



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

Procurement Department

## **REQUEST FOR QUOTATIONS**

**For**

**Actuarial Review of Workman's Comp Program**

**For**

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

**RFQ#: 1105-958-61-3504  
Closes June 7, 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

May 2011

**Request for Quotes 1105-958-61-3504**

- 1.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) PURPOSE & CONTRACT:** 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 quotes to conduct the annual actuarial audits of SAHA's self insured Worker's Compensation Program claims. 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](mailto: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, *Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction*, HUD Form 5370-C Section I and II *General Contract Conditions for Non-Construction Contracts*, which are incorporated by reference, the Wage Decision and SAHA's General Terms and Conditions which are attached. These documents may be obtained by contacting **Charles Bode, Asst. Director of Procurement, telephone 210-477-6703, fax 210-477-6167 or e-mail at [charles\\_bode@saha.org](mailto:charles_bode@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 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 ninety (90) 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:

**Cost, Experience, Performance**

**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** Contractor will complete an actuarial review of SAHA's self-insured workers compensation program.

- 13.2** Contractor will estimate the outstanding losses and allocated loss adjustment expenses (ALAE) for SAHA's retained (i.e. net of excess or high-deductible) workers compensation claims as of June 30, 2011.
- 13.2** At the conclusion of the analysis, the contractor will issue a draft report which explains the details of the analysis and the results.
- 13.3** A final report will be issued after receipt of feedback from SAHA.
- 13.5 Response must be received no later than 11:00 AM June 7, 2011.  
Responses may be hand delivered to:**

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

**Faxed to: Attn. Charles Bode at 210-477-6703  
Emailed to: [charles\\_bode@saha.org](mailto:charles_bode@saha.org)**

- 13.6** Response shall include the total fee to complete the task for each year.
- 13.7** The contractor shall secure and pay for all permits, fees, and licenses required for the proper execution and completion of the work.
- 13.8** The contractor shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work.
- 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>Professional Liability</b>	<b>Required Limits</b>
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.	\$1,000,000
<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 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 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](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 two (2) years.
- 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 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.

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

**Quote Form**  
**RFQ Closes on June 7, 2011 at 11:00AM**

**1. PROPOSED FEE:**

This shall be a firm fixed price including all expenses. Please note that the proposed fee submitted by each bidder are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; travel; lodging and per diem, etc. Please note that this firm-fixed price is inclusive of all elements required to deliver the service and the cost proposed shall be fully "burdened" with profit and overhead costs. SAHA will not be responsible for paying any additional expenses or fees in the completion of this project.

Year 1 (2011) \$ \_\_\_\_\_ Year 2 (2012) \$ \_\_\_\_\_ Year 3 (2013) \$ \_\_\_\_\_

Year 4 (2014) \$ \_\_\_\_\_ Year 5 (2015) \$ \_\_\_\_\_

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

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

**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)

## Certification for Business Concerns Seeking Section 3 Preference

Name of Business: \_\_\_\_\_

Address of business: \_\_\_\_\_

Type of Section 3 Business:

Corporation

Partnership

Phone No.: \_\_\_\_\_

Sole Proprietorship

Joint Venture

Pager No.: \_\_\_\_\_

Name and Address of Section 3 Resident(s) in 51% ownership position:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attached is the following documentation as evidence of section 3 status. X as Appropriate

- Copy of resident lease with San Antonio Housing Authority
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Other evidence as appropriate

For the Section 3 business entity as applicable:

- Copy of Articles of Incorporation
- Assumed business Name Certificate
- List of owners/stockholders and % ownership of each owner
- Organizational chart w/names, titles & brief functional statement
- Certificate of Good Standings
- Partnership Agreement
- Corporation Annual Report
- Latest Board minutes appointing officers
- Additional Documentation

CORPORATE SEAL

Attested by:

Name:

Date:

\_\_\_\_\_  
(Authorizing Name & Signature)

**SECTION 3 PROGRAM**  
**Contractor Certification of Efforts to Fully Comply with**  
**Employment and Training Provisions of Section 3**

The bidder represents and certifies as part of its bid/offer that it:

- Is a Section 3 Business concern. A Section 3 Business concern means a business concern:
  1. That is 51% or more owned by Section 3 Resident(s); or
  2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
  3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.
- Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

**EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**  
**(Check ALL that apply.)**

- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.
- By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.
- By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.
- By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.
- Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses
- By developing and using a list of eligible Section 3 business concerns
- By actively supporting and undertaking joint ventures with Section 3 businesses

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS**

- By entering into a "first source" hiring agreements with organizations representing Section 3 residents
- By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.
- By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents
- By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- By arranging interviews and conducting interviews on the job site
- By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

\_\_\_\_\_  
Authorized Signature of the Bidder



## APPLICANT "SECTION 3" CERTIFICATION FORM

Name: \_\_\_\_\_  
 Legal Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ or fax: \_\_\_\_\_

Position Applied For: \_\_\_\_\_

**(All applicants are required to complete and sign this form.)**

In general, Section 3 gives applicants whose household income in the past year was less than 80% of the area median income a preference in the hiring process so long as they are qualified for the position for which they are applying.

Only those applicants who complete the disclosure and meet the Section 3 requirements will be eligible for the preference, HOWEVER, employment offers for applicants claiming a Section 3 preference will be conditional upon providing proof of eligibility at the time of hire.

**CAUTION: Any applicant falsely claiming a Section 3 preference will immediately be removed from consideration of employment.**

\_\_\_\_\_ Option 1: I choose not to disclose this information and understand that I will not be granted a Section 3 preference in the hiring process

OR

\_\_\_\_\_ Option 2: I choose to disclose the following information to determine if I am eligible for a Section 3 preference (complete questions below)

1. Are you a resident of public housing or Section 8? (Check One) \_\_\_\_\_ Yes \_\_\_\_\_ No
2. The number of persons in my household is \_\_\_\_\_.
3. From the chart below, locate the number of persons in your household and enter the dollar amount from that box here \_\_\_\_\_.

# of persons in Household	1	2	3	4	5	6	7	8
80% Area Median Income (FY 2010 Income Limits)	\$32,400	\$37,000	\$41,650	\$46,250	\$49,950	\$53,650	\$57,350	\$61,050

**Section 3 Preference Eligibility Test**

\_\_\_\_\_ Yes \_\_\_\_\_ No My legal address is within Bexar County, TX.

\_\_\_\_\_ Yes \_\_\_\_\_ No My household income last year was equal to or less than the amount listed on Line 3.

If the answers to both questions are YES, you are entitled to a Section 3 preference.

By signing, I certify that all of the information given above is true and accurate and that if found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified section 3 resident and may be grounds for termination of any employment or contract that resulted from this application and/or certification.

Signature \_\_\_\_\_

DATE: \_\_\_\_\_