



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

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Procurement Department

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## **REQUEST FOR QUOTATIONS**

**For**

## **ENTERTAINMENT BOOKING CONSULTANT SERVICES**

**For**

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

**RFQ #: 1005-962-05-3185**

**Closes: August 27, 2010 @ 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

August 2010

## Request for Quotes 1005-962-05-3185

- 1.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions pertaining to this quotation shall be addressed to Patti Earnest, Purchasing Agent, telephone 210-477-6170, fax 210-477-6167 or e-mail at [patti\\_earnest@saha.org](mailto:patti_earnest@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 Patti Earnest, Purchasing Agent, telephone 210-477-6170, fax 210-477-6167 or e-mail at [patti\\_earnest@saha.org](mailto:patti_earnest@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 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, award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.
- 8.1 Past Performance**
  - 8.2 Cost**
  - 8.3 Experience**
- 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/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** Provide consulting services on all matters relating to the coordination, planning and operation of the following events:
- 13.1.1** 4<sup>th</sup> Annual Music Festival  
Saturday, October 2, 2010  
11:00 am – 7:00 pm  
SAHA Park Grounds
  - 13.1.2** National Night Out Event  
Tuesday, October 5, 2010  
Minimum 1 hour  
Between 6:00 pm and 8:00 pm  
SAHA property -TBD
- 13.2** Coordinate contracting of all bands for the festival according to the following guidelines:
- 13.2.1** Secure performance stage - 20' X 30' with lights, rails, stairs and cover.
  - 13.2.2** Musical genre to include: Jazz, Blues, Tejano, Latin Jazz Big Band, Rock and Mariachi.
  - 13.2.3** Must secure 7-8 bands for the event.
  - 13.2.4** Bands must be well known and established locally with a large following.
  - 13.2.5** Bands will perform in 45 minute sets with the exception of the headliner band.
  - 13.2.6** Headliner preferred: Latin Jazz Big Band (performance 60 – 90 minutes).
  - 13.2.7** Arrange for all technical equipment to accommodate a large band consisting of a minimum of 18 musicians, a line array sound system, lighting equipment and all personnel required to operate equipment.
  - 13.2.8** Assume responsibility for the distribution of payments to all bands, sound and technical services personnel contracted to provide entertainment at the festival.
  - 13.2.9** Provide the Backline.
  - 13.2.10** Provide a children's educational music workshop, throughout the day.
  - 13.2.11** Provide a band, from the Festival, to perform at a property of SAHA's choosing, for a minimum of 1 hour during the property's National Night Out Event on Tuesday, October 5, 2010.
- 13.3** Develop a marketing plan for the festival using various venues such as, but not limited to, print media, radio, television, social websites.
- 13.4** Assist with securing sponsors for the event.
- 13.5** Meet regularly with SAHA staff during the planning phases, throughout the day of the event and after the event to debrief.

**13.6 Requirements:**

**13.6.1** Must have established relationships with local radio stations promoting music and print media organizations for the purposes of marketing the event.

**13.6.2** Must be available to start work immediately upon selection.

**13.6.3** Must have verifiable experience in handing events of similar venues.

**13.6.4** In addition to the bid form, the Bidder must submit 3 (three) references, other than SAHA for like events. Reference information must include:

**13.6.4.1** Company Name

**13.6.4.2** Contact Name

**13.6.4.3** Current Contact information to include address, phone number and e-mail address

**13.6.4.4** Event with description and date for each reference

**13.6.5** Bidder must submit a list of proposed bands for SAHA approval.

**13.6.6** Bidder must submit the completed Conflict of Interest Questionnaire.

**13.7 Response must be received no later than 11:00AM August 27, 2010.**

Responses may be hand delivered to:

San Antonio Housing Authority  
attn. Patti Earnest, Purchasing Agent  
818 S. Flores, San Antonio, TX 78204

or

Faxed to: Attn. Patti Earnest at 210-477-6167

or

Emailed to: patti\_earnest@saha.org

**Remainder of this page left blank intentionally.**

- 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.

<b>Business Automobile Liability</b>	<b>Required Limits</b>
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
<b>Workers Compensation and Employer's Liability</b>	<b>Required Limits</b>
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
<b>Commercial General Liability</b>	<b>Required Limits</b>
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](mailto: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, Contractor hereby agrees 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) and the wage decision enclosed herein or the latest revision in effect at wage decision lock-in date.

**Remainder of this page left blank intentionally.**

**Quote Form : Due August 27, 2010 at 11:00 am**

**1005-962-05-3185 Entertainment Booking Consultant Services**

<b>Cost for Music Festival</b>	\$ _____
<b>Cost of Children's Music Workshop</b>	\$ _____
<b>Cost for Band at National Night Out Event</b>	\$ _____
<b>Total Bid</b>	\$ _____

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

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

\_\_\_\_\_  
\_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT:** The undersigned party submitting this proposal 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 the SAHA or any person interested in the proposed contract; and that all statements in said bid are true.

**Initials** \_\_\_\_\_

**APPLICABLE LAW:** 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** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature) (Printed name and title)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-mail)