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

Procurement Department

# REQUEST FOR QUOTATIONS

For

## Decommission and Disposal of Electrical Transformers

For

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

**RFQ#: 1108-926-45-3591**

**Closes October 13, 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

September 2011

**Request for Quotes 1108-926-45-3591**

- 1.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) PURPOSE & CONTACT:** 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 for the decommission and disposal of electrical transformers located at the SAHA Warehouse (removed from Cassiano Homes). 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*, which are incorporated by reference and SAHA’s General Terms and Conditions which are attached. 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 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 estimates only and Contractor is responsible for verifying the exact quantities required to complete the work.

**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** Pick Up Location: SAHA-Central Warehouse  
1310 S. Brazos San Antonio, TX 78207

- 13.2** The contractor shall observe and comply with all federal, state, county, and city laws, codes, ordinances, rules and regulations in accomplishing the work.
- 13.3** Licensing: Contractor shall be licensed, if required, by the jurisdiction in which the service is to be performed and the license shall be current and in good standing. A copy of the license shall be included with the proposal.
- 13.4** The contractor shall secure and pay for all permits, fees, fillings, inspections and licenses required for the proper execution and completion of the work.
- 13.5** **Response must be received no later than 11:00 AM October 13, 2011.**  
**Responses may be hand delivered to:**

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

**Faxed to: Attn. Patti Earnest at 210-477-6167**  
**Emailed to: [patti\\_earnest@saha.org](mailto:patti_earnest@saha.org)**

- 13.6** Contractor shall provide at contractor's own expense all equipment, labor, materials, supplies (except those specifically provided by SAHA), and tools to perform all the required services under this RFQ and any resulting contract or purchase order.
- 13.7** Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. The Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.
- 13.8** **Scope:**
- 13.8.1** Contractor shall decommission and properly dispose of electrical transformers sized from 25KVA to 50 KVA. See attached schedule for sizes and quantities.
- 13.8.2** Testing and disposal, of all transformers must be in accordance with EPA 40 CFR 761, 60 CFR 35383 and all State of Texas, Bexar County and City of San Antonio laws.
- 13.8.3** Contractor must provide all materials and labor to physically handle the transformers for testing, cleanup, removal from the site and proper disposal.

**13.8.4** Contractor shall be subject to ongoing quality control checks to affirm compliance with the specifications and insure professional and quality workmanship.

**13.8.5** Contractor shall provide the Housing Authority with originals and/or copies of all documents, as required, to include but not limited to:

- 13.8.5.1** Contractor’s license/certifications to do the work
- 13.8.5.2** Testing results
- 13.8.5.3** Waste manifest(s)
- 13.8.5.4** Disposal documents

**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** All questions or request for information concerning this RFQ must be submitted in writing two (2) days prior to the closing deadline.
- 20.0 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.
- 21.0 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.
- 22.0 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.**



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

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

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

**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)