



... for the people

818 S. FLORES ST. ① SAN ANTONIO, TEXAS 78204 ① www.saha.org

Procurement Department

REQUEST FOR QUOTATIONS

For

Repair of Foundation at 4909 Huntsmoor Ct.

For

**HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES**

RFQ #: 0912-925-42-3094

Closes: January 12, 2010 at 11:00AM

Prepared by:

Department of Procurement
of the
San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

President and CEO..... Lourdes Castro Ramirez

December 2009

Request for Quotes 0912-925-42-3094

- 1.0 **SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions pertaining to this quotation shall be addressed to Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@saha.org.
- 2.0 **APPLICABILITY:** By submitting a quote (hereinafter referred to as "bid") to SAHA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD document, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction*, HUD Handbook 7460.8 REV 2, Procurement Handbook for Public housing Agencies, dated 2/2007 and SAHA General Terms and Conditions. Davis Bacon Wage Decision. These documents may be obtained by contacting Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@saha.org.
- 3.0 **SAHA's RESERVATION OF RIGHTS:** SAHA reserves the right to:
 - 3.1 Reject any or all bids, to waive any informalities in the Solicitation process, or to terminate the Solicitation process at any time, if deemed by SAHA to be in the best interest of SAHA.
 - 3.2 Terminate a contract awarded pursuant to this Solicitation at any time for its convenience upon delivery of a 14-day written notice to the apparent or successful bidder.
 - 3.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this Solicitation.
 - 3.4 Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this Solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including "or equal" items) or non-requested items or services.
 - 3.5 SAHA reserves the right to:
 - 3.5.1 To make award to the same bidder (aggregate) for all items; or,
 - 3.5.2 To make award to multiple bidders for the same or different items.
- 4.0 **BIDDER'S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, or provided within any named attachments.
- 5.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline, where provided herein. Whereas this is an informal solicitation

process, SAHA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of SAHA, it is in the best interests of SAHA.

- 6.0 **HOLD PRICES/NON-ESCALATION:** By submitting a bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices for a minimum period of thirty (30) days with no escalation. Quantities listed in this Solicitation are for the purpose of determining best pricing per line item.
- 7.0 **PURCHASE ORDER (PO):** SAHA will procure the applicable goods or services by issuance of a PO. PO's will be issued on an as-needed basis only. By submitting a bid, the successful bidder thereby agrees to confirm receipt of the PO in the manner directed by SAHA.
- 8.0 **AWARD CRITERIA:** If an award is completed pursuant to this Solicitation, and unless otherwise instructed by SAHA, award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed in the solicitation.
- 9.0 **BID COSTS:** There shall be no obligation for SAHA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this Solicitation.
- 10.0 **ASSIGNMENT OF PERSONNEL:** SAHA shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to SAHA if SAHA believes that such change is in the best interest of SAHA and the completion of the work or provision of the items.
- 11.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this Solicitation (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 12.0 **LICENSING REQUIREMENTS:** By submitting a bid the successful bidder thereby certifies that he/she possess and will, prior to issuance of a PO by SAHA, present to SAHA, proof and/certification of the following:
 - 12.1 If applicable, local business license or permit issued by the City of San Antonio.
 - 12.2 If applicable, a copy of the bidder's license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

13.0 SPECIFICATIONS /SCOPE OF WORK FOR THIS SOLICITATION:

13.1 Contractor will inspect and evaluate the slab foundation at 4909 Huntsmoor Ct., San Antonio, TX 78220.

13.2 Your Bid must include the following:

A drawing for the foundation showing the proposed placement of piers, if any, the elevation readings and reference point, and notes or indications of any other required repairs to the slab or its internal components including plumbing and drain, waste, vent (DWV) systems;

An opinion statement from the inspector as to the general condition, faults and options to repair/stabilize the foundation; the estimated time frame to complete repairs; the cost to repair/stabilize the foundation.

13.3 The Contractor shall comply with all Federal, State, and local laws, regulations, ordinances, and codes.

13.4 The contractor shall secure and pay for all permits, fees, and licenses required for the proper execution and completion of the work.

13.5 Warranty: The Contractor shall provide a life time transferrable warranty.

13.6 An opinion statement signed and sealed by a Registered Professional Engineer and indicating his agreement with the findings and the recommendations for repair and/or stabilization shall be provided after award and prior to any construction.

13.7 The final Engineering Report signed and sealed by the same Registered Professional Engineer shall be completed and delivered to the SAHA project manager after the work is completed confirming that the work was done in accordance with the submitted plan.

13.8 Any and all debris created by the repairs shall be disposed of off-site and in accordance with applicable local, State, and Federal laws and regulations.

13.9 Contractor shall Repair any visible spalling on exterior foundation.

13.10 Contractor shall include as a part of their repair plan a pre and post leveling static test of the structures sewer system and pre and post leveling test of the fresh water delivery system to determine the presence of leaks. Concrete Slab post level testing shall be concluded prior to re-finishing the slab and/or filling in the pier pits.

**13.11 Response must be received no later than 11:00AM January 12, 2010.
Responses may be hand delivered to:**

**San Antonio Housing Authority,
attn. Carl Bottoms, Procurement Supervisor,
818 S. Flores, San Antonio, TX 78204.**

**Faxed to: Attn. Carl Bottoms at 210-477-6167
Emailed to: carlton_bottoms@saha.org**

14.0 INSURANCE: The following table details the standard liability policies with the required limits and waivers of subrogation required by SAHA of all contractors performing work on SAHA property.

Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle/s to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as a Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

15.0 Invoicing: Invoices shall be sent to: San Antonio Housing Authority, Accounts Payable, P.O. Box 830428, San Antonio, TX 78283-0428 or may be e-mailed to AccountsPayable@saha.org. Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

16.0 WARRANTY: All services and goods provided pursuant to this RFQ and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of one (1) year.

17.0 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

18.0 Davis-Bacon Act: For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

Quote Form
0912-925-42-3094 Repair of Foundation at 4909 Huntsmoor Ct.
Close Date: January 12, 2010 at 11:00AM

Total cost to repair the foundation at 4909 Huntsmoor Ct.

TOTAL BID \$ _____

Delivery in _____ days
(Failure to enter a delivery date shall subject bidder to 20 days for completion)

Sub-Contractors: Bidder shall identify his sub-contractors if any:

In submitting this bid, it is understood if written notice of the acceptance of this bid is mailed, e-mailed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the products and/or services described herein. By signature hereon the bidder certifies he has the right and authority to bind the company.

Submitted by: _____ **Date:** _____
(Firm)

(Signature) **(Printed name and title)**

(Business address,)

(Phone)

(E-mail)

GENERAL DECISION: TX20080022 07/24/2009 TX22

Date: July 24, 2009

General Decision Number: TX20080022 07/24/2009

Superseded General Decision Number: TX20070022

State: Texas

Construction Type: Residential

Counties: Bexar, Comal and Guadalupe Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories.)

Modification Number Publication Date

0 02/08/2008

1 07/25/2008

2 07/24/2009

* SUTX1983-005 05/01/1983

 Rates Fringes

Air Conditioning Mechanic..... \$ 7.25

CARPENTER..... \$ 7.25

CEMENT MASON/CONCRETE FINISHER..\$ 7.46

DRYWALL HANGER..... \$ 8.73

ELECTRICIAN..... \$ 9.66

IRONWORKER..... \$ 7.25

LABORER..... \$ 7.25

PAINTER (Including Drywall taping)..... \$ 8.16

PLUMBER..... \$ 7.70

ROOFER, Including Built Up,
Composition and Single Ply
Roofs..... \$ 7.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION