



QUICK QUOTE

For

Elevator Inspection Services

For

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

Date Issued: February 9, 2021

Quick Quote #: 2101-910-13-5103

Closes: February 19, 2021 at 2:00 PM

Prepared by:

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

Interim President and CEO..... Ed Hinojosa, Jr.

- 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 Elevator Inspection Services. This service is needed to ensure the safe operation of the elevators for SAHA owned buildings.
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions or request for documents pertaining to this solicitation shall be addressed to **Charles Bode, Sr Contract Specialist**, telephone 210-477-6703, fax 210-477-6703 or e-mail at charles_bode@saha.org.
- 3.0 APPLICABILITY: By submitting a bid, the bidder is agreeing to abide by all the 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 requests for information concerning this solicitation must be submitted in writing five (5) days prior to the closing deadline.
- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 METHOD OF AWARD:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 FEES and FORMS:**
- 10.1 FEE:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
- 10.2 FORMS:** Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.
- a) Ability to meet specifications indicated in the Scope of Work**
- 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 SUBCONTRACTING 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, childcare 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:

Various Locations

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.

Continued on Next Page

23.8 Responses may be emailed or faxed to:

**Faxed to: Attn: Charles Bode at
210-477-6703 or
Emailed to: charles_bode@saha.org**

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Quote Fee Sheet
Quick Quote Closes on February 19, 2021 at 2:00 PM
2101-910-13-5103

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

- 1. Vendor's Fee:** Must be all inclusive of all costs to inspect all elevators including but not limited to: Labor, materials, profit, overhead, insurance, transportation, fuel, etc.

Item	QTY	Price Each	Total (Unit Price x Qty)
1. Annual Elevator Inspections	45	\$	\$
2. Five (5) Year Load Test and unscheduled load test	45	\$	\$
3. Re-Inspection Fee	10	\$	\$
Year 1 Estimated Total (Lines 1, 2 & 3 Combined)			\$
Additional Year Estimated Total (Lines 1 & 3 Combined)			\$

2. ADDITIONAL SERVICES:

Price per hour for inspection & testing services not performed as part of an annual inspection, five (5) year load test or a re-inspection - \$_____ .

3. Additional Information:

- a. Enclose a one page summary of your company's experience and copy of license
- b. Resume of key personnel that will be assigned to this assignment
- c. At least 3 References of work performed doing similar housing authority inspections
- d. Description of elevator Inspections during the past 5 years with:
 - 1. Name of Client to include Housing Authorities
 - 2. Dates of Contract/Assignment
 - 3. Names/Descriptions of the Projects where Elevator Inspection reports were submitted

4. Sub-Contractors: Proposer shall identify his subcontractors if any:

a) _____

b) _____

Signature _____

Date _____

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.t

Submitted by: _____ Date: _____

(Signature)

(Printed name and title)

(Firm) _____

(Business address) _____

(Phone) _____

(E-mail) _____

ATTACHMENT A

Scope of Work/Specifications

Scope of Services and General Conditions

Experience:

Contractor must have a minimum of five years professional work related experience in inspection of elevators. This Quick Quote is for annual and five year inspections.

Licensing:

Contractor must have the appropriate license from the Texas Department of Licensing and Regulation and must be in good standing and current. **Include a copy of the license with your bid.**

Uniforms/ID:

Contractor shall provide uniforms and/or ID badges for all employees working on SAHA property. No employee of the Contractor will be allowed on SAHA properties out of uniform or without an ID badge.

Inspection and Testing Services:

All inspection and testing services must be provided by qualified elevator mechanics under direct appointment and supervision of the Contractor and shall be performed in strict compliance with all current applicable statutes, codes and regulations whether Federal, State, or local. Contractor shall be responsible to create and submit, to the required authorities, all documentation that is required by Federal, State or local statutes, codes and regulations except documentation that must be submitted by the owner per statute, code or regulation. Contractor shall advise the owner of all required documentation to be submitted. Inspection & testing frequency, and maintain all SAHA elevators inspections up to date and shall be in accordance with current applicable local, State, and Federal statutes, codes, and regulations. The Contractor shall notify SAHA of any changes in the Federal, State, or local statutes, codes or regulations.

Contractor shall be responsible for supplying SAHA with all documentation immediately after inspections have been completed that are required to be submitted by SAHA to comply with the owner's responsibility under all local, State or Federal statutes, codes or regulations. Contractor shall be responsible for posting and supplying SAHA with the inspection records for the equipment as required by the applicable Federal, State, or local statutes, codes and regulation.

If documentation is not received in a timely manner the Contractor shall be responsible for any and all late fees assessed by local, State or Federal entities.

Contractor shall coordinate and determine the schedule for inspections with the SAHA Maintenance Superintendent. Any re-inspections shall be scheduled as required. Contractor shall notify the property manager or maintenance supervisor upon arrival at the property.

A record of each inspection service shall be maintained as specified in local, State, or Federal statutes, code or regulations. The Contractor shall forward copies of each inspection to the local, State, or Federal authorities as required by law, code or ordinance. A copy of each inspection service shall be forwarded to SAHA Maintenance Superintendent within twenty four (24) hours of completion of the inspection.

Inspections must be completed prior to the existing expiring permit for each elevator as scheduled with the Superintendent. Contractor shall submit a service ticket and shall be signed by the Maintenance Superintendent, Property Manager or Maintenance Supervisor after completion of the inspection. Invoices received without a copy of the signed service ticket may not be paid by SAHA.

Contractor shall perform the five year test for any elevator that requires this test during the contract period.

SAHA shall not pay fuel surcharge, travel time or trip charges.

Award of Contract:

A contract resulting from this solicitation will be a firm fixed price. The contract term shall be for one (1) year with the possibility of four (4) additional 1 year extensions at the sole discretion of SAHA.

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Elevator Location & Type Information

LOCATION	Passenger Elevators	Freight Elevators
Fair Avenue 1215 Fair Ave	2 Traction	1 Traction
Fair Avenue 1215 Fair Ave	1 Hydraulic	NONE
Matt Garcia 6114 Pecan Valley	1 Hydraulic	NONE
Sun Park 4523 Lavender Lane	1 Hydraulic	NONE
Frank E Hornsby 740 Rice Road	2 Hydraulic	NONE
Henry B Gonzalez 5911 Ingram Road	1 Hydraulic	NONE
Jewett Circle 425 SW 34th Street	1 Hydraulic	NONE
Le Chalet 832 E. Grayson	1 Hydraulic	NONE
Kenwood North 121 Avenue M	1 Hydraulic	NONE
Pecan Hill 1600 W. Lawndale	2 Hydraulic	NONE
Sunshine Plaza 455 E. Sunshine	2 Hydraulic	NONE
Pin Oak 1 7190 Oaklawn	1 Hydraulic	NONE
Villa de San Alfonso 2102 Vera Cruz	1 Hydraulic	NONE
Victoria Plaza 411 Barrera	2 Traction	NONE
O.P. Schnabel 919 S. Main	1 Hydraulic	NONE
Central Office 818 S. Flores	2 Hydraulic	NONE
Christ the King 4502 W. Martin	1 Hydraulic	NONE
Villa Tranchese 307 Marshall	2 Traction	NONE
San Pedro Arms 2103 San Pedro	1 Hydraulic	NONE
Villa Hermosa 327 N. Flores	2 Hydraulic	NONE

LOCATION	Number of Passenger Elevators	Number of Freight Elevators
Marie McGuire 211 N. Alamo	1 Traction	NONE
Parkview 114 Hickman	2 Traction	NONE
College Park 2011 N. Flores	2 Hydraulic	NONE
Escondida 2514 Vance Jackson	1 Hydraulic	NONE
Blanco Apts. 906 Huisache	2 Hydraulic	1 Hydraulic
Lewis Chatham 6405 S. Flores	2 Hydraulic	NONE
W.C. White 618 S. Hackberry	2 Hydraulic	NONE
Lila Cockrell 3500 Pleasanton Road	1 Hydraulic	NONE
Convent & Building B 210 N. Grimes	2 Hydraulic	NONE
Total	43	2
Combined Total Number of Elevators		45

Additions & Deletions: SAHA reserves the right to add or delete properties as necessary to its operations and to serve SAHA's best interest.

ATTACHMENT B

HUD & Other Forms

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

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

PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime _____ Joint Venture/Partner _____ Sub-Consultant _____ (This form shall be completed by and for each).

(2) Legal Name of Firm: _____

dba if applicable: _____

Telephone: _____ Fax: _____

Street Address, City, State, Zip: _____

(3) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(4) Please indicate the operating structure of your company.

- Publicly Held Corporation • Privately Held Corporation • Government Agency • Non-Profit Organization • Partnership • Sole Proprietorship

(5) Respondent's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

- African American _____%
- Native American _____%
- Hispanic American _____%
- Asian/Pacific American _____%
- Hasidic Jew _____%
- Asian/Indian American _____%

- Woman-Owned (MBE) _____%
- Woman-Owned (Caucasian) _____%
- Disabled Veteran _____%
- Caucasian American (Male) _____%
- Other (Specify): _____%

(6) Is the business 51% or more owned by a public housing resident? ___ Yes; ___ No. If yes, provide name and address of the public housing facility:

Facility Name: _____

Facility Address: _____ City: _____

(7) SWMBE Certification Number: _____

Certification Agency: _____
 (NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number: _____

(9) City of San Antonio Business License No.: _____

(10) State of Texas License Type and No.: _____

PROFILE OF FIRM FORM (Page 2 of 2)

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes • No •

Initials_____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes • No •

Initials_____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

Initials_____

(17) In performing this contract, the Consultant(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials_____

Signature

Date

Printed Name

Company

