



818 S. FLORES ST.    SAN ANTONIO, TEXAS 78204    [www.saha.org](http://www.saha.org)

Procurement Department

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## **EMAIL QUOTE**

**For**

**Resident Services for Tax Credit Property**

**For**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS  
AND  
AFFILIATED ENTITY BEACON COMMUNITIES**

**Date Issued: October 1, 2020**

**Quick Quote #: 2009-952-43-5070**

**Closes: October 9, 2020 at 2:00 PM**

Prepared by:

**Department of Procurement  
of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204**

President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entity Beacon Communities** (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids to provide for required resident services for a tax credit property as specified herein at the Rosemont at Highland Park apartments.
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this solicitation shall be addressed to Charles Bode, Senior Contract Specialist, telephone 210-477-6703, fax 210-477-6703 or e-mail at [charles\\_bode@saha.org](mailto:charles_bode@saha.org).
- 3.0 APPLICABILITY:** By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including, those terms and conditions within 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 as they are applicable.
- 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 its best interest.
  - 4.2** Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.
  - 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 shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- 6.0 DEADLINE:** Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.
- 7.0 QUESTIONS:** All questions or request for information concerning this solicitation must be submitted in writing five (5) days prior to the closing deadline.

- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 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 and FORMS:**  
**10.1 FEE:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, 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, all costs shall be fully burdened.  
**10.2 FORMS:** Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.  
**11.1 Start/lead time**  
**11.2 Programs and affiliate providers**
- 12.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred 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 Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 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 certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:

- 15.1 If applicable, local business license 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 PERMITS:** Contractor shall obtain all permits required to complete the work per the specifications, if required.

**17.0 INSURANCE:** Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

Professional Liability	Required Limits
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	<del>\$1,000,000</del> Not Required for this Bid.
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 two people. 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:** To help insure timely payments and unless utilizing a progress payment schedule invoices shall be sent to the following address:

[Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org).

If contractor lacks electronic invoicing capability they may send invoices to:

**San Antonio Housing Authority,  
 Accounts Payable,  
 P.O. Box 830428,  
 San Antonio, TX 78283-0428.**

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. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form. SAHA's standard payment terms are net 30 days.

**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 Indemnification.** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

**21.0 SECTION 3:** Not applicable

**22.0 EPA REQUIREMENTS (This section applies only to Painting):** Not Applicable

**23.0 GENERAL CONDITIONS:**

**23.1 Scope of Work is Attachment A.**

**23.2 Location of Property:**

**Rosemont at Highland Park apartments  
1303 Rigsby Ave  
San Antonio, TX 78210**

**23.3 WARRANTY:** All services and goods provided pursuant to this solicitation 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.

**23.4 OR EQUAL:** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

- 23.5** Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.
- 23.6** Contractor shall supply all material, labor and equipment to complete the requirement of this solicitation unless otherwise specified in this solicitation.
- 23.7** Contractor shall dispose of all debris and trash offsite in accordance with all local, State and Federal laws and codes. At no time will Contractor discard any debris or trash into any SAHA refuse container.
- 23.8 Responses shall be electronically delivered to:**

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

**Quote Fee Sheet - Revised**  
**Quick Quote # 2009-952-43-5070**

**State Law limits procurements using this method of solicitation to \$50,000.00 or less.**

- 1. Fee:** Shall be the fully burdened fee SAHA/Beacon shall pay the provider for the Resident services as required by TDHCA and HUD for affordable tax credit developments. Fully burdened means all costs including but not limited to wages, insurance, benefits, profit, overhead, transportation, meals etc.

Item-	Qty	Cost per month	Lead Time
Monthly fee for resident services	1		

If the Contractor fails to list lead time (time required to set up and staff up to deliver the services) days to complete program establishment, the program must be ready to implement in **21** days from notification to begin.

- 2. Additional Information:** Enclose a one page summary of your company's experience as a provider of Resident Services for tax credit properties.
- 3. Sub-Contractors:** Proposer shall identify his sub-contractors if any:

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

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

**Acknowledge Receipt of Addenda**

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Printed Name</b>	_____ <b>Company</b>
_____ <b>E-mail address if available</b>	
_____ <b>Phone</b>	_____ <b>Fax</b>

**Bidder's 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 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. 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.,
- 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 IFB,
- 8. **Non-Collusive Affidavit:** The undersigned party submitting this bid 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 SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
- 9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- 11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
- 12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature) (Printed name and title)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Phone) (E-mail)



## **ATTACHMENT A**

### **Scope of Work/Specifications**

1. SAHA/Beacon communities requires the services of a firm or individual to coordinate the provision of a resident services program to maintain compliance with HUD/TDHCA Tax Credit requirements.
  
2. The current program consists of the following as listed in the LUR (Land Use Restrictions):
  - After school program in conjunction with local schools
  - Adult education programs (i.e. ESL, job training, life skills, parenting and nutrition classes, etc.)
  - Health screenings and immunizations
  - Family counseling/domestic crisis intervention
  - Computer education
  - Emergency assistance and relief
  - Community outreach programs
  - Vocational guidance
  - Social/recreational activities
  - State Workforce Development and Welfare Program Assistance
  
3. SAHA/Beacon will provide the following:
  - Adequate space to provide services on the premises of the Apartments. The space will be a permanent, indoor, air-conditioned space with access to all utilities and restrooms, and be the greater of: four hundred square feet, (400 sf) or space equivalent to the product of the number of units at the Apartments multiplied by five (5) square feet.
  - Necessary furnishings to be used by the Provider in the community center including, but not limited to, suitable tables and chairs; one (1) flat-screen TV (26" or greater); one (1) DVD player; one (1) computer and peripheral equipment (monitor, keyboard, mouse and speakers with current Windows Office, current Browser and current operating system) FOR EVERY FORTY (40) apartment units (examples: 72 units requires 2 computers; 100 units requires 3 computers); one (1) laser or ink-jet printer FOR EVERY EIGHTY (80) apartment units; high-speed internet connection via DSL, ISDN or cable; AND access to copy machine, fax, telephone, and secured storage space. Owner agrees to keep all equipment in good working order and provide suitable replacement within seven (7) days, if equipment does not operate, is damaged, lost, or stolen.
  - Owner and its Management Agent at the Apartments agree to coordinate with Provider to inform residents about the Program and specific dates and times of specific services.
  - Maintain the space provided in a clean, functional, useable condition and in compliance with local codes.
  
4. Provider shall render the following:
  - Provider agrees not to use the Community Center for any illegal purposes. Use of the facility shall be in compliance with any rules and regulations of Owner for the Apartments or facility, which may be established or revised from time to time.
  - Provider shall use reasonable efforts to protect Owner's property when using same. Provider shall cooperate with Owner to obtain additional equipment.

- Provider agrees to provide Owner's Management Agent notice if any furnishings as described herein are missing or not in working order.
  - Provider shall provide all resident services supplies for use in the community center or office at no additional cost to Owner.
  - The Provider shall provide the appropriate 60 program and administration hours per month, and shall create, retain and make available to Owner all records of services provided in an appropriate binder format. Provider shall notify Owner's Management Agent of any staff replacement.
5. All other terms and conditions of the contract are negotiable and will be incorporated as mutually agreed upon by the contracting parties. Respondents please provide a copy of your standard contracts for resident services.

# **ATTACHMENT B**

## **HUD & Other Forms**

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

### **Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price. (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.