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HOUSING AUTHORITY  
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818 S. FLORES ST.



SAN ANTONIO, TEXAS 78204



[www.saha.org](http://www.saha.org)

Procurement Department

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## **QUICK QUOTE**

**For**

**Alcohol and Drug Testing Services**

**For**

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

**Date Issued: February 9, 2017**

**Request for Quotations #:1604-952-07-4510**

**Closes: February 22, 2017 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 entities d/b/a San Antonio Housing Authority ("SAHA") hereby invites independent Contractors to submit bids for Alcohol and Drug Testing services.
- 2.0** **SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this quotation shall be addressed to Charles Bode, Asst. Director of Procurement, telephone 210-477-6703, fax 210-477-6167 or e-mail at marc\_ripley@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.
- 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.
- 4.6** SAHA intends to contract with one firm in an amount not to exceed \$50,000.00 over the contract term. SAHA will establish a contract term for a one (1) year period and reserves the right at SAHA's election to extend the agreement for four (4) additional one-year periods.
- 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 Request for Quotations must be submitted in writing eight (8) 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:** 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 Request for Quotations, 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.
- 11.0 AWARD CRITERIA AND RESPONSE REQUIREMENTS:** 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, quantity of testing sites, hours of service, return to work strategy / program.**

Respondent shall provide an outline of its "Return to Work Strategies/Program".

Twenty four (24) Hour service locations for testing and care are preferred at one or more locations within the San Antonio Metropolitan area. Respondent shall indicate its service hours on the bid response form.

- 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.

**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.

<b>Business Automobile Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
<b>Workers Compensation and Employer's Liability</b>	<b>Required Limits</b>
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
<b>Commercial General Liability</b>	<b>Required Limits</b>
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**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. 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:** 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.

**22.0 EPA REQUIREMENTS:** Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

This includes, but is not limited to:

Contain the work area.

Minimize dust.

Clean up thoroughly.

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *"Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,"* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to:

[www.epa.gov/lead/pubs/renovaterightbrochure.pdf](http://www.epa.gov/lead/pubs/renovaterightbrochure.pdf)

**23.0 GENERAL CONDITIONS:**

**23.1** Specifications are in Attachment A.

**23.2 Delivery Location:**

Service shall be provided at Contractor Designated Locations within the San Antonio, Texas geographic area and at remote sites as necessary.

**23.3 WARRANTY:** All services and goods provided pursuant to this Request for Quotations and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for the same or similar supplies.

**23.4 Equal:** Where applicable, 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 Payment:** 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 Request for Quotations unless otherwise specified in this Request for Quotations.

**23.7 Responses may be hand delivered to:**

**San Antonio Housing Authority,  
Procurement Department  
818 S. Flores, San Antonio, TX 78204  
RE: QQ: 1604-952-07-4510 Alcohol and Drug Testing  
Attn: Charles Bode, Asst. Director of Procurement  
or Emailed to: [charles\\_bode@saha.org](mailto:charles_bode@saha.org)  
or Faxed to: 210-477-6167 attn. Charles Bode**

**Quote Fee Sheet****Request for Quotations Closes on February 22, 2017 at 2:00 PM****State Law limits procurements using this method of solicitation to \$50,000.00 or less.****A. Testing Services to include the following:**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>	<b>Est. Qty*</b>	<b>Extended</b>
<b>1</b>	Breath Alcohol Test	\$	<b>20</b>	\$
<b>2</b>	Diphtheria Tetanus Test	\$	<b>1</b>	\$
<b>3</b>	UDS Test	\$	<b>200</b>	\$
<b>4</b>	eCup 5 Pannel Test	\$	<b>6</b>	\$
<b>5</b>	eCup 10 Pannel Test	\$	<b>180</b>	\$
<b>6</b>	TB Skin Test	\$	<b>3</b>	\$
	<b>Total Extended Price</b>			\$

\* Quantities indicated are based on historical estimates and may vary from year to year.

**B.****1. Indicate the number of locations available for performing services. \_\_\_\_\_****2. Indicate the number of locations able to provide 24 hour service. \_\_\_\_\_  
(Attach Location Maps to this bid form)****C. Sub-Contractors: Proposer shall identify sub-contractors if any:****1. ) \_\_\_\_\_****2. ) \_\_\_\_\_****Acknowledge Receipt of Addenda**

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

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

**Signature**\_\_\_\_\_  
**Signature**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Printed Name**\_\_\_\_\_  
**Company**\_\_\_\_\_  
**E-mail address if available**\_\_\_\_\_  
**Phone**\_\_\_\_\_  
**Fax**

## 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. 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 and 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.
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 Request for Quotations, and
8. 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.
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.

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

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

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

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



## **ATTACHMENT A**

### **Scope of Services**

**The selected Contractor shall provide the following services.**

1. On demand preventive, pre-employment, performance, and post-accident related testing services will include the following:
  - Breath Alcohol Tests
  - Diphtheria Tetanus Tests
  - eCup 5 Panel Tests  
Quick test for detection of five of the most commonly consumed street drugs such as cocaine, marijuana, amphetamines, basic opiates like heroin, and PCP
  - eCup 10 Panel Tests  
Quick test similar to the 5 panel test and adds testing for benzodiazepines, quaaludes, methadone, propoxyphene, barbiturates
  - UDS Tests  
Higher level test performed by a lab and certified by the Substance Abuse and Mental Health Services Administration
  - TB Skin Tests

#### **Contract Requirements:**

1. Where required, services performed shall conform to Substance Abuse and Mental Health Services Administration (SAMSHA) guidelines.
2. Contractor's selected laboratories, whether internal or sub-contracted, shall be Department of Health and Human Services (HHS) Certified.
3. Tests results indicating a "Double Negative" shall be processed by a medical review officer.
4. For the purposes of coordinating Worker's Compensation incidents, Contractor shall be in the Texas Star Network Political Subdivision Workers' Compensation Alliance network (<https://www.texasmutual.com/hcn/hcn.shtm>). (<http://www.pswca.org/>).
5. Contractor shall provide separate invoicing to multiple SAHA departments based on coding:
  - a. Pre-Employment testing coded service invoices shall be sent to the Human Resources Department located at 818 S. Flores, San Antonio Texas, 78204. The invoice must list services rendered, date, time and provide a location/address.

- b. Post-accident injury/illness urgent care and primary care for occupational injury/illness coded service invoices shall be sent to SAHA's Workers Compensation insurance carrier. All work status reports on employees shall be emailed and/or made available electronically to the Risk Management Department located at 818 S Flores, San Antonio, TX 78204.
  - c. Post-accident injury/illness testing coded service invoices shall be sent to the Risk Management Department located at 818 S Flores, San Antonio, TX 78204. The invoice must list services rendered, date, time and provide a location/address.
6. The Contractor shall accommodate walk-in service requests.
7. Post-accident urgent care and post-accident primary care services include any employee involved in an accident being sent for drug testing only if they do not have an injury. This is what occurs the majority of the time as the accidents are usually classified as minor (e.g. fender benders). If they are injured (minor, non-life-threatening), then they are also treated for their injury. SAHA will provide transportation of the employee to the Contractor's site for the drug testing and the medical evaluation except in the case of major and life-threatening injuries.
8. Contractor shall set up company profiles for SAHA to streamline invoicing, review and payment establishing a point of contact for each of the following areas:
  - Human Resources
  - Risk Management
  - Workers' Compensation
9. Contractor shall have staff available to meet with appropriate SAHA personnel on a quarterly basis to discuss customer service, challenges, updates, staffing, trends, observations and feedback.
10. Estimated Quantities:

Quantities used in this solicitation are based on historical information for the purposes of evaluation and may not reflect future usage. Actual usage may vary in quantity from year to year.

**The remainder of this page is intentionally blank.**

## **ATTACHMENT B**

### **HUD Forms – Table 5.1**

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. SAHA 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.** SAHA, 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).** SAHA 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) SAHA may terminate this contract in whole, or from time to time in part, for SAHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). SAHA 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 SAHA 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 SAHA, SAHA 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), SAHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by SAHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by SAHA; 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 SAHA by the Contractor. In the event of termination for cause/default, SAHA 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.