



... for the people

818 S. FLORES ST.

SAN ANTONIO, TEXAS 78204

www.saha.org

Procurement Department

**REQUEST FOR QUOTATIONS
For**

TRUCK TAILGATE LIFT

For

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

IFB #: 1103-065-68-3455

Prepared by:

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

President and CEO..... Lourdes Castro Ramirez

April 2011

General Terms and Conditions

- 1.0 SAHA CONTACT: All questions pertaining this Quote shall be addressed to Charles Bode, Assistant Director of Procurement at charles_bode@saha.org or by phone at 210-477-6703
- 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*, and HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 which are incorporated by reference. For copies of these documents contact the above named purchaser.
- 3.0 SAHA 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 SAHA to be in the best interest of 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 an award to the same bidder (aggregate) for all items; or,
 - 3.5.2 To make an 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 and those provided by written addendum.

- 5.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline. 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 to do so.
- 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 if listed in this Solicitation are for the purpose of determining best pricing per line item.
- 7.0 **METHOD OF AWARD:** SAHA may, at it's sole discretion, procure the applicable goods or services by issuance of a Purchase Order or execution of a Contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 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, product availability, Installation time.

- 9.0 **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.
- 10.0 **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.
- 11.0 **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.
- 12.0 **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.

- 13.0 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:
- 13.1 If applicable, local business license or permit issued by the City of San Antonio.
 - 13.2 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.
- 14.0 SPECIFICATIONS: The San Antonio Housing Authority requires the installation of one (1) new truck Tailgate lift as follows:
- 14.1 To be mounted to an agency owned 2011 Ford F250 long-bed extended cab truck after delivery (Vehicle is currently on order with estimated delivery of mid-June to early July).
 - 14.2 Reference: Tommy Gate 60-1040F11 TP or EA, Thieman TT12 or or SAHA Approved Equal.
 - 14.3 Quantity: One (1)
 - 14.4 Platform: 2 Piece platform shall be approximately 57" (+/- 2") wide by 36" deep (+/- 2") with a minimum of 4" of taper to assist loading material and a minimum 36" of lift travel. Platform may be either steel or aluminum.
 - 14.5 Lift: 1,000 pounds minimum dual cables or dual lift cylinders to insure an even and smooth lift.
 - 14.6 Controls: Main controls to be mounted on the curbside of unit and equipped with a remote control pendant. Circuit breaker shall be 150 amps minimum. Controls to be sealed and weather proof.
 - 14.7 Power: 12 volts DC electrically driven hydraulic pump. Motor and pump to be enclosed to prevent damage and have flow control valves to prevent overload/ overpressure to the hydraulics.
 - 14.8 Access: Gate must be capable of being dropped without lowering to access the bed of the pickup. Shall provide access to the spare tire and its operating mechanism in its stock location.
 - 14.9 Delivery: Vendor shall specify the time required to obtain and install the unit bid. Installation will not occur until after the vehicle is delivered to SAHA.
 - 14.10 Warranty: Vendor must provide a 2-year warranty minimum parts and labor warranty or manufacturer's standard whichever is greater.
 - 14.11 Responses must be received no later than: 12:00 Noon May 3, 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 210-477-6167

Emailed to: charles_bode@saha.org

15.0 **INSURANCE:** The following table details the standard liability policies with the required limits and waivers of subrogation required by SAHA unless specifically waived in any resulting contract:

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 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

16.0 **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 90 days after the delivery of the goods or service. If contractor fails to invoice within 90 days SAHA reserves the right to not pay the invoice.

17.0 **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.

18.0 **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).

19.0 **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.

- 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.

Quote Form, page 1

Due 12:00 Noon, May 3, 2011

1. Tailgate Lift Installed on Agency provided vehicle as specified.

TOTAL BID \$ _____

2. Product will be available in _____ days after notification.
3. Installation time after delivery of truck by agency: _____ days.

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: _____