



818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

REQUEST FOR QUOTATIONS

For

Safety Systems Monitoring

For

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

Date Issued: December 19, 2011

RFQ #: 1110-990-39-3651

Closes January 19, 2012 @ 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

December 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 monitoring safety systems at SAHA properties. Included in this solicitation are fire and security systems monitoring. Contractors do not need to provide both services to bid. This is required for the safety of the residents.
- 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 and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision. 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: HUD Wage Decision

ATTACHMENT B: 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 days (48 hours) 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, Cost and Dispatch Capability

- 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 B

16.2 Location of Property:

SAHA reserves the right to add properties throughout the contract.

16.3 Contractor shall supply all material, equipment and labor to complete this project unless otherwise specified in this RFQ.

16.4 Contractor must pull permits if required by the City of San Antonio compliance office. Contractor shall comply with all federal, state and local laws, rules, regulations and Codes.

16.5 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.

16.6 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
or
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 Accounts_Payable@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, Contractors will be required to complete a direct deposit form.

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 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.

(g) In addition Contractor shall comply with SAHA Section 3 program, policy and procedures adopted on April 6, 2011 and any amendments.

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Quote Form
RFQ Closes on January 19, 2012 at 11:00AM
1110-990-39-3651

Contractors may bid on one or both services. SAHA reserves the right to award to multiple contractors.

1. Cost to monitor the Fire Safety Systems per the specification in the RFQ.

\$_____per Month

\$_____ Initial Start Up Fee (if applicable)

2. Cost to monitor Security systems per the specification in the RFQ. (Includes security cameras and intruder systems)

\$_____per Month

\$_____ Initial Start Up Fee (if applicable)

4. 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)

Bidders Certification

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

1. He/she has full authority to bind Bidder and that no member of Bidder'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. Bidder 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. Bidder 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 Bidder,
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. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, 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. Bidder 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

HUD Maintenance Wage Decision

RECEIVED

MAR 29 2011

EXECUTIVE OFFICE



U.S. Department of Housing and Urban Development
San Antonio Field Office
Office of Labor Relations
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205-3625
Ph – 210-475-6818 Fax – 210-472-6804
www.hud.gov www.espanol.hud.gov

March 24, 2011

Lourdes Castro-Ramirez, Executive Director
San Antonio Housing Authority
818 S. Flores
San Antonio, TX 78204

Dear Ms. Castr-Ramirez:

Subject: Maintenance Wage Rate Determination-Fiscal Year 2011

Enclosed is Form HUD-52158, Maintenance Wage Rate Determination, which lists the schedule of prevailing maintenance wage rates for maintenance workers employed by the Housing Authority or by maintenance contractor(s) in the operation of Housing Authority developments. This schedule has been established pursuant to Section 12(a) of the United States Housing Act of 1937, as amended, and is effective for a one-year period beginning on the date shown.

The Housing Authority and its contractors must pay to maintenance workers no less than the wage rate(s) indicated for the type of work they actually perform. The current Form HUD-52158 must be posted at an appropriate site(s) readily accessible to all maintenance employees.

The Housing Authority must maintain appropriate records (payrolls, work orders, job descriptions, training program materials and apprentice/trainee registrations, and any other data related to the employment and utilization of maintenance laborers and mechanics) which must be preserved for no less than three years, or until resolution of any dispute. Employers under contract to the Housing Authority to provide maintenance work must submit to the Housing Authority their original employment records as described above.

Housing Authorities not satisfied with this determination may still submit documentation to this office in accordance with the new policies and procedures previously provided to you. If you have any questions, please contact me at 210-475-6818.

Sincerely,

A handwritten signature in dark ink, appearing to read "Karen R. Clark".

Karen. R. Clark
Labor Relations Specialist

Enclosure

| | | |
|---|--|---|
| Agency Name: San Antonio Housing Authority Pg 2 | LR 2000 Agency ID No: TX006A | Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance |
| | Effective Date: 7/1/2011 | Expiration Date: 6/30/2012 |

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Karen Clark
Karen Clark, Labor Relations Specialist Date **3/24/11**

HUD Labor Relations
 (Name, Title, Signature)

| WORK CLASSIFICATION(S) | HOURLY WAGE RATES | |
|-----------------------------------|-------------------|---|
| | BASIC WAGE | FRINGE BENEFIT(S) (if any) |
| Painter | \$11.60 | \$3.48 |
| Refuse Collection Operator | \$10.60 | \$3.18 |
| Electrical Apprentice | \$12.50 | \$3.75 |
| | | <input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. (HUD Labor Relations: If applicable, check box and initial below.) _____ LR Staff Initial |

| | |
|--|--|
| | FOR HUD USE ONLY LR2000: Log in: log out: OMW5962 |
|--|--|

| | | |
|--|---|-------------------------------------|
| Maintenance Wage Rate Determination | U.S. Department of Housing and Urban Development Office of Labor Relations | HUD FORM 52158 (12/2007) |
|--|---|-------------------------------------|

| | | |
|--|---|---|
| Agency Name: San Antonio Housing Authority | LR 2000 Agency ID No: TX164 | Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance |
| | Effective Date: 7/1/2011 | Expiration Date: 6/30/2012 |

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

| | |
|--|------------------------|
| <i>Karen Clark</i> Karen Clark, Labor Relations Specialist | Date 3/24/11 |
| HUD Labor Relations (Name, Title, Signature) | |

| WORK CLASSIFICATION(S) | HOURLY WAGE RATES | |
|------------------------|-------------------|----------------------------|
| | BASIC WAGE | FRINGE BENEFIT(S) (if any) |
| Carpenter | \$13.50 | \$4.05 |
| Construction Inspector | \$15.80 | \$4.74 |
| Custodian Lead | \$13.50 | \$4.05 |
| Custodian | \$10.60 | \$3.18 |
| Electrician | \$15.80 | \$4.74 |
| HQ Inspector | \$15.80 | \$4.74 |
| HVAC Mechanic | \$15.80 | \$4.74 |
| Maintenance Technician | \$14.60 | \$4.38 |
| Plumber | \$11.20 | \$3.36 |
| | \$14.60 | \$4.38 |

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

LR Staff Initial

| | |
|--|--|
| | FOR HUD USE ONLY LR2000: Log in: log out: OMW5962 |
|--|--|

ATTACHMENT B

Specifications

Specifications for Safety Systems Monitoring

1.0 General Specifications:

- 1.1 The contract resulting from this RFQ will be a one year firm-fixed fee contract with the option to extend at the sole discretion of SAHA for up to four one year periods.**
- 1.2 SAHA reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 14 days written notice to the successful proposer(s).**
- 1.3 Termination for Cause: 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 RFQ or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.**
- 1.4 SAHA may terminate any contract at convenience resulting from this RFQ in whole or in part if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.**
- 1.5 Monitoring services will be authorized for each property by a separate purchase order. Contractor shall invoice for each monitored property separately.**
- 1.6 SAHA reserves the right to add or subtract properties to any resulting contract at SAHA's sole discretion.**
- 1.7 Contractor shall include in the response to this RFQ a summary of their experience monitoring systems of a similar nature and magnitude.**

2.0 Monitoring Fire Safety Systems:

- 2.1 Contractor shall monitor Fire Safety Systems 24 hours per day, 7 days per week, and 365 days per year by trained personnel.**
- 2.2 Contractor must be able to contact authorities within 60 seconds of the alarm activation. Contractor must have a reliable backup source — either a second station, or a backup generator. Contractor shall include in the response which backup system is being used.**
- 2.3 Contractor shall not install any proprietary hardware that would make it impossible for another contractor to monitor the system. Upon contract expiration or termination, Contractor shall coordinate the removal of any proprietary software with the new Contractor to ensure continued service to the property.**

- 2.4 All programmable panel access codes must be set to default codes to allow any authorized vendor access to the panels. A code, other than the factory default, is acceptable as long as a listing of pass codes is provided to the SAHA contract administrator. Final invoicing will not be paid until reprogramming has been completed.**
- 2.5 As existing contracts expire, SAHA may add additional properties to this RFQ and any resulting contract. Contractor agrees to coordinate the change in monitoring companies to ensure a minimum of disruption in service to the property.**
- 2.6 Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered in writing to the property manager within 24 hours of any incident.**
- 2.7 Contractor shall maintain all records required by local, State, and Federal laws, codes and regulations.**
- 2.8 Contractor shall notify SAHA within one (1) hour if monitoring is disrupted for any reason.**

3.0 Monitoring Security Systems (security cameras and intruder alarms)

- 3.1 Contractor shall monitor Security Systems the hours per day as specified in the Purchase Order, 7 days per week, and 365 days per year by trained personnel. If the hours are not specified in the Purchase Order, the Contractor will monitor the Security System 24 hour a day. Monitoring may include security cameras and/or intruder alarms.**
- 3.2 Contractor must be able to contact authorities within 90 seconds of the alarm activation. Contractor must have a reliable backup source — either a second station, or a backup generator. Contractor shall list which backup system is being used in their response.**
- 3.3 Contractor shall not install any proprietary hardware that would make it impossible for another contractor to monitor the system. Upon contract expiration or termination, Contractor shall coordinate the removal of any proprietary software with the new Contractor to ensure continued service to the property.**
- 3.4 All programmable panel access codes must be set to default codes to allow any authorized vendor access to the panels. A code, other than the factory default, is acceptable as long as a listing of pass codes is provided to the SAHA contract administrator. Final invoicing will not be paid until reprogramming has been completed.**
- 3.5 Contractor shall keep detailed records of each incident. At a minimum, reports shall include day, date, time and signal (open,**

close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to the property manager in writing within 24 hours of any incident.

- 3.6 Contractor shall maintain all records required by local, State, and Federal laws, codes and regulations.**
- 3.7 Contractor shall notify SAHA within one (1) hour if monitoring is disrupted for any reason.**