



**SAHA** | SAN ANTONIO  
HOUSING AUTHORITY  
Opportunity Lives Here

818 S. FLORES ST.



SAN ANTONIO, TEXAS 78204



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

Procurement Department

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## **QUICK QUOTE**

**For**

**Answering Services  
for Various Non-Profit Properties  
For**

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

**Date Issued: October 23, 2013**

**Quick Quote #: 1310-915-49-4112**

**Closes: November 13, 2013 at 11:00 AM**

Prepared by:

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

President and CEO..... Lourdes Castro Ramirez

- 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 **Answering Services for various Non-Profit Properties to be utilized to maintain a constant point of contact for residents, partners and the general public.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions or request for documents pertaining to this solicitation shall be addressed to **Patti Earnest, Purchasing Agent, telephone 210-477-6170**, fax 210-477-6167 or e-mail at [patti\\_earnest@saha.org](mailto:patti_earnest@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:** 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.
- 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.

**Cost**

- 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>Professional Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
<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 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
<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:** Invoices shall be sent to: San Antonio Housing Authority, Accounts Payable, P.O. Box 830428, San Antonio, TX 78283-0428 or may be e-mailed to [Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org). Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. 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 INDEMNITY:** 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, AND **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SAHA.**

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 Scope of Work is Attachment A.**

**23.2 Location of Property:**

**Various Non-Profit Properties owned and/or managed by SAHA. See Attachment C for a listing of these properties.**

**23.3 WARRANTY: not applicable**

**23.4** 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: Patti Earnest, Purchasing Agent  
818 S. Flores, San Antonio, TX 78204**

**or**

**Faxed to: Attn. Patti Earnest at 210-477-6167**

**or**

**Emailed to: [patti\\_earnest@saha.org](mailto:patti_earnest@saha.org)**

**Quote Fee Sheet**  
**Quick Quote Closes on November 13, 2013 at 11:00AM**  
**1310-915-49-4112**

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

1. Cost for **Answering Services for Various Non-Profit Properties** per the specifications in this solicitation.

\$\_\_\_\_\_ monthly fee (all inclusive)

(Selected vendor must start January 1, 2014)

2. Enclose a one page summary of your company's related experience.
3. Sub-Contractors: Proposer shall identify his sub-contractors if any:

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

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

**Acknowledge Receipt of Addenda**

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

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

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

Company Name\_\_\_\_\_

### 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 solicitation, 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 Work**

**SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS:** Contractor shall provide the following detailed services for a period of one (1) year with the possibility of three (3) one year extensions, if awarded a contract pursuant to this qq (quick quote):

1. 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 qq.
2. Contractor(s) shall furnish at their own expense, all labor, tools, equipment, including but not limited to equipment required to have Verizon Radio Alert capability, materials and supplies, required to provide answering service tasks/functions for each property, as specified herein with no exceptions.
3. Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development.
4. Contractor(s) shall have work crews, qualified by training and experience, to perform the work required.
5. Contractor(s) shall perform criminal history checks and drug screening tests on all prospective employees performing work under this qq and any resulting contract and provide summaries of the results to SAHA CA, at the sole expense of the Contractor. Prospective employees whose criminal history check discloses a misdemeanor or felony involving public indecency or harm to persons or property will not be employed to perform work under this qq or any resulting contract. Contractor(s) is required to perform drug screening of all employees and to ensure acceptable test results.
6. Contractor'(s) personnel shall conduct all work in a professional manner, even when dealing with residents, staff or other callers in high stress situations.
7. Contractor shall replace any employee deemed unacceptable by SAHA, within two (2) business days.
8. Contractor is required to answer all incoming calls during off-duty hours and office closures seven days a week. Approximately 1000 calls can be received during peak months.
9. Contractor is required to answer all incoming calls during normal business hours when SAHA staff is out of the office.

**9.1** There will be times that SAHA staff notifies the Contractor they are forwarding the phones to show units or walk the property.

**9.2** When phones are forwarded for this purpose, SAHA staff must provide

the Contractor an emergency cell and/or Verizon Radio Alert number.

**9.3** This number will only be used by the Contractor to check status of SAHA employee, if the phones are not taken off forward within 1 hour.

**9.4** If there is no answer or the employee fails to respond to the Contractor's calls within 5 minutes, the Contractor shall contact the Director for that property.

**10.** Contractor shall provide qualified Bilingual English/Spanish operators, at all times, to perform the work required of this qq and any resulting contract.

**11.** All incoming calls shall be answered by the third ring.

**12.** Contractor shall answer calls for the Non-Profit Properties (approximately 10 Properties) with the following phrase, "Thank you for calling "the Property Name". This is the Answering Service. May I help you?".

**12.1** This may require multiple lines so as to distinguish properties and forward messages to the appropriate contact.

**12.2** The cost of any such lines or other equipment necessary to meet this requirement shall be at no additional cost to SAHA.

**13.** Contractor shall record the following from each caller:

**13.1** Caller's name

**13.2** Caller's phone number

**13.3** Development Name call is concerning

**13.4** Caller's apartment number and/or address

**13.5** Location within unit, i.e.; bedroom, living room, etc.

**13.6** Caller's concern(s) or inquiry (For Non-Profit properties this may include inquiries into leasing a unit (including unit size, bedrooms required, anticipated date of move-in, etc.)

**14.** Contractor shall determine if the call is a legitimate emergency by referring to the attached emergency listing. In addition, any call that suggests it could involve health, life, safety or imminent damage to property, will be considered an emergency. Contractor's personnel answering calls, shall ask questions of the caller to determine the true nature of the call, if it is not readily apparent.

**15.** If the situation is not an emergency:

**15.1** The Contractor shall inform the caller the information will be forwarded to SAHA on the next business day.

**15.2** In situations when the phones are forwarded during office hours, the

messages shall be forwarded within one hour, to the appropriate property.

**16. If the situation is an emergency:**

**16.1** The Contractor shall contact the appropriate On-Call SAHA staff via cell phone or Verizon Radio Alert Option. If the on-call staff does not respond within 10 minutes or if the Maintenance Technician refuses to take the call, Contractor shall contact the Maintenance Supervisor by cell phone or Verizon Radio Alert option. A list of developments with the on-call cell/Verizon Radio Alert Option numbers and Maintenance Supervisor and their phone numbers will be provided to the Contractor(s) when award is made. Contractor shall continue up the call list for that property until contact is made, even if this requires escalation to the level of the Director.

**16.2** For calls received after hours, holidays or weekends, Contractor shall email no later than 9:00 am, on the next business day all information received from the previous shift. This shall include at a minimum, the name of the person contacted at SAHA to respond to the emergency situation, time and date of call, along with the information detailed in section **13** above. This e-mail shall also include details of any problems or concerns that arose with the call, such as difficulty in making contact with the listed on-call SAHA staff for that property and steps that were taken to resolve the situation. This e-mail shall be sent to the property which was the subject of the call.

**17.** All calls shall be recorded and be available to SAHA upon request in a WAV file format.

**18.** Contractor shall provide SAHA, with a monthly activity report for each property. The report shall contain at a minimum, the following information:

**18.1** List of Properties

**18.2** Number of calls per property

**18.3** Number of Faxes per property

**18.4** Number of e-mails per property

**18.5** Additional information for inclusion in report as may be requested by SAHA.

**19.** Contractor shall inform SAHA Contract Administrator within two (2) working days of any change in contact information, including but not limited to contact personnel, mailing address, physical address, phone numbers and email addresses.

## EMERGENCY REFERENCE LIST

Any call that suggests it could involve health, life, safety and/or to prevent imminent damage to property will be considered an emergency. Additionally, the following are examples with descriptions for items to be classified as emergencies

<b><u>EMERGENCY</u></b>	<b><u>DESCRIPTION</u></b>
Air Conditioner	This will be considered a Customer Service Priority and treated as an emergency for Elderly or families with Disabled family member.
Broken Pipe	Outdoor pipes with water or sewage running onto property or into streets.
Broken Pipe/Flooding	Water/sewage coming into an apartment or building, creating potential for property damage. Water that leaks into a sink or bathtub or that can be reasonably contained is not an emergency. Toilets that are stopped up but not continually flooding are not an emergency (if the unit has more than 1 toilet).
Carbon Monoxide Fumes	Fumes from improperly vented (misaligned or missing chimney/ventilation system) gas furnaces or hot water heaters.
Ceiling	Waterlogged ceiling in imminent danger of falling
Collapsed Steps	Common area steps that are collapsed or missing and may cause a dangerous situation.
Damaged Structure/Equipment	Potential for bodily harm from ceiling buckling, falling structure or sharp edges.
Dryer Vents	Missing/Damaged/Inoperable vents. (From common laundry area only.)
Electrical Outage	An entire apartment or building.
Electrical Hazards	Water leak on/near (approaching) electrical equipment.
Electrical Hazards	Exposed wiring. Downed electrical lines.
Elevator	Elevator not operating.
Emergency/Fire Exits	Marked emergency exits are chained, locked, blocked or broken so they cannot be used.
Exposed Electrical Wires	Missing or broken breakers, fuses, cover plates, switches or outlets, which expose live electrical wires.
Fire Extinguishers	Missing/Damaged/Expired extinguishers for building system (not in units).
Fires	Fires inside or immediately outside the unit that may endanger people or property.

Gas Leaks	Natural, Methane or Propane gas leaks inside or outside a unit/building. Includes vacant and/or unoccupied units/buildings. Smell of fumes.
Glass	Broken window glass which affects security, is a cutting hazard or occurs with inclement weather.
Heating	This will be considered a Customer Service Priority and treated as an emergency.
Locks	Broken or missing which affect unit and/or building security.
Locked in apartment	People are in the apartment and cannot get out.
Locked out	Apartment is locked with no one inside and there is a situation potentially causing property damage. A resident who is locked out for various reasons will be considered a Customer Service Priority and treated as an emergency.
Pools	Fencing damaged/not intact.
Refrigerators	Inoperable- This will be considered a Customer Service Priority and treated as an emergency for Elderly and/or Disabled as well as family with medications that must be refrigerated.
Security	Exterior entry door(s) or windows that cannot be locked, to secure the apartment/building. Swimming pools that cannot be secured.
Smoke Detector	Smoke detectors missing or inoperable.
Toilet	Lack of functioning toilet. (In apartments with only one toilet)
Tripping/Falling	Raised surface, missing handrail, missing manhole cover, hole in surface where someone could trip or fall.
Water leak	Water actively leaking from roof or ceiling. (also, see broken pipes/flooding)
Windows	Security bars prevent egress.

## **ATTACHMENT B**

### **HUD Forms**

**TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2**  
**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. 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 of 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.



## **ATTACHMENT C**

### **Property Listing**

NON PROFIT DEVELOPMENT LISTING						
Development	# Units	Co# / Bus Unit	Phone	Property Manager	Regional Mgr / Community Manager	Elderly/ Disabled or Family
<b>Bella Claire Apartments</b> 2618 Nacogdoches / 78217	67	142 1425475	Ph: 477-6300 Fax: 829-1770	Maria Hernandez, Asst. Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:maria_hernandez2@saha.org">maria_hernandez2@saha.org</a>		Family
<b>Castle Point Apartments</b> 5320 Blanco Road / 78216	220	113 1105226	Ph: 477-6310 Fax: 366-2978	Crystal Gonzales, Community Manager Ext. 6311 / Cell# 559-3329 / Radio# 273 <a href="mailto:crystal_gonzales@saha.org">crystal_gonzales@saha.org</a>		Family
<b>Churchill Estates</b> 14121 Churchill Estates / 78248	40	137 1375280	Ph: 477-6310 Fax: 366-2978	Crystal Gonzales, Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:crystal_gonzales@saha.org">crystal_gonzales@saha.org</a>		Family
<b>Claremont Townhomes</b> 131 Claremont / 78209	4	432 4325464	Ph: 477-6300 Fax: 829-1770	Maria Hernandez, Asst. Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:maria_hernandez2@saha.org">maria_hernandez2@saha.org</a>		Family
<b>Dietrich Road Apts</b> 4618 Dietrich Road / 78219	30	120 1205340	Ph: 477-6334 Fax: 662-7904	Maria Hernandez, Asst. Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:maria_hernandez2@saha.org">maria_hernandez2@saha.org</a>		Family
<b>Encanta Villa</b> 5300 Encanta / 78233	56	114 1105321	Ph: 477-6335 Fax: 637-6210	Maria Hernandez, Asst. Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:maria_hernandez2@saha.org">maria_hernandez2@saha.org</a>		Family
<b>Homestead Apartments</b> 5800 Medina Basse Rd / 78242	157	141	Ph: 477-6355 Fax: 674-1532	Zachariah Woodard, Community Mgr. Ext. 6356 / Cell# 559-1826 / Radio# 257 <a href="mailto:Zachariah_Woodard@saha.org">Zachariah_Woodard@saha.org</a>		Family
<b>La Providencia Apts</b> 2525 Castroville Rd / 78237	90	133 1335211	Ph: 477-6364 Fax: 436-8948	Elizabeth Trevino, Asst. Community Mgr. Ext. 6365 / Cell# 889-9340 / Radio# 246 <a href="mailto:Elizabeth_Trevino@saha.org">Elizabeth_Trevino@saha.org</a>	Zachariah Woodard, Community Mgr. Ext. 6356 / Cell# 559-1826 / Radio# 257 <a href="mailto:Zachariah_Woodard@saha.org">Zachariah_Woodard@saha.org</a>	Family
<b>Pecan Hill</b> 1600 W. Lawndale / 78209	100	107 1075130	Ph: 477-6417 Fax: 930-6139	Corina Aguilar, Asst. Community Mgr. Ext. 6417 / Cell# 336-1355 / Radio# 572 <a href="mailto:corina_aguilar@saha.org">corina_aguilar@saha.org</a>	Teri Cypert, Community Manager Ext. 6460 / Cell# 559-1699 / Radio# 215 <a href="mailto:Teri_cypert@saha.org">Teri_cypert@saha.org</a>	Elderly
<b>Sunshine Plaza</b> 455 E. Sunshine / 78228	100	106 1065120	Ph: 477-6462 Fax: 735-4904	Teri Cypert, Community Manager Ext. 6460 / Cell# 559-1699 / Radio# 215 <a href="mailto:Teri_cypert@saha.org">Teri_cypert@saha.org</a>		Elderly
<b>Warren House</b> 401 Warren Street / 78212	7	432 4325462	Ph: 477-6300 Fax: 829-1770	Maria Hernandez, Asst. Community Manager Ext. 6330 / Cell#857-8729 / Radio# 128 <a href="mailto:maria_hernandez2@saha.org">maria_hernandez2@saha.org</a>		Family