



ADDENDUM # 4

To: 1010-961-45-3370
RFP for: Housing Quality Standards Inspections

Change the submittal deadline to January 4, 2011 at 11:00 a.m.

Replace the table on page 21 with the following table:

NO.	Weight	CRITERION DESCRIPTION
1	20%	Relevant experience & Past Performance: Firm's experience in conducting housing quality standards inspections and associated services for an agency of this or greater size.
2	10%	Financial Ability: Financial ability to provide such services to include copies of most recent financial statements or balance sheets that clearly show assets, liabilities, income, credit lines, debt and/or if available the most recent audit.
3	10%	Management Plan & Project Management: Management & Quality Control plan for oversight of all services and the coordination of owner's personnel, and subcontractors to comply with the timeframe and security issues.
4	15%	Personnel: Project Manager and staff's inspection expertise, include resumes of project manager and key staff. Evidence of commitment to excellence in workmanship and professionalism as evidenced by awards and certifications and training.
5	25%	Price proposal: Price of the proposed services.
6	20%	Strength of the Section 3 and S/W/MBE plans
	MAX. POINTS	HUD SECTION 3 Preference Points
1	5	Section 3 Preference: A firm may qualify for Section 3 status for up to an additional 5 points.
a	5	Priority I: As detailed in Attachment D
b	4	Priority II: As detailed in Attachment D
c	3	Priority III: As detailed in Attachment D
d	2	Priority IV: As detailed in Attachment D



The following questions have been asked:

Question 1: What kind of volume do we use for the cost analysis?

Answer 1: Use the volume as reported in Addendum #2.

Question 2: In your estimated quantities you indicate there were 2100 re-inspections and 3000 annual inspections, however, you also indicate a 22% failure rate for annual inspections which would contradict the 2100 quantity.

Answer 2: The 2100 includes re-inspections from all categories not just annual inspections.

Question 3: What is the total estimated number of annual inspections?

Answer 3: 3,000

Question 4: Does SAHA use the full Elite inspection module or the Tablet version?

Answer 4: SAHA uses the full module.

Question 5: Would you consider use of the Tablet?

Answer 5: SAHA would be open to discussion on this.

Question 6: Will the awarded contractor be granted remote access to the inspection module?

Answer 6: Yes.

Question 7: With regard to the number of "No Show" inspections can you verify the number of 10 in addendum 2?

Answer 7: SAHA considers a "No Show" to be when the inspector does not show up for the inspection.

Question 8: Do you have a number for no entry (inspector unable to conduct the inspection) inspections?

Answer 8: The number was 168 for last year.

Question 9: How many (estimated) rent negotiations will the contractor be required to conduct?

Answer 9: We cannot provide an answer to this question.

Question 10: Are most of the properties inspected SAHA properties?

Answer 10: Yes.

Question 11: Where does the contractor pull the comparables for the Rent Reasonableness Report?

Answer 11: From GoSection8.com.

Question 12: Will the contractor be required to have their own subscription to GoSection8.com?

Answer 12: SAHA will allow access through our subscription.



- Question 13: What percent of the properties are in the City of San Antonio and what percent are in the county?
Answer 13: All properties are located in the City of San Antonio.
- Question 14: What percent of the inspections are multi-family and what percent are single family?
Answer 14: We estimate approximately 95% for multifamily and 5% for single family.
- Question 15: How often are photos required and for which inspections?
Answer 15: Generally photos are only required on exterior sweep inspections.
- Question 16: When are complaint inspections required?
Answer 16: If SAHA receives a complaint SAHA will contact the landlord directly, if the landlord fails to correct then SAHA will request an inspection.
- Question 17: Do we just inspect the items complained about or do we do a thorough inspection?
Answer 17: Generally the inspection is for the item complained about but obvious discrepancies may be listed and photos may also be required to document the discrepancies.
- Question 18: Do you anticipate presentations in the evaluation process?
Answer 18: Presentations are possible depending upon the scoring during the initial evaluation.
- Question 19: Do you require either a.m. or p.m. inspections?
Answer 19: SAHA requires the inspection to be conducted during normal business hours (Monday thru Friday between 8:00 a.m. and 5:00 p.m.
- Question 20: Section 3.2.9 states “ Provide reports indicating the units inspected and the outcome of the inspection within one day of completion of the inspection” what inspections must meet this requirement?
Answer 20: This refers to additional work when requested for a complete inspection on a final “failed” unit utilizing our check list a copy of which is attached.
- Question 21: Reference Section 3.7.1 it states the Contractor is to notify the landlord and the participant, do you have a form that you want utilized?
Answer 21: SAHA will notify the landlord and the participant. Replace the wording of this section with the following:
3.7.1 Scheduling: SAHA will provide the Contractor with a list of required inspections. The Contractor is responsible for establishing the inspection schedule and providing that schedule to SAHA. SAHA will notify the landlords and the program participant. The inspection schedule will be provided to SAHA HQS Inspection Manager not later than five (5) calendar days after receipt of the inspection list from SAHA.
- Question 22: Reference Section 9.22.1 Interlocal Participation can we expect any others to avail themselves of our services under this section for this contract?
Answer 22: It is possible but SAHA cannot predict if another housing authority or governmental entity will request the ability to utilize your services under this contract. Such use would be subject to your acceptance.



Question 23: RFP Section 2.20: SAHA requires replacement of unacceptable personnel within 2 business days. Will SAHA agree that unacceptability should be for a lawful reason (including a breach of the quality of services warranty), and that Proposer will be required to promptly remove such personnel and use *reasonable efforts* to replace unacceptable personnel within 2 business days?

Answer 23: Section 2.20 is modified as follows:

2.20 SAHA reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable to perform work under any contract resulting from this RFP. Reasons for such replacement include but are not limited to breach of service quality, poor customer service, criminal history, and/or lack of professionalism. Contractor shall promptly remove such personnel and use all reasonable efforts to replace unacceptable personnel within 2 days of notification by SAHA.

Question 24: RFP Section 6.5.9, Insurance: Proposer meets these requirements with the exception of the requirement to name SAHA as an additional insured under Professional Liability. As a standard practice in the industry, Professional Liability policies are not written to allow for this.

Answer 24: Professional Liability would not be a requirement of this contract. Professional Liability is limited to persons who render opinions such as attorneys, engineers, architects etc.

Question 25: RFP Section 9.6, Work on SAHA Property: Will SAHA agree that Proposer's obligation to indemnify for personal injury and damage to property assumes that any claim results from proposer's negligent acts or willful misconduct?

Answer 25: See answer 28 below.

Question 26: RFP Section 9.8, Warranty: Proposer cannot warrant services of this nature in accordance with "Industry Published Technical Specifications". Proposer will warrant for a period of 30 days that inspection services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. Proposer's liability for failing to correct services that are not in conformance with the foregoing warranty should be limited to actual direct damages not to exceed the fees paid under the contract for such services. Proposer requires the industry-standard disclaimer of warranties for merchantability and fitness for a particular purpose for services. Regarding liability, Proposer also must disclaim any liability for indirect, consequential, incidental, or exemplary damages. An obligation to pay liquidated damages should be mutually agreed to in the context of the services to be provided. Are the preceding positions acceptable to SAHA?

Answer 26: Section 9.8 Warranty is modified as follows:

9.8.1 The services provided under the contract shall conform to all information contained within the RFP documents and will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. The Contractor shall warrant the inspection services for a period of not less than 30 days.



Question 27: RFP Section 9.15, Time of the Essence: Timely performance of services is a mutual obligation of the parties, and if either party fails to meet its obligations in accordance with a mutually agreed project plan the other party should be free to terminate the contract in accordance with the applicable termination provision. If the nature of the services to be performed warrants liquidated damages, specific terms must be addressed and mutually agreed to. Is this approach acceptable to SAHA?

Answer 27: Section 9.15 Time is of the Essence remains as published. Refer to Section 9.42 for Liquidated Damages.

Question 28: RFP Section 9.17, Indemnity: Proposer cannot indemnify SAHA for personal injury and damage to tangible property caused solely by SAHA. Will SAHA agree to modify this provision such that each party is responsible on a comparative basis?

Answer 28: Section 9.17 is modified as follows:

9.16 Indemnity: The Contractor covenants and agrees to FULLY INDEMNIFY and HOLD, HARMLESS SAHA and employees, officers, directors, volunteers and representatives of SAHA, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon SAHA directly or indirectly arising out of, resulting from or related to Contractor's activities under this contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or subcontractor of Contractor, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of SAHA, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT CONTRACTOR AND SAHA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO SAHA UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF PARTIES UNDER TEXAS LAW.** The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Question 29: RFP Section 9.19, Termination: Any termination for cause should permit a 30 day cure period prior to termination, and 30 days advance notice for a termination for convenience. If terminated for cause, Proposer will expect payment for each hour of service properly performed up through the effective date of termination. For convenience, Proposer will be paid for each hour of service performed up through the effective date of termination. Are these terms acceptable to SAHA?



Answer 29: Section 9.19.2.1 is modified as follows:
9.19.2.1 SAHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the RFP or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within 30 days or such other period as SAHA may authorize or require.

For payment requirements see HUD Form 5370 C1; 3a-e

Question 30: RFP Sections 9.19.5, 9.23, and 9.37, Ownership: The provisions related to ownership of work products are inconsistent, nor do they take into account Proposer intellectual property used in the performance of services. Will SAHA agree that Proposer will retain all rights to its intellectual property, and any work products first created in the performance of services will be jointly owned by the parties without obligations of accounting?

Answer 30: Section 9.23 is a re-iteration of a HUD requirement (see Form 5370 C1; 5) and is not subject to negotiation. Section 9.19.5 merely affirms that any undelivered and/or incomplete work must be surrendered to SAHA and access to any code or software necessary to utilize that data is part of the delivery. Under Section 9.37 SAHA does not seek ownership (other than right of use) of proprietary or intellectual property of the Contractor as it exists at the signing of the contract. Any modifications or enhancements requested or directed by SAHA during the contract become the joint property of the Contractor and SAHA.

Question 31: RFP Section 9.41, Contract Form: Will SAHA agree that neither Proposer nor SAHA should be required to execute an agreement that contains unacceptable terms?

Answer 31: Section 9.4.1 remains as published.

Question 32: RFP Section 9.44, Most Favored Customer: Due to its unenforceability, Proposer cannot agree to a Most Favored Customer provision. A competitive procurement provides SAHA with adequate assurances of obtaining competitive fees. Will SAHA strike this provision?

Answer 32: Section 9.44 is deleted in its entirety.

By: Charles R Bode
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Date: December 21, 2010