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*Planning, Housing, and  
Community  
Development Service for  
Texas Since 1979*

10/16/2023

**Re: The City of Wharton, Texas - Request for Qualifications (RFQ) for Professional Home Demolition Services CDBG-DR Project 20-066-005-C034**

The City of Wharton has received a Community Development Block Grant - Disaster Recovery (CDBG-DR) from the General Land Office to purchase homes affected by flooding from Hurricane Harvey. The City of Wharton is seeking to contract with multiple qualified demolition contractors (individual/firm) to assist in demolishing 1 mobile home park to provide relief for survivors affected by repetitive flooding. This mobile home park is located in The City of Wharton in the floodplain. This service is for the City's grant #20-066-005-C034, which will use federal funds to acquire these properties.

**PROJECT DESCRIPTION:**

The City shall purchase and demolish flood damaged homes resulting in the land remaining open green space in perpetuity. Reconstruction may not occur on lots in these areas; lots will be maintained as flooding buffer zones or other non-residential/commercial uses.

**SCOPE OF WORK:**

Homes must be demolished following the scope of work outlined in the attached RFQ packet pages 4-8.

**STATEMENT OF QUALIFICATIONS:**

The City of Wharton is seeking to contract with two to four Professional Home Demolition Contractors. Specifically, it is seeking those persons or firms with the following qualifications:

**Experience**

- Related Experience / Background with specific project type
- List of referrals from past local government clients
- Appropriate business licensing

**Capacity to Perform/Location**

- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM)
- Statement of Qualifications
- Employs Section 3 qualified individuals and tracks their earnings for reporting purposes
- Estimated time required to complete the work
- Has no conflict of interest or unfair competitive advantages over other contractors

Requirements for submitting a Statement of Qualifications are noted on page 16 (“Submittal Section”) of this RFQ packet.

DEADLINE FOR SUBMISSION:

Qualification statement packages / proposals must be received by the City no later than **2 pm on Wednesday November 22nd, 2023**. Please submit **six** hard copy of your proposal of services, statement of qualifications, and supporting documentation for the proposed services to:

**Paula Favors  
City Secretary  
120 E Caney St  
Wharton, Texas 77488**

**Additionally**, one digital copy is **required** to be submitted via **USB drive to the same address**.

Please direct all questions in regard to this RFP to the City’s grant administrator, Tyler Smith at [tyler@grantworks.net](mailto:tyler@grantworks.net) and [erin@grantworks.net](mailto:erin@grantworks.net).

**The deadline for inquiries is Friday, November 17, 2023.**

Proposing entities must note on the outside of their proposal package:  
STATEMENT OF QUALIFICATIONS – Demolition Contractor  
The City of Wharton CDBG-DR 20-066-005-C034

Any Submission arriving after the deadline date will not be considered. The City reserves the right to wave technicalities in the submission, accept in whole or in part such submission where deemed advisable in protection of the best interest of the City and reject any and all submittals or parts thereof.

The City reserves the right to retain all statements submitted. Submission of an RFQ indicates acceptance by the contractor of conditions contained in the RFQ unless clearly and specifically noted in the submission and confirmed in the agreement between the City and selected contractors. All costs incurred in preparation of the submission shall be wholly born by the interested contractor.

The City intends to affirmatively solicit qualified small and minority businesses and women’s business enterprises through this RFQ. The City agrees to not discriminate on the basis of age, race, religion, sex, color, national origin, marital status, family status, source of income, sexual orientation, mental or physical disability in review of the proposals or execution of agreements of the work. Section 3 businesses are encouraged to submit.

EVALUATION CRITERIA:

The statement of qualifications will be scored through a formal evaluation process. The evaluation

process details can be found on page 15 (“Evaluation Process”) of the RFQ packet.

SELECTION OF FIRM:

The City shall review all material submitted, and if required, schedule interviews with prospective individuals/firms in order to select the most qualified contractors. The selected contractors will sign a contract with terms and conditions that include flow-down requirements of the funding agency. The City of Wharton is an Affirmative Action/Equal Opportunity Employer and the City reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

ENCLOSURES:

- RFQ Packet
- Required Signature Package

Sincerely,

Tyler Smith  
Vice President of Buyout & Acquisition, GrantWorks

# RFQ Packet for The City of Wharton CDBG-DR Voluntary Buyout Program – Demolition Contractor Selection

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### 1. General Scope of Work

The City of Wharton (“CW”) and The City of Wharton’s Authorized Representatives (“CWR”) are requesting submittals from qualified Contractors who are experienced in hazardous materials abatement, demolition, debris removal/hauling, and site restoration as generally outlined within this SOQ. CW/CWR, in accordance with this procurement document, will award continuing services contracts to selected Contractors. Selected Contractors will then have the opportunity to bid on services at specific project sites. GLO/GDR anticipates awarding work at 1 project sites as part of this procurement. **No work is guaranteed by an award of a contract.**

CW/CWR will prepare a specific scope of work for each project site prior to requesting bids from selected Contractors. Requested work will generally fall within three phases: 1) Asbestos and hazardous material abatement, removal and disposal, 2) demolition of structures and debris removal, including hauling and disposal, and 3) site grading and restoration.

### Asbestos and Hazardous Material Abatement, Removal & Disposal

Each project site will have been tested (or assumed to be positive) for asbestos, lead, with other hazardous materials inventoried and quantified by a third party prior to commencement of work under this procurement. Contractor will be responsible for coordinating with the CW/CWR-hired third party hazardous materials testing consultant to successfully conduct abatement, removal and disposal activities. Work under this phase will be dependent upon testing and inventory results, and may not be required at all project sites.

### Demolition of Structures and Debris Removal

Each project site will require demolition of site improvements and debris removal according to site conditions. Demolition work required under this phase may include, but is not limited to: houses, detached accessory structures, foundations/ slabs only, basements, septic tanks, OWTS, water wells, propane tanks, cisterns, paved and gravel driveways, retaining walls, fences and other improvements that may be found on the property. This phase may also include the removal of flood deposited sediment, vegetative debris, trees, abandoned vehicles, etc. Contractors are encouraged to recycle or salvage building materials such as asphalt shingles, scrap metal, copper pipes, cabinetry, doors, windows, etc. and will be allowed to retain all proceeds.

### Site Grading and Restoration

Contractor will be required to re-grade the site upon successful completion of demolition activities, which may include filling holes left by basements with acceptable fill material, grading the site to a level grade- matching adjacent contours, and removing site access points, etc. Other site restoration, seeding, weed-free straw mulch application, erosion matting or other control measures may also be required, and will be identified on a per-site basis.

### Incidental Items

Other items of work that may be incidental to project completion may include, but are not limited to, notifying utilities, capping of utilities, constructing and subsequently removing a temporary access road into and/or across the project site, temporary culvert installation for stream crossings, and implementing erosion control. Contractor may be tasked with providing photo records before and after each phase. Contractor will be responsible for acquiring all required permits, which may include those from CDPHE, CW/CWR and/ or the U.S. Army Corps, etc.

## **2. Work Specifications**

Contractors awarded a continuing services contract will be asked to submit bids on Task Orders for services at individual or groups of project sites. Each Task Order will include a detailed scope of work and site information, a list of permits that must be obtained, and deadline requirements. CW/CWR will select the lowest responsive bidder for each Task Order and coordinate with the winning contractor on the development of a Work Plan, ultimately issuing a Notice to Proceed directing the commencement of work in accordance with the Task Order and Work Plan. Contractors may not start work until they are provided with a property-specific Notice to Proceed (NTP).

### Detailed Scope of Work and Site Information

The Detailed Scope of Work included within each Task Order will include a description of the work required in accordance to the three phases of work: 1) Asbestos and hazardous material abatement,

removal and disposal, 2) demolition of structures and debris removal, and 3) site grading and restoration.

CW/CWR will provide complete results, if available, of asbestos and lead paint testing and inventory and quantification of other hazardous materials, as well as the scope of work required to complete abatement and removal as part of Phase 1. Asbestos testing is not the responsibility of the Contractor awarded a contract resulting from this SOQ. All workers associated with the performance of applicable services resulting from this SOQ must comply with all asbestos requirements and guidelines for training, licensing, registration, certification for asbestos and lead abatement and remediation.

CW/CWR will provide detailed information about the improvements required to be demolished and removed as part of Phase 2, including photographs, and local CW Assessor information like total square footage, bedrooms and stories, and known information on below grade improvements. Contractor will be expected to visit each project site prior to bidding on a Task Order, familiarizing itself with the specific site conditions, etc. All materials removed from the project sites must be documented cradle to grave—i.e. tipping tickets or receipts documenting disposal at a permitted landfill, recycling or composting facility, etc.

Site restoration and grading is expected to be a minor, but critically important component of these projects. CW/CWR will provide specifications for required grading, site restoration, including seed mixes, and erosion control, as well as material quantities required to complete Phase 3 work.

CW/CWR will provide as much additional information about each project site as possible to aid the Contractor in responding to each Task Order, including address and CW's Assessor's Parcel ID, known site access issues, utility information, etc. The Parcel ID will be used on all paperwork, permits, etc. Contractor will be expected to provide all equipment, personnel, materials, etc. as part of their lump sum bid price on each Task Order. Contractor will be required to coordinate with CW/CWR's third party hazardous material consultant, field inspector, or project manager on all phases of work. These personnel will help facilitate each phase of the project and assist the Contractor in collecting information required for reporting and payments.

#### Permitting

Contractors will be required to obtain all necessary permits, which may include, but are not limited to the following permits, dependent upon the scope of work for each site. Each Task Order will further identify required permits, though the ultimate responsibility for determining what permits are required is the Contractor's. All permit fees are the responsibility of the Contractor.

A Floodplain Development Permit (FDP) will be required if work (i.e., grading, landscaping, structure removal) is to be conducted in the 100-year floodplain. However, securing the FDP may not be the responsibility of the Contractor.

#### Performance Schedule and Deadlines

Once a Contractor is selected to complete a Task Order, the Contractor will have five (5) calendar days to submit a Work Plan.

Once the Work Plan is approved, CW/CWR will issue a Notice to Proceed (NTP) that is consistent with this procurement, the Task order and Work Plan. The NTP will allow five (5) calendar days for the Contractor to commence work and further outline required completion dates for specific milestones. The anticipated maximum allowable time for project completion will be 27 calendar days from the date the NTP is issued unless an agreement is reached in writing between the Contractor and CW/CWR extending that timeframe due to unique circumstances.

The Contractor shall work Monday through Saturday during daylight hours to complete the work, unless an alternative work schedule is agreed to in writing by the Contractor and CW/CWR.

All schedules and deadlines are subject to revision and may vary per project site, but will be made known to contractors as part of Task Orders so that specific performance schedule requirements can be considered prior to bidding.

### Work Plan

Once a Contractor is selected to complete a Task Order, the Contractor will have five (5) calendar days to submit a Work Plan with the following types of information (which may be further refined within each Task Order):

1. Site sketch (on aerial photo) including:
  - a. Site Access Plan
  - b. Approximate limits of work/ disturbance
  - c. Improvements or trees/ vegetation designated to remain and/or to be protected
  - d. Equipment staging location including dumpsters, trucks, loaders and “set-aside” area for household hazardous waste, electronic waste, white goods, etc.
  - e. Site access to staging area, debris areas and improvements, and into/across streambed, if applicable;
  - f. Erosion Control Plan (if applicable);
2. Traffic Control Plan (if applicable);
3. Description of the haul trucks/trailers with identifiers for the project site with bed dimensions and volume calculations for each vehicle;
4. Final destination(s) of debris, including haul routes and distances;
5. Safety considerations related to the project site/ scope;
6. Hazardous materials abatement plan and schedule;
7. Schedule and estimated completion date for all services requested.

### Payment

Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, including permit fees, and provide all the necessary materials, and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation, etc. to perform ALL work items identified in the Task Order, and any incidental tasks required for successful completion. No payments will be made beyond the awarded lump sum bid price, unless the scope of work is modified by a written Change Order. Change Orders must be mutually agreed upon in advance of any additional work.

Invoices may be submitted for CW/CWR approval upon completion of ALL work included within each Task Order/ NTP. Invoices will not be accepted for partial completion.

Prior to payment Contractor will be required to provide documentation demonstrating that work has been completed in accordance to the Task Order and Work Plan. This will include, but may not be limited to: copies of all permits, before and after photographs of each phase of work, tipping tickets or other disposal receipts, receipts for materials brought to the site, etc. CW's/CWR's third-party hazardous material consultant, field inspector, demolition project manager or other personnel will be responsible for inspecting and approving the work in the field prior to any payments. CW/CWR retains 45 calendar days to issue payment after invoice approval. Retainage will be withheld from each payment.

### **3. Additional Details and Considerations**

#### Discovered Cultural Resources

If cultural resources are inadvertently discovered during demolition, the Contractor must cease activity immediately and contact the City's representative.

#### USFWS Compliance

The United States Fish and Wildlife Service (USFWS) requires that all work comply with specific conservation measures to minimize impact on habitat and wildlife. Required conservation measures are outlined in Appendix A.

#### Utility Coordination

The Contractor will be responsible for coordinating with Utility Companies to ensure that all project site utilities, including on-site utilities such as wells or sanitary systems are properly disconnected, capped and/ or removed in accordance with each individual utility company's requirements.

#### Disposal

The Contractors shall be responsible for providing a legal landfill disposal site for hauled materials. All solid and hazardous waste materials (asbestos-containing material, lead-based paint, and/or other hazardous materials or debris) must be disposed of, managed, and transported in accordance with Texas' solid and hazardous waste regulations. Contractors will be responsible for paying all tipping fees as a part of the work. Tipping fees will be included in the Contractor's bid pricing for specific work assignments. Contractor shall obtain a receipt/ tipping ticket from the landfill/recycling facility for every load hauled. CW/CWR's Field Inspector may also provide a load ticket to be matched with the tipping ticket/ receipt.

Each Task Order will include complete results of asbestos and lead paint testing and inventory and quantification of other hazardous materials, as well as the scope of work required to complete abatement and removal as part of Phase 1.

Contractor shall have a spill-kit at each working site close to the recyclable and hazardous materials "set aside" areas and will set-aside material in manner to prevent any soil or water contamination.

### **4. Bid Preparation and Submission**

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by CW/CWR, such as a subrecipient. Bidders



shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

- (c) Bidders must submit as part of their bid a completed form HUD 5369-A, "Representations, Certifications, and Other Statements of Bidders."
- (d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- (e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (g) Unless expressly authorized elsewhere in this solicitation, bids submitted by fax machines will not be considered.
- (h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

#### **5. Explanations and Interpretations to Prospective Bidders**

- (a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.
- (b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

#### **6. Amendments to Invitations for Bids**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, email, or fax, if those methods are authorized in the solicitation. CW or CWR must receive acknowledgement by the time and at the place specified for receipt of bids.
- (c) Amendments will be on file in the offices of the CW/CWR at least 7 days before bid opening.

## **7. Responsibility of Prospective Contractor**

(a) CW/CWR will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, CW/CWR will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by CW/CWR to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## **8. Late Submissions, Modifications, and Withdrawal of Bids**

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, email, or fax and it is determined by CW/CWR that the late receipt was due solely to mishandling by CW/CWR after receipt at CW/CWR; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at CW/CWR is the time/date stamp of GLO/GDR on the proposal wrapper or other documentary evidence of receipt maintained by CW/CWR.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

“Postmark” has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to CW/CWR will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or by fax received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or fax withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **9. Bid Opening**

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## **10. Service of Protest**

(a) Definitions. As used in this provision:

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the CW’s protest policy and procedures, copies of which are maintained at/by CW/CWR.

## **11. Contract Award**

(a) CW/CWR will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to CW/CWR considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the available funding for the proposed contract work, CW/CWR may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. CW/CWR shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of

the first deductible item to all initial bids, a new low bid is within the available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then CW/CWR shall apply the second deductible item. CW/CWR shall continue this process until an evaluated low bid, if any, is within the available funding. If upon the application of all deductibles, no bid is within the available funding, or if the solicitation does not request separately priced deductibles, CW/CWR shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the written policy and procedures.

(d) CW/CWR may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the written GLO policies and procedures.

(e) Unless precluded elsewhere in the solicitation, CW/CWR may accept any item or combination of items bid.

(f) CW/CWR may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**12. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of CW/CWR. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**13. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website [http:// www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html), or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as CW/CWR may grant based upon reasons determined adequate by CW/CWR, shall render the bidder ineligible for award. CW/CWR may then either award the contract to the next lowest responsible bidder or solicit new bids. CW/CWR may retain the ineligible bidder's bid guarantee.

#### **14. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of CW/CWR and its architect/engineer, and other interested parties convened by CW/CWR. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). CW/CWR will provide the successful bidder with the date, time, and place of the conference.

#### **15. Section 3 Requirements**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**Section 3 Definitions**

“Section 3 Resident” Means:

1. A public housing resident who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person; or
2. An individual who resides in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

“New Hire” Means:

A person who is not on the Contractor's payroll at the time of awarded contract execution.

"Section 3 Business" Means, a Section 3 Business concern is a business:

1. That is 51 % or more owned by a Section 3 resident(s); or
2. Whose permanent, full-time employees include persons, at least 30 % of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provide evidence of a commitment to subcontract in excess of 25 % of the total dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in (1) or (2) above.

*A person seeking the training or employment preference; or a business seeking the preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for that preference.*

#### **16. Minority- and Women-Owned Businesses (MBE/WBE) Clause**

*The prime Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority business firms, women's business enterprises, and labor surplus area firms.*

- (1) Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- (4) Establish delivery schedules when the requirements of the work permit, which will encourage participation by small and minority-owned businesses and women-owned business enterprises;
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency Department of Commerce; and
- (6) Require the subcontractor, if further subcontracts are to be let, to take the affirmative steps in paragraphs (1) through (5).

*Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MBE/WBE firms, the efforts to contact them, and other efforts to meet the above requirements.*

#### **17. Evaluation Process**

Contractors will be selected based on their firm/team and individual qualifications and experience, as outlined in their proposal and how they meet the criteria below (score up to ten [10] points per category, relative percentages shown):

•25%: Qualifications of Personnel — Specific technical qualifications of project management and on-site supervisors, as well as experience managing or participating in appropriately similar projects.

•50%: Relevance of Past Projects— Demonstrated success and experience by firm and/or subcontractors with similar scopes of work (abatement, demolition, and restoration) and experience with disaster recovery projects, including experience with projects within the surrounding county.

•25%: Project Understanding & Advantages— Understanding of all phases of work and the specific advantages Contractor/ team can provide in meeting objectives of safety, expediency, CDBG-DR compliance, permit acquisition, and waste diversion from landfills by way of recycling and salvage, etc., as demonstrated in cover letter.

#### **18. Submittal Section**

In order to be considered a complete submission, each Contractor must submit a proposal with the following information:

1. Cover Letter, including:

- a. Name of your company.
- b. Contact person and contact information including address, telephone number, and e-mail.
- c. Plan for utilizing partners and subcontractors, if applicable.
- d. Detailed description of specific advantages your company can offer in providing the requested services and meeting priorities as described in “ Evaluation Process.”
- e. Description of safety procedures and worker protection that will be utilized at each site.

2. An organizational chart or list of key personnel and subcontractors assigned to this project, which should include the responsible project manager, on-site monitoring, and personnel available to provide technical assistance, and may include subcontractors.

3. The resume for all key personnel included as part of item two, above.

4. Description of 3-5 similar types of projects completed successfully within the last five years for which your company provided services similar to those described within this SOQ. Include contact information for references at contracting agency.

5. A copy of your business’s W-9.

6. Proof of current insurance must be provided with your proposal in the form of a sample certificate. If you require a waiver of insurance requirements (e.g. Workers’ Compensation and sole proprietorships) you may request one in your response with an explanation. The selected consultant will be required to resubmit a COI with required additional insured language as part of the contract.

7. Demonstration of your company’s—or your subcontractor’s—status as a Certified Texas Abatement Contractor (GAC).

8. Copy of Contractor License.

9. Signed and dated Signature Page.



**19. Signature Page**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name include DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name and Title of Person Authorized to Contract with CW/CWR	
Name and Title of Person Submitting Bid	
Email Address of Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of the GLO or any GLO CDBG-DR Subrecipient.

None of my employees or agents is currently an employee of the GLO or any GLO CDBG-DR Subrecipient.

I am not related to any GLO or GLO CDBG-DR Subrecipient employee or Elected Official.

I am not a retiree under a State employee pension system.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
 Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.