



QUICK QUOTE

For

Towing Services Agency Wide

For

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

Date Issued: April 17, 2019

Quick Quote #: 1903-968-90-4906

Closes: May 6, 2019 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 (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids for the towing of illegally parked, wrecked, and abandoned vehicles from the various SAHA properties.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this solicitation shall be addressed to Shayne Everett-Endres, Purchasing Agent, telephone 210-477-6254, fax 210-477-6167 or e-mail at shayne_everett-endres@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.**
- 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 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 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.

- a. Fee per service,
- b. Capability and capacity,
- c. Experience and facilities.

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.

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.	\$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 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

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 (This section applies only to Painting): 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

23.0 GENERAL CONDITIONS:

23.1 Scope of Work is Attachment A.

23.2 Location of Property:

All SAHA properties to include its affiliates (Exhibit B).

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 may be hand delivered to:

**San Antonio Housing Authority,
Attn: Shayne Everett-Endres, Purchasing Agent,
818 S. Flores, San Antonio, TX 78204
or
Faxed to: Attn. Shayne Everett-Endres at 210-477-6167
or
Emailed to: shayne_everett-endres@saha.org**

23.9 Term of Contract: The initial term shall be for one year with the option to renew for up to four additional one year terms at the sole discretion of SAHA.

Quote Fee Sheet
Quick Quote Closes on May 6, 2019 at 2:00 PM
1903-968-90-4906

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

1. Pricing:

Towing fees may not exceed those established by the City of San Antonio or by Texas Department of Licensing and Regulation (TDLR). Contractor must use the lesser fee established. Proposers must state their basic towing fees and storage fees on the fee page. Failure to provide the fees shall disqualify the proposal.

Item No.	Description	Cost
1	Towing of abandoned & junk vehicles (cars & pickups)	\$
2	Towing of improperly parked vehicles(cars & pickups)	\$
3	Towing of illegally parked vehicles (ex. in handicapped only) (cars & pickups)	\$
4	Storage of towed vehicles per day (cars & pickups)	\$
5	Towing of SAHA owned vehicles inside Loop1604	\$
6	Towing of SAHA owned vehicles outside Loop 1604	\$
7	Towing Signs and Posts installed each	\$

2. Include a 3-5 page statement covering the following topics:

- a. The number of State citations and result of each for the past five (5) years,
- b. The equipment inventory for your firm,
- c. The location and ownership of your storage facility,
- d. Your experience and the firm's longevity and history to include contracts and/or clients.

Include photos of the storage facility, business office and typical equipment.

3. Sub-Contractors: Proposer shall identify his sub-contractors if any:

- a) _____
- b) _____

Company Name: _____



Acknowledge Receipt of Addenda

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

_____	_____
Signature	Date
_____	_____
Printed Name	Company

E-mail address if available	
_____	_____
Phone	Fax



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]

Scope of Work

1.0 SCOPE OF PROPOSAL/General Conditions:

Contractors shall perform the requested towing services including removal of junk vehicles, removal of vehicles improperly parked, removal of vehicles illegally parked, removal of abandoned vehicles, and other towing related services, **only when specifically requested from SAHA or Beacon Communities properties**, as specified herein. SAHA reserves the right to select more than one contractor.

1.1 REGULATORY:

Contractor(s) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this solicitation.

1.2 TYPES OF SERVICES:

The selected Contractor(s) shall at a minimum provide the services listed below **only when initiated or requested by SAHA**. All charges shall be the responsibility of the vehicle's owner or his authorized agent:

- 1.2.1 Abandoned and junk vehicles as defined.
- 1.2.2 Improperly parked vehicles such as no parking zones or handicapped designated space without having proper tags.
- 1.2.3 Towing of illegally parked vehicles (ex. in handicapped only).
- 1.2.4 Notify the registered owner of the location & cost to recover the vehicle when a vehicle is towed as required by State law, regulation and/or City of San Antonio Ordinance and regulations.
- 1.2.5 Store towed vehicles, except SAHA owned vehicles.
- 1.2.6 SAHA vehicles. (Must be towed to a SAHA specified location only)
- 1.2.7 Supply and install pole and signs at the assigned properties which are compliant with State and local regulations at the various properties/locations in accordance with all state and local requirements.
 - 1.2.7.1 Signs at a minimum shall include any required regulatory language, the name of the towing service, address and phone number, and address of the storage facility. The phone must be answered 24 hours per day 7 days per week.
 - 1.2.7.2 If additional signs over and above the minimum required by law or regulation are requested SAHA will pay for the additional signs. Price will include installation.
- 1.2.8 Someone must be available to release any towed vehicle at least between the hours of 6:00 a.m. and 11:00 p.m. daily including holidays.
- 1.2.9 Storage fees shall only be assessed after the vehicle has been stored at the storage facility for greater than 24 hours.
- 1.2.11 Provide a written inspection report and pictures to the property manager or other SAHA agent requesting the tow. The inspection report may be a standardized form but must be manually signed by the tow driver and include his legibly printed name and TDLR license number, date and time of the tow. A copy must be left prior to the driver leaving the property. The pictures shall be sent electronically not later than the next business day.

1.3 REQUIRED EQUIPMENT:

The contractor is responsible for providing the following items and all other ancillary equipment necessary to provide for the specified services.

1.3.1 Light, Medium and/or Heavy duty wreckers required to remove the unwanted vehicles.

1.3.2 Dollies or other mechanisms for removing disabled or non-rolling vehicles.

1.3.3 Storage facilities either owned, leased, rented or subcontracted.

1.3.4 Digital cameras and software required to provide pictures of the vehicles removed along with an inspection report prior to towing the vehicle from the SAHA property to the agent requesting the tow. Contractor shall take at least four pictures (Front, Driver's side, rear, and passenger side) which provide enough clarity to make a reasonable determination of the state of the exterior of the vehicle.

1.3.5 Any other equipment required to conduct the towing services including but not limited to: tape measures, flashlights, chains, office supplies, flares, etc.

1.4 LICENSING & CERTIFICATION:

Contractor shall hold a valid Incident Management License issued by the Texas Department of Licensing and Regulation (TDLR) and all other necessary licenses and permits required by the City of San Antonio or other regulatory agencies having authority in the jurisdiction where the towing services are to be performed. All operators must be Certified and/or licensed in accordance with TDLR requirements. Copies of the permits, certifications, and/or licenses shall be provided on award of a contract.

1.5 PRODUCT QUALITY STANDARD:

Contractor shall provide towing services that meet or exceed acceptable industry standards and in all cases meet or exceed the requirements of HUD and SAHA and not damage or harm any vehicle or property during the rendering of the towing services and comply with any TDLR and City of San Antonio requirements.

1.6 Responsibility for Subcontractors:

All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. At all times the Prime Contractor remains liable to SAHA for the performance and compliance of the subcontractors.

1.7 PERSONNEL:

In compliance with TDLR, City of San Antonio, and SAHA requirements, Contractor shall perform criminal history checks and drug screening tests on all current & prospective employees performing work under this solicitation and any resulting contract and provide summaries of the results to designated SAHA department/personnel, if requested. Employees & prospective employees whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or sexual offenses will not be employed to perform work under this solicitation or any resulting contract. Criminal history and drug screening checks will be completed at the sole expense of the Contractor.

1.8 COMMUNICATIONS:

1.8.1 Form: All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing to SAHA Procurement Office.

1.8.2 Notice to Contractor: Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.

1.8.3 Notice to SAHA: All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to SAHA Procurement Office at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Contractor for such purpose.

1.8.4 Receipt: Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

1.9 IDENTIFICATION:

Contractor shall provide distinctive ID badges and uniforms which clearly identify them and the Contractor, for all employees working on SAHA's properties or with SAHA clients. No employee will be allowed on SAHA's properties or contact with SAHA clients without his/her ID badge and uniform on his/her person. Contractor must submit to SAHA's Procurement Department a sample of his/her ID badge/uniform prior to signing a contract if requested. Contractor(s) is to report personnel changes as they occur and prior to the person reporting to SAHA's property or contacting a SAHA client. All wreckers shall be clearly identified as required by TDLR to include company name, telephone number, and TDLR license number.

1.10 VOLUME:

SAHA does not guarantee any minimum or maximum amount of vehicles to be removed from its properties. Previous volumes have been between 120 and 160 vehicles per year.

1.11 AWARD:

SAHA may award to multiple firms or a single firm, if multiple firms awarded each firm will be assigned a set of properties for which to provide service. Award will be based on the fees charged (not to exceed the fee structure established by the City of San Antonio) and the firm's capacity and experience.

1.12 TOW PROCEDURES:

A copy of SAHA's towing procedure is attached hereto as exhibit A.

1.13 MEETINGS:

Contractor(s) will be required to attend meetings with SAHA Management, when requested, to discuss code/law/regulatory updates. Occasional meetings maybe necessary to discuss other SAHA needs such as additional signs to be posted.

ATTACHMENT B

HUD & Other Forms (Add additional Forms as required) |

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.

EXHIBIT A

SAHA Tow Procedures

PROCEDURES FOR REMOVAL OF ABANDONED MOTOR VEHICLES

A property may tow a vehicle without risk in the following situations:

1. Written or oral notice of towing is actually received by the vehicle owner
2. A Notice is taped to the windshield and the vehicle was later illegally parked elsewhere
3. Notice is taped to the front windshield and 15 day notice is also given via certified mail to the vehicle owner
4. Vehicle is parked unlawfully in a properly marked handicap parking space
5. Vehicle is obstructing an aisle, entry or exit to a parking facility
6. Vehicle is obstructing a pedestrian or vehicle gate
7. Vehicle is obstructing garbage truck or pedestrian access to a dumpster
8. Vehicle is blocking another vehicle from exiting a parking space
9. Vehicle is parked in a properly marked fire lane
10. Vehicle is parked in a brightly painted "tow away zone" in accordance with standards
11. Vehicle is leaking fluid that presents a hazard or threat to persons or property

A property must give a 10 day notice before they may tow a vehicle in the following circumstances:

1. Vehicle is parked on the property and has an expired registration
2. Vehicle is parked on the property with an expired state inspection
 - This may not apply if the car is considered an antique

A vehicle is considered abandoned and may be towed when it is:

1. Inoperable, more than five (5) years old, and has been left unattended for more than 48 hours on public property
2. Vehicle is illegally parked on property more than 48 hours
3. Vehicle has remained on private property without the consent of the owner for more than 48 hours.

Towing procedures must be in compliance with Chapter 2308 of the Texas Occupations Code

EXHIBIT B
Property Listing:
Central Office
Public Housing
Beacon Communities
Scattered Sites

Property Listing:
~Do Not Patrol Properties~

Central Office: 818 – 820 S. Flores St., San Antonio, 78204

Convent Bldg A: 210 S. Grimes St.

Convent Bldg B: 210 S. Grimes St.

Convent Bldg C: 210 S. Grimes St.

Convent Bldg D/Annex "D": 1900 Montana St

Sheriffs Annex: 210 Garcia St

Springview Administrative Bldg: 722 S. Rio Grande St.

Springview Apt. Maintenance Bldg: 722 S. Rio Grande St.

Springview Senior (40):

Public Housing Properties	# of Units	Phone #	Address	Zip
Alazan Apache				
Guadalupe	741	477-6290	1011 S. Brazos	78207
Blanco	100	477-6302	906 W. Huisache	78201
Cassiano	499	477-6306	2919 S. Laredo	78207
Charles Andrews	52	477-6314	4060 Medical Dr.	78229
Cheryl West	82	477-6318	333 W. Cheryl	78228
Christ The King	48	477-6321	4502 W. Martin	78237
Col. George Cisneros	55	477-6323	3003 Weir Avenue	78226
College Park	78	477-6326	2011 N. Flores	78212
Cross Creek	66	477-6331	2818 Austin Hwy	78218
Escondida	20	477-6477	2514 Vance Jackson	78213
Fair Avenue	216	477-6341	1215 Fair Avenue	78223
Francis Furey	66	477-6345	4902 Gus Eckert Lane	78240
Frank E. Hornsby	59	477-6348	740 Rice Rd	78220
Glen Park	26	477-6361	121 Avenue M.	78212
Henry B. Gonzalez	51	477-6350	5811 Ingram Rd	78228
Highview	68	477-6353	1351 Rigsby	78210
Jewett Circle	75	477-6357	425 S.W. 34th. St	78237
Kenwood Manor	9	477-6361	121 Avenue M.	78212
Kenwood North	53	477-6361	121 Avenue M.	78212
L.C. Rutledge	66	477-6435	11301 Roszell	78217
Le Chalet	34	477-6655	832 E. Grayson	78208
Lewis Chatham	119	477-6372	6405 S. Flores	78214
Lila Cockrell	70	477-6367	3500 Pleasanton	78221
Lincoln Heights	338	477-6316	1315 N. Elmendorf	78207
Linda Lou	10	477-6430	124 Linda Lou	78223
Lofts at Marie McGuire	63	477-6378	211 N. Alamo	78205
Madonna	60	477-6376	7710 Madonna	78216
Matt Garcia	55	477-6341	6114 Pecan Valley Dr.	78223
Midway	20	477-6430	545 E. Mitchell	78210

Mirasol	174	477-6383	4222 El Paso	78237
Mission Park	100	477-6395	5825 Analissa	78214
Morris C. Beldon	35	477-6298	7511 Harlow	78218
O.P. Schnabel	70	477-6193	919 S. Main Ave.	78204
Olive Park	26	477-6454	1015 N. Olive	78202
Palm Lake	11	477-6384	Office at 4222 El Paso	78237
Park Square	26	477-6326	800 E. Park	78212
Parkview	153	477-6409	114 Hickman	78212
Pin Oak I	50	477-6421	7190 Oaklawn	78229
Pin Oak II	22	477-6424	7180 Oaklawn	78229
Raymundo Rangel	26	477-6425	1021 S. San Eduardo	78237
Riverside	74	477-6430	515 Riverside	78223
Sahara Ramsey	16	477-6376	10004-10012 Sahara	78216
San Pedro Arms	16	477-6302	2103 San Pedro	78212
South San	30	477-6443	2357 W. Southcross Blvd.	78211
Springview	182	477-6454	722 S. Mel Waiters Way	78203
Sun Park Lane	65	477-6457	4523 Lavendar Lane	78220
Sunflower	9	477-6384	Office at 4222 El Paso	78237
T L Shaley	66	477-6472	4827 Pettus	78228
Tarry Towne	98	477-6477	315 Vance Jackson	78201
Victoria Plaza	185	477-6495	411 Barrera	78210
Villa Hermosa	66	477-6611	327 N. Flores	78205
Villa Tranchese	201	477-6325	307 Marshall	78212
Villa Veramendi	166	477-6616	615 Barclay	78207
Village East	24	477-6454	819 N. Hackberry	78202
Villas de Fortuna	28	477-6384	Office at 4222 El Paso	78237
WC White	75	477-6655	618 N. Hackberry	78202
Westway	152	477-6176	5627 Culebra	78228
William Sinkin	50	477-6628	1518 Amanda	78210
Williamsburg	15	477-6477	118-120 Williamsburg	78201

Beacon Communities	Unit #	Address	Zip	Phone
Bella Claire	67	2618 Nacogdoches Rd.	78217	(210) 477-6300
Burning Tree	108	14438 Jones Maltzberger Rd.	78247	(210) 494-4540
Castle Point	220	5320 Blanco Road	78216	(210) 477-6310
Churchill	40	14121 Churchill Estates Blvd.	78248	(210) 477-6310
Claremont	4	131 Claremont	78209	(210) 477-6300
Converse Ranch I	124	8355 Crestway Drive	78109	(210) 661-3260
Converse Ranch II	104	8355 Crestway Drive	78109	(210) 661-3260
Dietrich	30	4618 Dietrich Road	78219	(210) 477-6334
Encanta Villa	56	5300 Encanta Villa	78233	(210) 477-6335

Homestead	157	5800 Medina Base Road	78242	(210) 477-6355
La Providencia	90	2525 Castroville Road	78237	(210) 477-6364
Legacy at Crown Meadows	192	7700 Ingram Road	78251	(210) 509-8084
Pecan Hill	100	1600 Lawndale	78209	(210) 477-6417
Sunshine Plaza	100	455 E. Sunshine	78228	(210) 477-6462
Villa de San Alfonso	29	2101 Vera Cruz	78207	(210) 431-0500
Villa de Valencia	104	13656 O'Connor Road	78233	(210) 653-4400
Warren House	7	401 Warren St	78212	(210) 477-6300

Scattered Sites	Unit Address	City	Zip Code
Cassiano Scattered			
	1806 Paso Del Sur	San Antonio	78207
	1811 Paso Del Sur	San Antonio	78207
	303 San Carlos	San Antonio	78207
	2910 Cumbre	San Antonio	78237
	3706 Zenia Circle	San Antonio	78237
	3710 Zenia Circle	San Antonio	78237
	611 Patton	San Antonio	78237
Charles Andrews Scattered			
	1318 Meadow Knoll	San Antonio	78227
	6751 Middle Oak	San Antonio	78227
	5511 Rush Hill	San Antonio	78228
	5531 Ivanhoe	San Antonio	78228
	10203 Sunrise Field	San Antonio	78245
	10230 Athens Field	San Antonio	78245
	2819 Cherry Field	San Antonio	78245
	2920 Wood Circle	San Antonio	78250
	5518 Ridge Run	San Antonio	78250
	7239 Hardesty	San Antonio	78250
	7426 Alverstone Way	San Antonio	78250
	9007 Fromage Street	San Antonio	78250
	9211 Ridge Wilde	San Antonio	78250
	9215 Valley Haven	San Antonio	78250
	9354 Valley Gate	San Antonio	78250
	9535 Valley Dale	San Antonio	78250
Cross Creek Scattered			
	14015 Greenjay	San Antonio	78217
	14054 Greenjay	San Antonio	78217
	4969 Champlain	San Antonio	78217
	4814 Castle Path	San Antonio	78218
	5131 Village Court	San Antonio	78218
	5230 Village Glen	San Antonio	78218
	5251 Village Haven	San Antonio	78218
	5942 Midcrown	San Antonio	78218
	6503 Shady Bluff	San Antonio	78218
	5031 Casa Verde	Live Oak	78233
	12038 Stoney Bridge	San Antonio	78247

Highview Scattered

4019 Bremen	San Antonio	78210
2931 Wishing Lake	San Antonio	78222
4903 Pecan Estate	San Antonio	78222
2510 Christian Drive	San Antonio	78247

L.C. Rutledge Scattered

5023 Lakewood	San Antonio	78220
5811 Lake Front	San Antonio	78222
4318 Timberhill	San Antonio	78238
1002 Harbour Gray	San Antonio	78245
10203 Canton Field	San Antonio	78245
10210 Barron Field	San Antonio	78245
1022 Fillmore	San Antonio	78245
5943 Hidden Dale	San Antonio	78250
7322 Lansbury	San Antonio	78250
7323 Lansbury Drive	San Antonio	78250
7771 Alverstone Way	San Antonio	78250
2318 Frontier Trail Dr	San Antonio	78251
518 Dawnview	San Antonio	78213
618 Marchmont	San Antonio	78213
7570 Bluestone	San Antonio	
13919 Brays Forest	San Antonio	78217
14231 Swallow Dr	San Antonio	78217
335 Shropshire	San Antonio	78217
4430 Summer Wind	San Antonio	78217
4934 Grey Hawk	San Antonio	78217
4957 Champlain	San Antonio	78217
5134 Anacancho	San Antonio	78217
9410 Brightview	San Antonio	78217
9502 Nona Kay Dr	San Antonio	78217
5002 Village Crest	San Antonio	78218
5047 Galahad	San Antonio	78218
5111 Village Way	San Antonio	78218
5823 Castle Run	San Antonio	78218
13083 Feather Ridge	Live Oak	78233
13236 Lark Place	Live Oak	78233
14734 Hillside View	Live Oak	78233
15011 Eagle Run	Live Oak	78233
4706 Guadalajara	Live Oak	78233
4750 Casa Verde	Live Oak	78233
4846 Casa Verde	Live Oak	78233
5730 Champions Hill	Live Oak	78233
5735 Champions Hill	Live Oak	78233
5907 Kissing Oak	Live Oak	78233
13215 Lark Gate	San Antonio	78239
8413 Maple Ridge	San Antonio	78239
12202 Ridge Corner	San Antonio	78247
15402 Walnut Creek	San Antonio	78247
16602 Boulder Ridge	San Antonio	78247
3511 Stoney Bluff	San Antonio	78247
4406 Knoll Valley	San Antonio	78247
5114 Stockman	San Antonio	78247

Mirasol Scattered

4818 Lark Avenue	San Antonio	78228
4839 Lark Avenue	San Antonio	78228
7534 Meadow Lawn	San Antonio	78251

Mission Park Scattered

4134 Winesap Dr	San Antonio	78222
4150 Freestone	San Antonio	78222
5619 Texoma	San Antonio	78222
5631 Texoma Dr	San Antonio	78222
539 Hot Wells	San Antonio	78223
3118 Coconino	San Antonio	78211
618 Whitman	San Antonio	78211
210 Tidewind	San Antonio	78221
307 Tidewind	San Antonio	78221
3302 Scarlet O'Hara	San Antonio	78221
447 Villaret	San Antonio	78221
515 Tidewind	San Antonio	78221
547 E Villaret	San Antonio	78221
9023 Yett	San Antonio	78221
9350 Yett Avenue	San Antonio	78221
9354 Yett Avenue	San Antonio	78221
9438 Yett Avenue	San Antonio	78221
9331 Natchez Trail	San Antonio	78223
9506 Showboat Dock	San Antonio	78223
9519 Tarleton	San Antonio	78223
9527 Tarleton	San Antonio	78223
1147 Kendalia	San Antonio	78224
2518 Patron	San Antonio	78224
9206 Ozalid	San Antonio	78224
9118 Seafarer	San Antonio	78242

San Carlos Home

921 San Carlos	San Antonio	78207
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San Juan Scattered

315 Patton	San Antonio	78207
1523 Noble Oak	San Antonio	78227
6707 Middle Oaks	San Antonio	78227
6714 Blue Oak Lane	San Antonio	78227
6718 Blue Oak Lane	San Antonio	78227
930 Pleasure Park	San Antonio	78227
2459 Texas Ave	San Antonio	78228
5602 Brookhill	San Antonio	78228
6011 Wampum	San Antonio	78238

Springview Scattered

427 Clark	San Antonio	78203
2826 Spokane	San Antonio	78222
2947 Wishing Lake	San Antonio	78222
3511 Bottomless Lake	San Antonio	78222
3511 Lake Tahoe	San Antonio	78222
3542 Lake Tahoe	San Antonio	78222
4115 Family Tree	San Antonio	78222
4318 Golden Spice	San Antonio	78222

4214 Kilrea	Kirby	78219
1707 Dell Haven Dr	San Antonio	78220
303 Tomrob Dr	San Antonio	78220
4243 Dysart	San Antonio	78220
4350 Algruth	San Antonio	78220
4404 Hampstead	San Antonio	78220
4711 Creekmoor	San Antonio	78220
4904 Huntsmoor	San Antonio	78220
4906 Waycross	San Antonio	78220
4910 Huntsmoor	San Antonio	78220
4938 Melvin	San Antonio	78220
506 Carol Crest	San Antonio	78220
511 Upland	San Antonio	78220

Tarry Towne Scattered

10145 Galesburg	San Antonio	78250
7446 Rimhurst	San Antonio	78250
2227 Ramona	San Antonio	78201
1831 Lampost Rd	San Antonio	78213
226 Milford Dr	San Antonio	78213
438 Basswood	San Antonio	78213
13606 High Chapel	San Antonio	78231
10418 Counrty Horn	San Antonio	78240
10442 Country Bluff	San Antonio	78240
11206 Prairie Spring	San Antonio	78240
12511 Valle De Zavala	San Antonio	78240
11227 Spring Mint	San Antonio	78249
4906 Cheddar Dr	San Antonio	78249
7130 Spring Grove	San Antonio	78249