



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

Procurement Department

REQUEST FOR QUOTATIONS

For

Development Consultant for HOPE VI Project: Victoria Commons

For

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

**RFQ #: 1004-918-62-3182
Closes May 17, 2010 @ 11:00 AM**

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

May 2010

Request for Quotes 1004-918-62-3182

- 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. 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 an award to the same bidder (aggregate) for all items; or,
 - 3.5.2 To make an 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 sixty (60) 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, an award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.

Past Performance with Hope VI projects

Cost

Experience in assessing struggling Hope VI projects and presenting viable options to HUD to include financing options

- 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. All fees are all-inclusive of all related costs that a proposer will incur to provide the noted services in compliance with this RFQ, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying, travel and motor vehicle fuel. Such fees shall be fully-burdened. SAHA will not pay for expenses separately. They must be included in the firm fixed price for the assessment and development of plan of action and written presentations detailing the results of said assessment and presenting viable options for development and financing mechanisms.
- 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/or 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 This development consists of many phases and many funding sources to include a HOPE VI grant award of \$18,788,269: Refugio Apartments which is 210 units with 50 Public Housing units is completed; Artisan Park Townhomes Phase 2A with 22 units of which 6 are public housing is completed; Artisan Park Townhomes Phase 2B with 98 Units of which 26 public housing units is closed; HemisView Village, a 245 unit apartment complex with 49 public housing units is under construction; Off-site single-family homes which consists of 26 public housing units are completed; 26 lots for public housing single family homes along Leigh Street have been subdivided and improvements on Labor and Leigh Streets have been completed. Some of the townhomes remain unsold and others are in foreclosure.

13.2 Contractor shall comply with all Federal, State, and local laws, regulations, ordinances, and codes and have current licenses or permits required to perform the services under this quote.

13.3 Contractor shall visit the site and meet with staff discuss SAHA's development efforts and vision for the project.

13.3 Contractor shall prepare an assessment of the project to include examining SAHA's requirements under the grant, budget constraints, SAHA's proposed plan for development, SAHA's efforts to develop the area and marketing conditions affecting the successful development of this area.

13.4 Contractor shall based upon such assessment develop viable options for development of the area to include financing and development options which will be supported by HUD.

13.5 Contractor shall meet with staff to recommend such options and discuss the results of such assessment to include a market analysis detailing the various factors affecting development.

13.6 Contractor shall complete the assessment by July 15, 2010.

13.7 Contractor shall present a written report to SAHA not later than July 15, 2010 articulating the findings of the assessment, market conditions affecting development, and viable options acceptable to HUD for development to include financing options.

13.8 Response must be received no later than 11:00AM May 17, 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.

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, Inspectors, attorneys, engineers or consultants.	\$300,000
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 to do work on SAHA properties.	\$500,000 combined sin 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 the 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).

Remainder of this page left blank intentionally

Quote Form

RFQ Closes at 11:00AM May 17, 2010

1004-918-89-3182 Development Consultant on HOPE VI Project

- 1. Cost to complete assessment and develop a plan of action and present a written report detailing viable options for the project to include financing mechanisms.**

\$ _____

In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act. Initials _____

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.

Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.

Submitted by: _____ Date: _____
(Firm)

(Signature)

(Printed name and title)

(Business address,)

(Phone)

(E-mail)