



... for the people

818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

**REQUEST FOR QUOTATIONS
For**

Cisneros Apartments Rainwater Collection System

For

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

IFB #: 1008-890-95-3300

Closes 12:00 Noon, September 1, 2010

Prepared by:

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

President and CEO..... Lourdes Castro Ramirez

August 2010

Request for Quotes 1008-890-95-3300

- 1.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions pertaining to this quotation shall be addressed to Charles Bode, Asst. Director of Procurement, telephone 210-477-6703, fax 210-477-6167 or e-mail at charles_bode@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, *HUD 5370EZ*, HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007, appropriate Davis Bacon Wage Decision and SAHA General Terms and Conditions which are incorporated by reference. For copies of these documents contact the above named purchaser.
- 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 the SAHA to be in the best interest of the 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, 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 and/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, experience, availability, and completion timeline.

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 The selected contractor shall supply and install the rainwater collection system and/or irrigation system as specified herein.

13.2 Response must be received no later than 12:00 Noon, September 1, 2010.

13.3 Responses may be hand delivered to:

**San Antonio Housing Authority,
attn. Charles Bode, Asst Director of Procurement,
818 S. Flores, San Antonio, TX 78204.**

13.4 E-mailed to charles_bode@saha.org

13.5 Faxed to 210-477-6167, attention: Charles Bode

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

13.7 The contractor shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work.

13.8 The goods and services requested in this solicitation will be funded with monies made available by the Federal American Recovery and Reinvestment Act of 2009 (ARRA). The ARRA contains provisions, commonly known as “Buy American,” that require all of the iron, steel and manufactured goods used in this project be manufactured in the United States. The Contractor represents, warrants and certifies by submitting a proposal to and for the benefit of SAHA that all iron, steel and manufactured goods that will be used in this project will be or have been manufactured in the United States in a manner that complies with the Buy American Requirements.

13.9 ARRA REPORTING: Contractor must supply the following information on a quarterly basis to meet the ARRA requirements.

Contractor must report the number of jobs, in labor hours, which will be created in the United States and outlying areas, during this calendar quarter for the entire project. Jobs created by the primary contractor’s workforce as well as the workforces of subcontractors should be reported. Be sure to report jobs retained separately. Labor hours refer to the number of direct hours worked (e.g.: two employees both working 100 hours would be entered as 200 labor hours). Labor hours do not include vacation, holiday, or sick day hours. As used in this instruction, United States means the 50 States and the District of Columbia, and outlying areas means Commonwealths, Territories and outlying islands.

13.9.1 Employment Impact of Jobs Created: Provide a narrative description of the employment impact of work done by created jobs. This narrative should be cumulative to date and must be updated for each calendar quarter and at a minimum, address the impact on both the

primary contractor's workforce and the impact on the workforces of subcontractors. The report should include (a) a brief description of the types of jobs created in the United States and outlying areas terms of broad labor categories, such as "Wastewater Utility Construction" and (b) an estimate of the number of jobs created in the United States and outlying areas.

13.9.2 Jobs retained: This is the number of jobs, also in labor hours, which will be retained in the United States and outlying areas, in this calendar quarter, for the entire project. Jobs retained by the primary contractor's workforce as well as the workforces of subcontractors should be reported. Be sure to report jobs created separately.

13.9.3 Employment Impact of Jobs Retained: Provide a narrative description of the employment impact of work done by retained jobs. This narrative should be cumulative to date and must be updated for each calendar quarter and at a minimum, address the impact on both the primary contractor's workforce and the impact on the workforces of subcontractors. The report should include (a) a brief description of the types of jobs created in the United States and outlying areas terms of broad labor categories, such as "Wastewater Utility Construction" and (b) an estimate of the number of jobs created in the United States and outlying areas.

13.10 BONDING: Bid, Payment & Performance Bonds are not required for this solicitation.

**13.11 Location: Col. George Cisneros Apartments,
3003 Weir Road,
San Antonio, TX 78226**

13.12 Description: The property sits on 3.1 acres of land and has 12 residential buildings and one administrative office building. All the buildings are one story in height with gutters and downspouts on all the buildings.

13.13 The proposal is separated into four individual components as listed below and SAHA reserves the right to award all, none or selected components:

13.13.1 Provide in-ground, direct burial reinforced concrete cisterns to be accommodated at four corners of the property. The size of the cistern will need to be located between buried utility lines electric, water and sewer lines. Contractor shall verify location of these utility lines before any trenching occurs. The cistern could be accommodated in a 10 foot by 10 foot area. The existing roof eave downspouts will be connected to the cistern with flexible pvc piping. A solar powered panel shall provide the power for a pump, connected to a time clock to provide rainwater to the building's adjacent planting beds in the four locations mentioned above. The existing concrete walkway system may need to be "tunneled"

under the walkway to accommodate the flexible pvc piping runs. The piping will connect to drip irrigation system for native landscaping that will surround the buildings.

13.13.2 Provide a cost for a rain catchment flexible pvc piping system to be connected to the existing building gutter downspouts. The flexible pvc piping will be connected to all the downspouts and be utilized to provide rainwater to the planting beds adjacent to the buildings. The flexible piping must be installed with a slope not to exceed 10% with a bubbler (Rainbird or equal) at the ends of the piping runs into a water garden. The existing concrete walkway system may need to be “tunneled” under the walkway to accommodate the flexible pvc piping runs.

13.13.3 Provide an engineered lawn sprinkler system to address the front entry area of the main entry to this property. Assume a 200 foot by 200 foot area that is to be sprinkled and to meet the City of San Antonio building codes requirements. Contractor must submit an engineered sprinkler system to SAHA staff for approval of sprinkler head locations. Provide requisite landscaping water meter connected to CSA water service line and backflow preventer as required. The system should utilize an Accuweather clock or similar product that is designed to irrigate only when necessary.

13.13.4 Contractor shall provide a landscape plan for approval by SAHA staff to install at all open areas between buildings with native xeriscape groundcover and planting materials. The xeriscape materials must be from within a 500 mile radius of San Antonio. Planting material will be installed between all 13 buildings and within proximity of the existing concrete walkways.

13.14 SAHA staff has a full set of drawings from when the property was constructed and is available for review if the contractor requests to review documents. Contractor shall call the project manager indicated below to arrange viewing:

Juan Reyes 210-477-6507

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.

Remainder of this page left blank intentionally.

Business Automobile Liability	Required Limits
SAHA must be named as an additional insured and as the certificate holder	\$500,000 combined single limit, per occurrence
Workers Compensation and Employer's Liability	Required Limits
Worker's Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000 A waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA must be named as an Additional Insured on the Employer's Liability and be a Certificate Holder on both.	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 must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

- 15.0 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 unless specified otherwise herein.
- 16.0 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 90 days after the delivery of the goods or service. If contractor fails to invoice within 90 days SAHA reserves the right to not pay the invoice.
- 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.
- 19.0** All products listed herein are to reference a known quality and level of performance. SAHA will consider alternate brands of equal quality and performance. The Proposer must indicate on the Proposal Fee Sheet if they are proposing alternate products, and provide complete manufacturer's specification. In all cases SAHA shall be the final determiner of equality. All substitutions will be approved in writing; no oral approvals shall be recognized.

Quote Form (2 Pages) : Due by September 1, 2010 at 12:00 Noon

Base Fee All Items (1-4)

\$ _____

Delivery in _____ days

Individual items

1. In Ground Cistern System

\$ _____

Delivery in _____ days

2. Rain Catchment System

\$ _____

Delivery in _____ days

3. Engineered Lawn Sprinkler

\$ _____

Delivery in _____ days

4. Xeriscape Plan & Installation

\$ _____

Delivery in _____ days

(Failure to enter a delivery time will subject bidder to completion in 90 days. Days are defined as calendar days.)

2. Sub-Contractors: Proposer shall identify his sub-contractors if any:

a) _____

b) _____

Quote Form, page 2

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 _____

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.

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

(Signature) (Printed name and title)

(Business address,)

(Phone)

(E-mail)