. Notice to proceed will be given to the vendor as soon as the contract is approved and signed by all parties and returned to GCCSA.
 8. The Contractor will be responsible for obtaining all necessary permits.
 9. Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times.
 10. Safety signs, barricades, and/or other materials will be erected by the Contractor to warn patrons and staff away from work areas.
 11. Safety of staff, students, parents and contractor's employees shall be a priority and shall be the responsibility of the Contractor.
 12. Any shutdown of service and/or utilities must be approved and scheduled with GCCSA. Vendor should provide a timeline for approval by GCCSA prior to the start of work that will demonstrate the least amount of service interruption at the location.
 13. Awarded vendor will be required to provide identities of individuals associated with licenses and/or workers who will be performing the actual work.
 14. Awarded vendor will be required to provide written copies of stated warranty.
 15. Contractor is responsible for all costs incurred and for repair of damages, if any, that occur during the course of the removal, disposal and installation of the above referenced equipment.

Part II

As a separate part of this project, GCCSA would like bidder to quote pricing for Quarterly Maintenance for a period of one year for all of the HVAC units at this location. Quoted price for this work is not included in the \$28,000 budget for the removal and replacement of the HVAC units. Quoted maintenance should include all HVAC units at this location which includes the 4 replacement units previously discussed in this RFP. GCCSA is seeking quotes for servicing all HVAC units at this location for a schedule equal to four times per year:

Perform a Spring and Winter check which will include:

- a. Changing filters
- b. Cleaning of coils
- c. Clearing drain lines
- d. Checking refrigerant levels
- e. Verifying the operation of both cooling and heating cycles
- f. Checking motors/blowers for any issues affecting operation
- g. Checking all electrical components for wear

- h. Performing annual amperage draw evaluations for all units to determine efficiency/effectiveness and
Perform two filter changes in between the seasonal services

Note:

1. All repairs outside of Warranty must be approved by GCCSA
2. Please include any repair discount percentages within your quote

****Include all documentation that demonstrates your proficiency in what is requested above (Scope of Work/Technical Requirements).***

8. Proposal Requirements

I. Proposal Cover Statement

The Proposal Cover Statement (**Form #1**) with original signature of the authorized Representative must be attached to the original proposal and must precede the narrative. Copies of the form must also serve as the Proposal Cover Statement for the remaining five (5) proposal copies attached.

II. Table of Contents

Include a Table of Contents.

III. Organization's Narrative

State your organization's mission, vision and its overall operation including company structure, company location(s), and type of services provided, geographic information and years in operation. Provide a list of your Houston office locations. If office locations are not local, describe how your firm intends to provide responsive and quality services to GCCSA.

Give a brief history and description of your organization and the business in which you are engaged. (When was your organization founded? How long have you been in the current business? Who are your customers? How is your organization governed and managed?)

List any accreditation and/or affiliation your organization may have with local, state, or national oversight organizations.

Describe the experience of your staff in delivering your service, including their credentials.

Tell us anything else you would like us to know about your organization that is relevant to your proposal.
(No more than 2 pages, maximum for the organizational narrative.)

IV. Bidder's Experience

Describe your company's current or past experience in removal and installation of HVAC units, including years in operation and experience. Identify the Project Manager and other key personnel who will be administering the contracted services. Provide three professional references. (**Form IX**)

V. Cost/Fee Information

Detail the total costs and fees for providing the goods/services as well as training and technical assistance on the utilization of the service as outlined in the Scope of Work.

The Federal guidelines mandate that each Head Start program pay 20% of the total cost to operate the program. For example, the Federal Government pays 80 % of the funding and expects our program to account for the other 20 % through in-kind donations from citizens, local businesses, universities, social service agencies and other community agencies. **Please indicate in your response whether your firm is able to assist ours in achieving this goal. Donations are strictly voluntary and are not considered in the evaluation and awarding of this RFP (Form X).**

VI. Forms/Attachments

Forms II – VIII and all other applicable attachments from the required documents list should be included under this section.

9. Required Documents

Proposals must include the following required documents signed by the authorized representative:

- a. Proposal Cover Statement (Form I)
- b. Table of Contents
- c. Company Narrative
- d. Bidder's Experience
- e. Bid with Pricing Information and spec sheet
- f. Disclosure of Potential Conflict of Interest (Form II)
- g. Certification Regarding a Drug-Free Workplace (Form III)
- h. Notice of Intent to Bid (Form IV)
- i. Assumed Expenses and No Claim Acknowledgement (Form V)
- j. Certification and Disclosure (Form VI)
- k. Certification Regarding Debarment and Suspension (Form VII)
- l. Certification Regarding Federal Lobbying (Form VIII)
- m. References (Form IX)
- n. Completed W-9
- o. Copies of any applicable licenses including Texas Class A and/or B licenses
- p. Certificate of Insurance – must be provided by awarded vendor

Additional items, if available

- q. Fiscal Attachments
- r. Company brochure
- s. Other Attachments*

10. Proposal Evaluation and Selection

GCCSA will record the vendor's name and address in its log sheet. GCCSA will utilize a Selection Committee to review and evaluate all RFPs submitted. GCCSA will evaluate all quotes according to a set criterion that is scored and then weighted as to importance in the overall evaluation process. Proposals will be evaluated only on information submitted in the Proposal. Award shall be made to the bidder whose proposal or offer is responsive to the solicitation and is most advantageous to the recipient in terms of price, quality and other factors considered. Once vendor(s) is selected, GCCSA will initiate negotiations to enter into a contract. If negotiations are unsuccessful, GCCSA will begin negotiations with the next vendor. GCCSA has the right to accept or reject any or all Proposals. In the event insufficient or no bids are received, GCCSA may elect to re-post the RFP.

*Include all documentation that demonstrates your proficiency in what is requested in the Scope of Work.

STANDARD TERMS AND CONDITIONS

ARTICLE I: GENERAL PROVISIONS

Section 1.01 STATEMENT OF NON-COMMITMENT

This RFP is not an offer to enter into an agreement with any Bidder; it is a request to receive Proposals from Bidders interested in providing Goods or Services to GCCSA. GCCSA reserves the right to reject all Proposals, in whole or in part. GCCSA will not have any obligation to a Bidder until it has entered into a Contract with the Bidder on terms and conditions satisfactory to GCCSA. GCCSA entering into negotiations with a Bidder, with respect to any Proposal or otherwise, shall not be deemed to be an acceptance of such Proposal or Contract with the Bidder.

Section 1.02 PERFORMANCE PERIOD

Upon GCCSA's acceptance of a Bidder and the selected Bidder accepts GCCSA's terms, GCCSA shall execute a Services Agreement ("**Agreement**"). The agreement shall be effective for a primary term of one year ("**Performance Period**").

Section 1.03 MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) AND/OR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

GCCSA supports and encourages M/WBEs and HUBs to submit Proposals for current, existing, and future procurements. As a social service agency, GCCSA is committed to the opportunity of equal access by all segments of our community.

Section 1.04 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice will be acceptable. All interpretations of specifications shall be made on the basis of this statement.

Section 1.05 GOVERNING INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, GCCSA's interpretation shall govern.

Section 1.06 COMPLIANCE WITH PUBLIC BID REQUIREMENTS

By submission of a Proposal, the Bidder agrees to be bound by the requirements set forth in this public solicitation. GCCSA, at its sole discretion, may disqualify a Proposal from consideration if GCCSA determines a Proposal is non-responsive and/or non-compliant, in whole or in part with the requirements set forth in this public solicitation.

Section 1.07 BINDING EFFECT OF PROPOSAL

Each Bidder agrees to and shall be bound by the information and documentation provided with the Proposal unless otherwise agreed in writing and signed by GCCSA's Chief Executive Officer.

Section 1.08 RIGHT TO MODIFY, RESCIND OR REVOKE PUBLIC BID

GCCSA reserves the right to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of GCCSA executes a Agreement with the selected Bidder.

Section 1.09 DEBARMENT AND SUSPENSION

Pursuant to OMB Circular No. A-110 the Bidder shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts sub-awards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

ARTICLE II SOLICITATION INSTRUCTIONS

Section 2.01 REPRODUCTION

If the Bidder obtains the public solicitation electronically via e-mail or on a computer disk, electronically scans, re-types or in some way reproduces any portion of the RFP in order to prepare a response, the Proposal must be submitted in hard copy according to the instructions contained in the RFP. If, in the Proposal, the Bidder makes any changes whatsoever to GCCSA's published RFP, GCCSA's RFP as published shall govern. Furthermore, if an alteration of any kind to GCCSA's published RFP Scope of Work is discovered before or after Contract is executed and is or is not being performed; the Contract is subject to immediate cancellation.

Section 2.02 BIDDER CONDUCT

No gratuities of any kind will be accepted including meals, gifts, or tips during this public solicitation process. Violation of these conditions will subject the Bidder to immediate disqualification from the Proposal process.

Section 2.03 PUBLIC DISCLOSURES

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of GCCSA.

Section 2.04 USE AND DISCLOSURE OF INFORMATION

If a Proposal includes proprietary data, trade secrets, or information the Bidder wishes to exclude from public disclosure, then the Bidder must specifically label such data, trade secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION."**

To the extent permitted by law, information labeled by the Bidder as proprietary will be used by GCCSA only for purposes related to or arising out of the following:

1. Evaluation of Proposals
2. Selection of a Bidder Pursuant to the Public Bid process
3. Negotiation and execution of an Agreement, if any, with the selected Bidder

Section 2.05 OWNERSHIP OF PROPOSALS

All Proposals become the physical property of GCCSA upon receipt.

Section 2.06 BRAND NAME

Any catalog, brand name or manufacturer's reference used in the RFP is for descriptive purposes only, unless specifically stated otherwise (not restrictive), and is used to indicate type and quality outcomes. Proposals on brands of a like nature and quality will be considered.

Section 2.07 PROPOSAL BOND REQUIREMENT

No bond is required for this RFP.

Section 2.08 PERFORMANCE BOND REQUIREMENT

No performance bond is required for this RFP.

Section 2.09 TAXES

GCCSA is exempt from local Sales Tax and Federal Tax. **Do not include tax in the Proposal.** GCCSA's Tax Exemption Certificate will be furnished upon Bidder's written request to GCCSA.

Section 2.10 GOVERNING LAW

Bidders shall comply with ALL applicable federal, state and local laws and regulations. Bidder is further advised these requirements shall be fully governed by the laws of the State of Texas.

Section 2.11 PATENTS/COPYRIGHTS

The Bidder agrees to protect GCCSA from claims involving infringement of patents or copyrights.

Section 2.12 OVERCHARGES

The Bidder hereby assigns to GCCSA any and all claims for overcharges associated with any Agreement resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Section 2.13 SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product information in the Proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the Proposal and any other facts, which may affect the evaluation and subsequent Agreement award, should be included.

Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of the Proposal, must also be in the Proposal.

Section 2.14 PRICING

Where unit pricing and extended pricing differ, the price that best benefits GCCSA, as determined by GCCSA, will prevail.

Section 2.15 QUANTITIES

The attention of the Bidder is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities ordered may be increased or decreased by GCCSA as deemed necessary during the Agreement period.

Section 2.16 INSPECTIONS

GCCSA reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a Bidder fails to satisfactorily show an ability to perform, GCCSA can reject the Proposal as inadequate.

Section 2.17 BIDDER PRESENTATIONS

Bidders may be invited to GCCSA to present their goods and/or services. GCCSA will establish the format, time, date and location for presentations.

ARTICLE III. TERMS AND CONDITIONS

Section 3.01 PRICES

Prices and/or rates will remain firm for the term of the Agreement. The pricing policy proposed and submitted must address the following concerns:

1. The structure must be clear, accountable and auditable.
2. It must cover the full spectrum of services required.
3. Costs and compensation must be consistent with the rates established or negotiated as a result of this Public Bid or Purchase Order issued based on this Agreement.

Section 3.02 FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the Contractor is to begin work prior to receipt of a GCCSA Contract executed by GCCSA's CEO.

The contract shall serve as the authorization to proceed with work in accordance with the Contract.

Section 3.03 PERSONNEL

The Contractor represents that it has, or will secure at its' own expense any and all personnel costs necessary to perform the services required under this Contract.

Section 3.04 SHIPPING

F.O.B. destination; freight prepaid.

Section 3.05 ATTORNEY'S FEES

If any legal action commences or is necessary to enforce or interpret the terms of this RFP, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

ARTICLE IV. PROPOSAL EVALUATION PROCEDURES

Section 4.01 BASIS OF AWARD

The Bidder selected for award will be the Bidder whose Proposal, as presented in response to the RFP and as determined by GCCSA in accordance with the evaluation criteria set forth in this RFP, to be the most advantageous to GCCSA. GCCSA is not bound to accept the lowest bid Proposal.

Section 4.02 NEGOTIATION WITH BIDDERS

Bidders submitting proposals may be afforded an opportunity by GCCSA for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to award for the purpose of obtaining best and final offers.

GCCSA may conduct negotiations with responsible Bidders who submit Proposals found to be reasonable and likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, GCCSA will not disclose information derived from Proposals submitted by competing Bidders, except as and if law requires disclosure.

Section 4.03 MODIFICATION OF PROPOSALS

All Bidders will be afforded the opportunity to submit best and final Proposals if:

- a) Negotiations with any other Bidder result in a material alteration to the RFP and
- b) Such material alteration has a cost consequence that could alter the Bidders proposed quotations regarding rates for Goods or Services.

Section 4.04 EVALUATION OF PROPOSALS

Submission of a Proposal indicates the Bidder's acceptance of the evaluation process set forth in this RFP and the Bidder's acknowledgment that subjective judgments may be made by GCCSA in regard to the evaluation process.

Section 4.05 AWARD OF CONTRACT(S)

Award of contract to the successful bidder is non-exclusive. GCCSA reserves the right to award multiple contracts to provide goods and services

ARTICLE V. ALTERNATE DISPUTE RESOLUTION

Section 5.01 OFFICER TO OFFICER

A Senior Executive of GCCSA and of the Bidder will arrange a prompt meeting, without legal representation, to make an honest effort to resolve the differences.

Section 5.02 MEDIATION

If the previous remedy does not resolve the dispute then the parties will enlist the services of a private mediator recognized by the courts of the State of Texas to resolve the differences. The parties may engage legal representation.

Section 5.03 ARBITRATION

If a resolution is still unable to be resolved then the matter will be handed over for arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Costs for Arbitration will be split 50/50 by GCCSA and Bidder.

Section 5.04 APPEALS PROCESS

An appeal may occur when a Bidder believes they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

1. Appeals must be submitted in writing within ten (10) working days from receipt of the letter of rejection to:
Chief Executive Officer
Gulf Coast Community Services Association, Inc.
9320 Kirby Drive
Houston, Texas 77054
2. The Bidder must base the appeal upon why they, rather than the Bidder selected for the award, deserve the contract.
3. The Bidder shall submit relevant information and any additional documentation requested by GCCSA's Chief Executive Officer to substantiate the basis for the Bidder's appeal.
4. Upon receipt of all requested documentation supporting the appeal, GCCSA's Chief Executive Officer will assess the appeal.
5. Notification of the action taken by GCCSA's Chief Executive Officer will be mailed to the Bidder.

ARTICLE VI. CONTRACT PROVISIONS

Section 6.01 TERMS

The following terms and conditions shall be a binding part of an executed contract:

Section 6.02 INVOICES AND PAYMENTS

1. In consideration of the execution and timely performance of the services rendered and/or goods purchased which is herein outlined in the Scope of Work attached hereto as Exhibit A, Agency agrees to compensate **Contractor** the amount negotiated between the Parties and herein incorporated in the Scope of Work. Any Contract entered into by **Contractor** that is to be paid from grant funds shall be limited to payment from the grant funding.

2. **Contractor** shall provide monthly, itemized invoices by the 10th of each month indicating the services provided, regular fee and its in-kind contribution. Agency will pay **Contractor** within thirty (30) business days of receipt with appropriate documentation attached. Any invoice that cannot be verified by the Contract price and/or is otherwise incorrect will be returned to **Contractor** for correction. Prior to any and all payments made for services provided under this Contract, **Contractor** shall provide its IRS Form W-9, Taxpayer Identification Number or social security number as applicable.

3. Invoices must include the Contractor 's name, address, phone number, e-mail address and contact person. Request for payment shall be addressed to the attention of:

Gulf Coast Community Services Association, Inc.
Office of Audit, Financial and Human Resources
Attn: Accounts Payable
9320 Kirby Drive
Houston, TX 77054
or via e-mail to:
billing@gccsa.org

4. Payments shall be made to Contractor only for services provided to support the Contract purpose where such services are specifically authorized by this Contract. Agency reserves the right to disallow payment for any service billed by Contractor if Agency believes that such service was not provided to support the Contract purpose or was not authorized by the Contract.

5. GCCSA is exempt from local sales tax and federal tax. GCCSA's tax exemption certificate will be furnished upon Contractor's request.

6. In the event GCCSA is prevented from fulfilling the above payment due to a decrease of funding, it shall promptly notify **Contractor** and negotiate a reimbursement schedule suitable to both Parties. If grant funding is suspended, terminated or should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the Contract, then the sole recourse of Agency shall be to terminate any further services under the Contract and the Contract shall be null and void. Upon cancellation of the Contract, GCCSA shall not be responsible for the payment of services rendered after the notice of cancellation.

Section 6.03 In-Kind

Contractor may provide matching in-kind goods and/or services during the Contract period, at contractor's discretion. This is strictly a voluntary donation. Donations, if any, will not be considered in the awarding of this RFP.

Section 6.04 Insurance

1. **Contractor** shall, at all times during the term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of **Contractor**. These requirements do not establish limits of Contractor's liability.

2. All policies of insurance shall waive all rights of subrogation against Agency, its officers, employees and agents. Upon request, certified copies of original insurance policies shall be furnished to Agency. Agency reserves the right to require additional insurance should it be necessary.

3. With the exception of the Worker's compensation Policy, GCCSA shall be an additional named insured on all policies.

4. Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or cancelled unless thirty (30) days prior written notice of modification or cancellation is given to an authorized representative of GCCSA. In the event Contractor receives notice of modification or cancellation of any of the policies required under this Contract, then, prior to the effective date of the modification or cancellation of the policy, Contractor shall obtain a policy of insurance affording the required insurance from an insurance carrier acceptable to GCCSA. If Contractor fails to obtain such an insurance policy, GCCSA may immediately terminate the Contract without further notice to Contractor.

5. Contractor shall provide a Certificate of Insurance evidencing such coverage:

a. Professional Liability. Professional Liability covering employees and omissions. Minimum required for each occurrence is one million dollars (\$1,000,000.00).

b. Worker's Compensation. Worker's Compensation covering all individuals who provide services pursuant to the Contract at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Worker's Compensation for the State of Texas.

c. Employer's Legal Liability. Employer's legal Liability in amounts of not less than one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) for disease (policy limit) and one million (\$1,000,000.00) for disease (per person).

d. Commercial General. Commercial General Liability, including Broad Form Coverage, Contractual Liability, Bodily and Personal Injury, Property Damage and Completed Operations with combined limits of not less than one million dollars \$1,000,000.00 each occurrence and aggregate of two million dollars \$2,000,000.

e. Automobile Liability. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00).

Section 6.05 Indemnification

1. Each Party shall to the extent allowed by law, indemnify, hold harmless and defend the other Party, its officers, directors, employees, agents and the Texas Department of Housing and Community Affairs (TDHCA) from and against any and all liability for injury, disallowed cost, damages, claims, losses, and expenses, including attorneys fees and cost of suit caused by any act or omission of either Party, its employees, volunteers, agents or program participants or anyone for whose acts any of them may be liable, any subcontractor or anyone directly or indirectly employed by them or anyone for whose act any of them may be liable regardless of whether such acts or omissions are caused by the party indemnified hereunder.

2. No provision, term or condition in the contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the contractor in accordance with the requirements set forth in the contract.

Section 6.06 Access to Records and Retention

1. GCCSA, the awarding agencies, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

2. Contractor shall maintain records generated and rendered pursuant under this Contract for a period of at least three (3) years following the end of the Contract term.

Section 6.07 Conflict of Interest

It is the responsibility of Contractor to comply with applicable laws, rules, regulations, ordinances and other legal requirements regarding conflict of interest and nepotism. In that regard, Contractor is required to have in place and at all times follow policies to ensure such compliance to avoid prohibitive conflict of interest or the appearance thereof, in an actual or suspected conflict of interest or the appearance thereof occurs or is alleged, Contractor shall promptly identify same, review the matter with its legal counsel, and advise Agency (i) what, factually occurred, (ii) was there any violation of legal requirements or policy, and (iii) if there was a violation what will be the corrective action to address that matter and prevent any recurrences.

Section 6.08 Reporting of Fraud, Waste and Abuse

1. Contractor shall fully cooperate with Agency's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor shall immediately notify Agency of any identified instances of waste, fraud, abuse or other serious deficiencies.

2. Contractor may not discriminate against any of its employees or other persons who reports a violation of the terms of this contract or of any law or regulation to Agency or to any appropriate law enforcement authority, if the report is made in good faith.

Section 6.09 Political Activity Prohibited

Funds provided under this contract shall not be used for influencing the outcome of any election, the passage or defeat of any legislative matter, or used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government.

Section 6.10 Contract Violations and Penalties

In the event of an established Contract violation, Agency will notify in writing of the action to be taken, based on the nature of the violation. Agency has the option of establishing a corrective action plan. The corrective action plan will be negotiated with Contractor on an individual basis, depending on the nature of the Contract violation. Further violation of the corrective action plan may be grounds for suspension or termination of the Contract.

Section 6.11 Termination

1. Agency reserves the right to terminate the Contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Agency may have in law or equity. Default may be construed as, but not limited to, failure to deliver the services within the proper amount of time, and/or to properly perform any and all services required to the Agency's satisfaction and/or to meet all other obligations and requirements.

2. If, for any reason, Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or Contractor violates any of the covenants, agreements or stipulations of this Contract, GCCSA shall thereupon have the right to terminate the Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or any other material prepared by the Contractor under this Contract shall, at the option of GCCSA, become its property and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to GCCSA.

Section 6.12 Debarment and Suspensions.

Contractor certifies that it is not on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension".

Section 6.13 Equal Employment Opportunity.

The Parties agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor."

Section 6.14 Byrd Anti-Lobbying Amendment.

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or award covered by 31 U.S.C. 1352.

Section 6.15 Clean Air Act.

The Parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 6.16 Copeland "Anti-Kickback" Act.

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Finance in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Section 6.17 Davis Bacon Act.

All construction contracts of more than \$2,000 awarded by GCCSA and its sub-recipients shall comply with the Davis Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Section 6.18 Contract Work Hours and Safety Standards Act.

All contracts awarded by GCCSA in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

Section 6.19 Governing Law and Venue

1. The Parties shall comply with all applicable federal, state and local laws and regulations. This contract and the rights and obligations of the Parties hereto shall be governed by, and construed solely under and in accordance with the laws of the State of Texas.
2. Any alterations, additions or deletions to the terms of the contract which are required by changes in federal law and regulations or state statutes and regulations are automatically incorporated into the contract and shall become effective on the date designated by such law or regulation.
3. The Parties agree that venue for any judicial proceeding under this Contract shall be in the State of Texas and that exclusive venue shall be in Harris County, Texas. If a judicial proceeding is brought in the United States District Court then said lawsuit shall be brought exclusively in the United States District Court For the Southern District of Texas, Houston Division.

PROPOSAL COVER STATEMENT

COMPANY NAME _____

COMPANY STREET ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____ E-MAIL ADDRESS _____

CONTACT NAME _____ TITLE _____

COMPANY STATUS: (Please circle) CORPORATION PARTNERSHIP INDIVIDUAL

PAYEE IDENTIFICATION NUMBER _____

PROPOSAL SERVICES: Remove, Furnish & Install 4 Replacement HVAC Units

COMPANY'S PRIOR YEAR NET OPERATING BUDGET: \$ _____

BID PRICE: \$ _____

It is agreed by the undersigned Supplier that the signed delivery of this Proposal represents the Supplier's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal Contract with GCCSA.

Failure to sign this Proposal Cover Statement, or signing it with a false statement, shall void the submitted Proposal or any resulting Contracts, and the Supplier shall be removed from all Proposal lists.

By the signature below, the signatory for the Supplier certifies that neither he/she, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation, partnership or institution submitting a Proposal committed any other act of collusion related to the development and submission of the Proposal.

By signing this offer, Supplier certifies that if a Texas address is shown as the address of the Supplier, Supplier qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.8.

Please mark one of the "Yes" or "No" responses below by circling the correct response.

COMPANY CLASSIFICATIONS: CERT. NO.	Women Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Historically Underutilized Business (HUB)	Yes	No

[The above table is for information and statistical use only.]

This form must accompany the Proposal package when submitted.

Authorized Representative Signature

Authorized Representative Title

Date

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

If any of the following have a financial or other substantive interest** with Gulf Coast Community Services Association, Inc. an attached detailed explanation of the relationship or benefit must be submitted with your Proposal:

- yourself
- immediate family*;
- your partner; or
- any organization in which any of the aforementioned have a material financial or other substantive interest.

I certify that I have provided full disclosure of all relationships that may create a conflict of interest with Gulf Coast Community Services Association, Inc..

Name of Organization	
_____	_____
Signature of Authorized Representative	Title of Authorized Representative
_____	_____
Printed Name of Authorized Representative	Date

* Immediate Family is defined as any person related within the second degree of affinity (marriage) or within their degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse’s father or mother, son’s wife, daughter’s husband
- Second degree of affinity – spouse’s grandfather or grandmother, spouse’s brother or sister
- First degree of consanguinity = father, mother , son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister’s son or daughter, great grandson, great granddaughter

** Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization’s governing board, acting as the agent for an organization, or employed as an officer of an organization.

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Supplier certifies that it will provide a drug-free workplace by:

- 1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;**
- 2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Supplier's policy of maintaining a drug-free workplace, the availability of counseling rehabilitation, and employee assistance programs;**
- 3. Providing each employee with a written copy of the Supplier's Drug-Free policy;**
- 4. Notifying the employees in the Supplier's Policy statement that as a condition of employment under the Contract employee shall notify the Supplier in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;**
- 5. Notifying GCCSA within ten (10) business days of the Supplier's receipt of notice of the conviction of an employee; and,**
- 6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Supplier's drug-free workplace policy.**

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

NOTICE OF INTENT TO BID

Name of RFP: Remove, Furnish & Install 4 Replacement HVAC Units

Dear Prospective Supplier:

Please return this form via fax (866 393-0753) or email, procurement@gccsa.org

Company Name

Contact Name

Mailing Address

Street Address (if different)

City/State

Zip Code

City/State

Zip Code

Phone Number

Fax Number

Email Address

ASSUMED EXPENSES AND NO CLAIM ACKNOWLEDGEMENT

By participation in the bid process, bidder assumes all expenses incurred. If not selected, bidder shall have no claim against GCCSA, its officers, board members, employees, and agents as a result in this bid process.

Company: _____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

CERTIFICATION AND DISCLOSURE

Certification and Disclosure Statement

A person or entity entering into a contract with GCCSA is required by Texas Law to disclose, in advance of the contract award, if the person or an owner or operator of the business has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to publicly held corporations.

If an individual

Have you been convicted of a felony? YES or No

OR

If a business entity

Has any owner of your business entity been convicted of a felony? YES or NO

Has any operator of your business entity been convicted of a felony? YES or NO

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence.

Date: _____

Name: _____

Title: _____

Business Entity: _____

Authorized Signature: _____

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

1. The prospective participant certifies to the best of its knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instruction for Certifications

1. By signing and submitting this proposal, the prospective participant is providing the certification set forth below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Agency's determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the Agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may terminate this transaction for cause of default.

4. The terms, covered transaction, debarred, suspended, ineligible, participant, person, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency entering into this transaction.

6. Except for transactions authorized under paragraph (5), if a participant in a covered transaction knowingly enters into a transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Agency may terminate this transaction for cause of default.

Applicant

Date

Signature of Authorized Certifying Official

Title

Texas Department of
Agriculture

Form H2049
January 2008

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, “New Restrictions on Lobbying”, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

Yes

No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.
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Name of Authorized Representative	Title
--	--------------

Signature – Authorized Representative

Date

REFERENCES

List below references with which the Bidder has provided similar services during the past three (3) years.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ **through** _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ **through** _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ **through** _____

VOLUNTARY IN-KIND

Head Start federal grant requirements stipulate each grantee is required to match their grant award with 20% in the form of cash donations or donated products and/or services. The [Head Start Act](#) stipulates that the Federal share of the total costs of the Head Start program will not exceed 80 percent of the total grantee budget. If the grantee agency fails to obtain and document the required 20 percent, or other approved match, a disallowance of Federal funds may be taken. Non-Federal share must meet the same criteria for allowability as other costs incurred and paid with Federal funds. Third party in-kind contributions shall count toward satisfying a cost-sharing or matching requirement only where, if the party receiving the contribution were to pay for them, they would be an allowable cost. Allowable costs are determined by the tests of reasonableness, necessity and allocability as defined in Title 2 of the Code of Federal Regulations ([2 CFR 220](#), [2 CFR 225](#), and [2 CFR 230](#)).

For example, the federal government provides 80 % of the funding and mandates the grantee it provide the remaining 20 % through in-kind donations from private donors, local businesses, universities, social service agencies and other community agencies.

****Donations, if any, are strictly voluntary. There is no obligation on the part of the bidder to offer an In-kind donation.**

What constitutes In-kind?

Examples:

1. Percentage discounting of fee/rate because purchaser operates a federally funded Head Start/Early Head Start program
2. Donation of labor hours for service provided
3. Donation of specific goods, etc.
4. Cash

If your firm wishes to assist GCCSA in reaching their goal of matching funds, please provide the methodology (one of the above examples) used to determine the value of your in-kind donation and the value of any donation your firm wishes to provide.