



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

Procurement Department

REQUEST FOR QUOTATIONS

For

Arbitrage Rebate Calculation Services

For

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

Date Issued: August 15, 2011

RFQ #: 1108-946-20-3580

Closes August 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

August 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 for Arbitrage Rebate Calculation Services. This service is required to ensure compliance with all applicable laws, regulations and codes.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions pertaining to this quotation shall be addressed to Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@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 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction. These documents may be obtained by contacting Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@saha.org.**

ATTACHMENT A: Specifications

- 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:**
 - 4.5.1 To make an award to the same bidder (aggregate) for all items; or,**
 - 4.5.2 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** All questions or request for information concerning this RFQ must be submitted in writing two (2) days prior to the closing deadline.
- 8.0 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.
- 9.0 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.
- 10.0 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.
- 11.0 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 and Cost

- 12.0 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.
- 13.0 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.
- 14.0 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.

15.0 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:

- 15.1 If applicable, local business license or permit issued by the City of San Antonio.**
- 15.2 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.**

16.0 GENERAL CONDITIONS:

- 16.1 Specifications are Attachment A.**
- 16.2 Responses may be hand delivered to:**

**San Antonio Housing Authority,
 Attn: Carl Bottoms, Procurement Supervisor,
 818 S. Flores, San Antonio, TX 78204
 or
 Faxed to: Attn. Carl Bottoms at 210-477-6167
 Emailed to: carlton_bottoms@saha.org**

17.0 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.

Professional Liability	Required Limits
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
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 sin 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

18.0 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 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.

19.0 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.

20.0 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).

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.

The remainder of this page left blank intentionally

Quote Form
RFQ Closes on August 29, 2011 at 11:00AM
1108-946-20-3580

1. Cost to provide Arbitrage Rebate Calculation Services per the specification in the RFQ

\$ _____

This project must be completed no later than December 1, 2011.

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)

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 RFQ, 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

Specifications

Specifications for Arbitrage Rebate Calculation Services

The firm selected shall perform all of the normal duties associated with providing arbitrage consulting and compliance services, including but not limited to:

This project must be completed no later than December 1, 2011

1. Reviewing all relevant portions of the Loan Agreement, Tax Regulatory Agreement, Bond transcripts, and appropriate sections of the Internal Revenue Code
2. Consulting with bond counsel, as necessary, concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code.
3. Verifying that the issue is subject to the Rebate Requirement.
4. Calculating the bond yield.
5. Performing all applicable annual arbitrage rebate calculations.
6. Providing filings required by the Internal Revenue Service necessary for the payments of arbitrage rebates or refunds.
7. Providing detailed calculation schedules and summarize the results of the computations performed, to be included along with the report.
8. Consulting with SAHA and providing guidance and assistance to SAHA with regard to arbitrage compliance issues.
9. Providing work papers upon request by SAHA. Please note, work papers used in the calculations are the property of SAHA, even if retained by the analyst.

The services to be conducted to complete the Arbitrage Rebate Calculation will be for the Loan Agreement dated as of the 9th day of November 2006, by and between Fannie Mae, a corporation duly organized and existing under the Federal National Mortgage Association Charter Act, and the San Antonio Housing Authority. Pursuant to the HUD Approval Letter and the Capital Fund Financing ACC Amendment, HUD has approved the Borrower's request to obligate Public Housing Capital Funds for the repayment of the Loan pursuant to the terms and conditions in the Loan Agreement.

Acceptance by SAHA is required prior to payment. Acceptance will be based on Contractor meeting all the above specifications.