



... for the people

818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

## **REQUEST FOR QUOTATIONS**

**For**

**Retaining Wall Repair/Replacement  
Alazan Apache Courts**

**For**

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

**Date Issued: July 8, 2011**

**RFQ #: 1105-910-51-3507**

**Closes July 29, 2011 @ 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

June 2011

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites independent Contractors to submit bids to repair and replace retaining wall at Alazan Apache Courts. The retaining wall will preserve the asset, improve and enhance the aesthetics of the property and offer safety to residents.**
  
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions pertaining to this quotation shall be addressed to Ian Montemayor, Purchasing Agent, telephone 210-477-6582, fax 210-477-6167 or e-mail at ian\_montemayor@saha.org.**
  
- 3.0 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 Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007, HUD Form 5370EZ, Wage Decision. These documents may be obtained by contacting Ian Montemayor, Purchasing Agent, telephone 210-477-6852, fax 210-477-6167 or e-mail at ian\_montemayor@saha.org.**
  
- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:**
  - 4.1 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.**
  
  - 4.2 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.**
  
  - 4.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this Solicitation.**
  
  - 4.4 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.**
  
  - 4.5 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.**
  
- 5.0 BIDDER’S RESPONSIBILITY: Each bidder must carefully review and comply with all instructions provided herein, or provided within any named attachments.**

- 6.0 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.
- 7.0 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 ninety (90) days with no escalation.
- 8.0 Method of Award:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a Contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 9.0 Fees:** 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, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, fully burdened.
- 10.0 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.

**Experience, Cost and Past Performance**

- 11.0 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.
- 12.0 ASSIGNMENT OF PERSONNEL:** SAHA retains 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.
- 13.0 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.

**14.0 LICENSING REQUIREMENTS: By submitting a bid the successful bidder thereby certifies that he/she possess and will, prior to issuance of a Purchase Order by SAHA, present to SAHA, proof and/or certification of the following:**

**14.1 If applicable, local business license or permit issued by the City of San Antonio.**

**14.2 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.**

**15.0 GENERAL CONDITIONS FOR THIS SOLICITATION:**

**15.1 Alazan Apache Courts, 1011 S. Brazos, San Antonio, Texas 78207**

**15.2 Retaining Wall Repair/Replacement 305 Violeta**

- **Demolition of concrete retaining wall 4'x 280 linear feet x 10" thickness;**
- **Re-grade surrounding dirt to allow for new retaining wall in areas of intrusion;**
- **Form and set new retaining wall 4'x 280 linear feet x 10" thickness;**
- **Location-rear of 305 Violeta, Alazan-Apache Courts.**

**15.3 Work must be completed by August 18, 2011.**

**15.4 Responses may be hand delivered to:**

**San Antonio Housing Authority,  
attn. Ian Montemayor, Purchasing Agent,  
818 S. Flores, San Antonio, TX 78204**

**or**

**Faxed to: Attn. Ian Montemayor at 210-477-6582;**

**Emailed to: [ian\\_montemayor@saha.org](mailto:ian_montemayor@saha.org)**

**16.0 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 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 the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**17.0 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. Upon the Award of Contract, Contractor shall receive a request from SAHA to process all payments electronically to insure prompt and efficient payment of all invoices.**

**18.0 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 two (2) years.**

**19.0 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).**

**20.0 This fee listed on the Quote Form must be all-inclusive of all related costs that a Contractor will incur to provide the noted services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, and motor vehicle fuel, and all travel expenses.**

**21.0 Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)**

**(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.**

**(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.**

**(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.**

**(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.**

**(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.**

**(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.**

**Quote Form**  
**RFQ #1105-910-51-3507**  
**Closes on July 29, 2011 at 11:00AM**

**Cost for repair/replacement of retaining wall at Alazan Apache Courts, 305 Violeta \$**

**Work must be completed by August 18, 2011.**

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

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

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 ninety (90) 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)

**Proposers Certification**

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency;
2. Items for which bids were provided herein will be delivered as specified in the bid,
3. Proposer proposes to furnish and deliver in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this bid, all materials and supplies, which are described on the bid worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by SAHA,
4. Proposer agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Proposer,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFP, and
8. The individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate,

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
(Company Phone & Fax & Email Address)

\_\_\_\_\_  
(Date)

# **ATTACHMENT A**

## **HUD Form 5370EZ**



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)).

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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.

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#### 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