

**QUOTATIONS FOR SMALL PURCHASES (QSP) No. QSP 2021-02
PHA Wide Towing and Wrecker Services**



**Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104**

**QUOTATIONS FOR SMALL PURCHASE (QSP 2021-02)
PHA WIDE TOWING AND WRECKER SERVICES**

DATE ISSUED: Thursday, June 3, 2021

TYPE OF PROJECT: The Montgomery Housing Authority is seeking individual(s) and/or company(s) to provide PHA wide towing and wrecker services of illegally parked resident vehicles/trucks/SUVs for six (6) properties.

CONTACT PERSON: Sheila Brown, Procurement/Contract Administrator
sbrown@mhatoday.org

LAST DAY FOR QUESTIONS: Friday, June 11, 2021 at 3:00 p.m. (CST)

SUBMISSION DEADLINE: Monday, June 21, 2021 at 3:00 p.m. (CST)

SUBMISSION ADDRESS: Sheila Brown, Procurement /Contract Administrator
Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104

The responsibility for submitting a response to this QSP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the quote.

A copy of this QSP can be requested by emailing sbrown@mhatoday.org or visiting our website at www.mhatoday.org.

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PROCEDURE: Bidders must submit proposed pricing on Form of Quote. Bidder may submit separately cost for additional services that maybe available. The Montgomery Housing Authority (MHA) will accept the proposed pricing by email, fax or by mail delivery only! MHA will NOT accept proposed pricing verbally or by telephone!

- 1.0 MONTGOMERY HOUSING AUTHORITY (MHA) CONTACT:** All questions pertaining to this QSP documents shall be addressed to Sheila Brown, Procurement/Contract Administrator, telephone: (334) 206-7130, fax: (334) 206-7222; or e-mail: sbrown@mhatoday.org.
- 2.0 APPLICABILITY:** By submitting a quote to the MHA, the vendor 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, and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction.
- 3.0 MHA RESERVATION OF RIGHTS:** The MHA reserves the right to:
 - 3.1** Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the MHA to be in the best interest of the HA;
 - 3.2** Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful Bidder;
 - 3.3** Determine the days, hours and locations that the successful Bidder shall provide the items or services called for in this QSP;
 - 3.4** Reject and not consider any quote that does not, in the opinion of the Contract Administrator (CA), meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate (not including "or equal" items) or non-requested items or services;
 - 3.5 MHA reserves the right to:**
 - 3.5.1** To make an award to the same vendor (aggregate) for all items; or,
 - 3.5.2** To make an award to multiple Vendors for the same or different items.
- 4.0 BIDDER'S RESPONSIBILITY:** Each Bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the noted Internet system.
- 5.0 DEADLINE:** Quotes must be received by Monday, June 21, 2021 @ 3:00 P.M. CST Each vendor shall submit his/her proposed costs, prior to the posted deadline, as provided for herein. Whereas this is an informal solicitation process, the MHA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of the CA, it is in the best interests of MHA to do so.
- 6.0 HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each Bidder thereby agrees to "hold" or not increase the
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proposed quote prices during the term of the work.

- 7.0 PURCHASE ORDER (PO):** MHA will procure the applicable goods or services by issuance of a PO (which shall have the same meaning as a "contract"). PO's will be issued on an as-needed basis only. By submitting a quote, the successful Bidder thereby agrees to confirm receipt of the PO in the manner directed by MHA.
- 8.0 AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CA, award shall be made to the responsive and responsible Bidder that submits the lowest cost.
- 9.0 INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to MHA, may invalidate the quote submitted. Furthermore, MHA shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 10.0 QUOTE COSTS:** There shall be no obligation for the MHA to compensate any Bidder or prospective Bidder for any costs that he/she may incur in responding to this QSP.
- 11.0 SHIPPING COSTS:** Each quoted sum submitted shall include completion of the specified services at the MHA site or location, as specified within this QSP or on the PO issued.
- 12.0 ASSIGNMENT OF PERSONNEL:** MHA shall retain the right to demand and receive a change in personnel assigned by the successful Bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 E-VERIFY:** U.S. Law requires companies to employ only individuals who may legally work in the United States - either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with E-verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period. The 1-page form (attached) must be fully completed, executed where provided thereon and will be a part of the contract.
- 14.0 SECTION 3/RESIDENT PARTICIPATION:** MHA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to post job opportunities in the Management Office of the communities where the work is to be performed. The Contractor will be asked to report the hiring of any residents to assist MHA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs.
- 15.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful Bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the ensuing PO or contract) without the prior written consent of the CA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CA shall be void and may result in the cancellation of the PO or the contract with MHA.

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16.0 LIABILITY-INDEMNITY-REMEDIES

16.1 In the course of performing the services under this Agreement, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against MHA, Contractor further shall indemnify and hold MHA harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors and arising out of any other operation no matter by whom performed for and on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done, or permitted by Contractor or MHA.

16.2 To the full extent authorized by law, Contractor agrees to indemnify, hold harmless and defend MHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, attorneys' fees, court costs, and other costs and expenses incidental thereto (including but not limited to the cost of defense, settlement, judgment, and reasonable attorneys' fees) which MHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against MHA, its commissioners, employees, or agents, as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent, in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement, and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by the negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which MHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of MHA in any manner.

17.0 LICENSING AND INSURANCE REQUIREMENTS: Prior to award (but not as a part of the quote submission) the *successful Bidder* will be required to provide:

17.1 An original certificate evidencing the Bidder's current industrial (worker's compensation) insurance carrier and coverage amount;

17.2 An original certificate evidencing General Liability coverage, naming MHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of MHA as an additional insured under said policy (minimum of \$1,000,000

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each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;

- 17.3 An original certificate showing the Bidder's automobile insurance coverage in a combined single limit of \$500,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 17.4 A copy of the Bidder's business license allowing that entity to provide such services within the jurisdiction of Montgomery, Alabama;
- 17.5 A copy of the Bidder's license issued by the State of Alabama licensing authority allowing the Bidder to provide the services detailed herein.

18.0 SCOPE OF SERVICES:

See Attached Scope of Work (Exhibit A)

The Contractor must be willing to enter into contract with MHA for a period of one (1) year, with the option to extend 4 times in one-year increments, at MHA discretion, for a total of five (5) years.

The Contract is an indefinite delivery, indefinite quantity contract. Services are required as and when needed. The Contract is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any period. The Authority reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this QSP (attached herein as Exhibit A).

- 18.1 All Bidders are required to examine carefully the contents of the proposed work and it is mutually agreed that the submission of a Quotes shall be evidence that the Bidder has made such examination and has judged for and satisfied himself/herself as to the conditions to be encountered and as to the character, quality, and quantities of work to be performed and materials to be furnished. Bidders shall also familiarize themselves with and shall comply with the requirements of all Federal, State, and Local Laws and Ordinances which may directly or indirectly affect the job, prosecution of the job, persons engaged in or employed on the job, or the materials or equipment used on the job. No adjustments or compensations will be allowed for losses caused by failure to comply with the above requirements.
- 18.2 The successful low bidder is responsible for acquiring the appropriate business licenses and permits to conduct work within the City of Montgomery.
- 18.3 A Notice to Proceed, which specifies when the work is to begin, will be given to the Contractor in writing. Any preliminary work started, or materials ordered or purchased before receipt of the notice to proceed are at the risk and expense of Contractor.

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19.0 CLIENT INFORMATION AND REFERENCES

- 19.1 Vendor shall submit a listing of former or current clients, including any other Public Housing Authority for whom the vendor has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:
- ❖ Client's name
 - ❖ Client's contact name
 - ❖ Client's telephone number
 - ❖ A brief description and scope of the service(s) and the dates the services were provided

20.0 DOCUMENTS THAT APPLY TO THIS QSP:

- 20.1 Detailed Quote;
- 20.2 Profile of Firm Form;
- 20.3 Client Reference Form;
- 20.4 Form of Quote;
- 20.5 HUD form *Table 5.1, Mandatory Contract Clauses for Small Purchases Other than Construction (see attached)*;
- 20.6 The MHA reserves the right to require the successful Bidder/contractor to utilize any form required by HUD to complete the required work and by submitting his/her quote each contractor agrees to do so at no additional charge.
- 20.7 All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of this Quote request. The respondent thereby agrees to abide by all such terms and requirements. *A copy of 24 CFR 135, commonly known as Section 3 (included by reference; a copy will be delivered by the MHA to any vendor upon submission to the CA or a written request for such). The successful respondent hereby agrees to comply with all requirements of the HUD Section 3 Program as detailed therein. If a vendor chooses to certify as a Section 3 respondent, he/she shall receive the preference noted therein. In any case, the successful respondent shall be required to, as detailed therein, "to the greatest extent feasible . . . provide economic opportunities to low- and very-low income persons," meaning, if the successful respondent must hire anyone to help with the work, he/she must submit a work plan showing how he/she will give first preference to such jobs to Section 3 persons.*

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INTENTIONALLY**

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PROFILE OF FIRM

(This Form must be fully completed and placed in the submittal.)

PRIME _____ **SUB-CONTRACTOR** _____
(Proposer must also identify his sub-contractors (if any) by providing Profile of Vendor form for each)

(1) Name of Vendor: _____

(2) Address, City, State, Zip: _____

(3) Telephone: _____ Fax: _____

Email: _____

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

<input type="checkbox"/> Caucasian American (Male) _____ %	<input type="checkbox"/> Public-Held Corporation _____ %	<input type="checkbox"/> Government Agency _____ %	<input type="checkbox"/> Non-Profit Organization _____ %
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Resident – (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

<input type="checkbox"/> Resident-Owned _____ %	<input type="checkbox"/> African American _____ %	<input type="checkbox"/> Native American _____ %	<input type="checkbox"/> Hispanic American _____ %	<input type="checkbox"/> Asian/Pacific American _____ %	<input type="checkbox"/> Asian/Indian American _____ %
<input type="checkbox"/> Woman-Owned (MBE) _____ %	<input type="checkbox"/> Woman-Owned (Caucasian) _____ %	<input type="checkbox"/> Disabled Veteran _____ %	<input type="checkbox"/> Other (Specify) _____ %		

WMBE Certification Number: _____

Certified by: _____

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

(5) Federal Tax ID No. _____
DUNS No. _____

(6) Business License No. _____ State _____

(7) General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____

(8) Worker’s Compensation Insurance Carrier: _____
Policy No. _____ Expiration Date _____

(9) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date _____

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- (10) **Debarred Statement:** Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama? Yes No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (11) **Disclosure Statement:** Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA? Yes No
If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.
- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or 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 proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
- (13) **Verification Statement:** The undersigned proposer 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 MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.
- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

Signature

Date

Printed Name

Title

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Client Reference Form

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the MHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client's name
- Client's contact name
- Client's telephone number
- A brief description and scope of the service(s) and the dates the services were provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Client Information

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

Exhibit A-Scope of Work

The Montgomery Housing Authority (MHA) is seeking qualified individual(s) or company(s) to tow illegally parked vehicles from its Administrative Offices, Resource Center and/or Residential Rental Properties it owns and/or manages attached herein at Exhibit A (this list may change throughout the course of the contract due to the sale and/or purchase of properties). **Listing of properties is attached as Exhibit B.**

MHA will not pay the selected Contractor or Contractors to perform the services described herein. All compensation to the Contractor will be collected from the owners and/or agents of owners of vehicles which are towed as described in the QSP.

MHA will not pay the selected Contractor or Contractors to perform the services described. All compensation to the Contractor will be collected from the owners or agents of owners of vehicles which are towed as described in this QSP.

TOWING OF VEHICLES

Towing shall occur at the request of MHA's Property Managers, Assistant Property Managers or other authorized individuals (i.e. Buyer II) designated in writing by the Procurement/Contract Administrator, Sheila Brown. Additionally, the Contractor will provide vehicle towing services while conducting periodic patrol services at MHA's Administrative Offices, Resource Center and Residential Properties.

Situations requiring towing will include:

1. Vehicles parked in handicap spaces without permits.
2. Vehicles parked in fire lanes.
3. Guest vehicles parked in resident spaces.
4. Identified unregistered vehicles.
5. Vehicles without otherwise proper parking permits.
6. Abandoned vehicles.
7. Vehicles parked on grass/curb of developments.
8. Vehicles blocking dumpsters.
9. Otherwise unlawfully parked vehicles.
10. Upon Authority request.

Removal and storage of towed vehicles will be performed in accordance with the laws of the City of Montgomery, AL, State of Alabama, and any other applicable law or regulation.

Vehicles must be towed directly from the point of pickup to the Contractor's storage facility. Contractor's storage facility address must be posted prominently at each property where towing could occur in a form acceptable to the MHA. The signage shall be provided at no cost to MHA.

CLEAN UP

In addition to towing and storage services, Contractor will be responsible for cleaning up all debris associated with disabled vehicle(s) at the pickup site. Cleanup may include broken glass, metal, or other material. The required cleanup must be completed prior to Contractor leaving the site.

RESPONSE TIME

Upon receipt of request for towing service by the MHA, the Contractor shall dispatch the necessary trucks and equipment to arrive at the site within 30 minutes. At the discretion of the MHA, the response time may be altered if there are adverse road, traffic, or weather conditions that exist.

Notwithstanding any other provision of the Contract, if Contractor fails to respond on site within the stated time limit, the Authority reserves the right to request service from another towing company.

If a second tow company has been requested due to Contractor's failure to arrive at the stated time, and if the second Contractor arrives at the site first, the first Contractor may make the tow but will be responsible for any verifiable costs incurred by the second tow company dispatched to the site.

EQUIPMENT

Contractor will provide all equipment necessary to provide the services contemplated by this Scope of Services. All tow trucks must be equipped with two-way radio systems linked to 24-hour dispatching.

STORAGE FACILITIES

Contractor shall maintain one or more secured vehicle storage facilities of a sufficient size to store anticipated number of vehicles. Contractor's vehicle storage facilities must comply with all applicable zoning, building code, environmental and other federal, state, and local regulatory requirements during the entire Contract term. Contractor will provide information regarding the location of its facility with the quote submittal.

If the Contractor does not own one or more secured vehicle storage facilities with space sufficient to comply with this section, Contractor shall submit an explanation of how Contractor intends to provide for sufficient vehicle storage space with its quote.

Contractor's business office must be located on the site of its secured vehicle storage facility. If Contractor has more than one secured vehicle storage facility, Contractor's business office must be located on its main lot.

If Contractor has more than one secured vehicle storage facility, Contractor must inform MHA of location of secondary lot. If vehicles towed under the Contract must be released from Contractor's secondary lot, the Contractor must notify MHA and resident.

Vehicles must not be stored at any location other than Contractor-owned or leased storage facilities. Contractor shall conspicuously post Contractor's business name and 24-hour phone number at Contractor's storage facilities and at locations assigned by MHA. MHA reserves the right to approve all such signage.

Contractor will be responsible for the reasonable safekeeping and care of all vehicles towed and stored.

Contractor shall maintain the security of all vehicles towed with responsibility for such security commencing at the time of pickup and continuing until Contractor releases the vehicle to its owner.

Contractor shall allow a vehicle owner reasonable access to his or her vehicle for the purpose of mitigating damage to its interior or exterior (for example, by allowing the vehicle owner to place a cover over the vehicle) prior to the release of the vehicle to its owner.

If a vehicle is stolen, stolen from or damaged while in Contractor's custody, Contractor shall have an established, efficient, and speedy procedure for making restitution to the vehicle owner. Contractor shall include a copy of such procedure with its narrative response to this QSP.

FINANCIAL CONSIDERATION

Charges for services provided by Contractor under the Contract will be paid directly to the Contractor by the owners of towed vehicles. Contractor understands and agrees that MHA shall not be responsible for nonpayment of invoices tendered to any individual whose vehicle is towed pursuant to the Contract. Contractor shall look solely to the owner of the vehicle towed for compensation for any tow and related expenses (i.e. storage).

Contractor shall accept various forms of payment in addition to cash, credit, and debit cards. Contractor shall state the forms of payment accepted on the information sheet given to vehicle owners upon their arrival at Contractor's secure vehicle storage facility.

Except as otherwise provided herein, Contractor shall charge owner only one towing fee in accordance with the rates authorized by MHA and provided by the Contractor in their response to this QSP.

One tow is understood to mean from point of pickup at an MHA Administrative Office, Resource Center or rental community to the point of release to the owner. Contractor may charge for an additional tow only if the owner requests an additional, separately identifiable tow (i.e., towing of a disabled vehicle from the secure vehicle storage facility to a location identified by the owner following release).

Contractor shall charge each owner of a towed vehicle as authorized by MHA and only in accordance with the fees stated by the Contractor in their response to this QSP. If the Contractor

responds to a call and the call is canceled by the MHA or the vehicle has been removed before work or service at the scene is performed, Contractor shall not charge the owner of the vehicle or MHA for any expenses incurred by the Contractor.

Contractor shall provide the following at no charge:

1. Preparation, printing, and distribution of informational materials (in a form and containing content approved by MHA). Such materials must include, but not be limited to, the following information:
 - a. Towing rates
 - b. Storage charges, gate fees, and any other potential charges
 - c. Office hours and after-hours telephone numbers for Contractor's secured vehicle storage facility
 - d. A listing of the proof of ownership documents required for vehicle pickup.
 - e. A detailed description of release procedures
 - f. A description of acceptable forms of payment
2. Preparation and posting of signs at rental community locations as directed by the MHA.
3. Performance of weekly or other agreed upon periodic patrol of properties to tow illegally parked vehicles. The MHA may request a special patrol service and Contractor shall provide such service promptly at any time circumstances warrant in the opinion of the MHA.

AVAILABILITY

At a minimum, Contractor will staff its vehicle storage facilities with adequate personnel to provide prompt release of towed vehicles between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. Contractor may choose to remain open for longer hours and on the listed holidays.

Contractor shall be available around the clock and on all days of the year to provide towing service and shall prominently post at its vehicle storage facility the telephone number for after-hours and weekend/holiday release of vehicles. Fees for after-hours and weekend/holiday vehicle release must be in accordance with the laws of the City of Montgomery, AL and State of Alabama and the rates established by the Contractor in their response to this QSP.

If a vehicle owner or authorized representative arrives at Contractor's main vehicle storage facility prior to closing time and has not been served by closing time, Contractor will provide service after closing time without charging a gate or other after-hours fee.

PERSONNEL

Contractor shall provide sufficient qualified personnel for the prompt and efficient performance of all duties required under the Contract. Contractor shall ensure that each of its drivers possess and carry a valid Alabama driver's license commensurate with the tow truck being operated and shall be always proficient in the operation of such equipment during the Contract term.

Contractor shall remove any employee whose service or conduct has been deemed unsatisfactory by the Contractor or MHA from performing services under the Contract.

Contractor shall ensure that its drivers operate Contractor's tow trucks in a safe and prudent manner and in compliance with all applicable laws and regulations.

Contractor shall ensure that its drivers refrain from using profane or vulgar language in a public area while performing the services required under the Contract.

Contractor shall not, and shall ensure its employees do not, directly solicit or in any way suggest a vehicle repair facility to any owner of a towed damaged vehicle.

Contractor shall ensure that its personnel who have contact with the public will be always courteous.

Contractor shall perform its services in an efficient, respectful manner. Discourtesy shown to vehicle owners, drivers, passengers, or those accompanying them, in the opinion of MHA, could be grounds for termination of the Contract.

RECORD KEEPING

Contractor shall maintain an accurate up-to-date record of all vehicles towed pursuant to the Contract. These records will be available to MHA personnel for inspection upon request and, for each vehicle towed, must contain the following information at a minimum:

1. The date, time, and location where the vehicle was picked up initially.
2. The name of the driver who towed the vehicle.
3. The name and telephone number of the Authority personnel requesting the tow.
4. The location of the storage facility where the vehicle was towed and stored.
5. The present physical location of the towed vehicle.
6. The make, model, year, color, and vehicle identification number of the towed vehicle.
7. A description of the physical condition of the vehicle at the time of towing.
8. The name and driver's license number, if known, of the registered owner of the towed vehicle.

9. Information as to the release or other disposition of the vehicle, including the date and time of release. If released, the name, address, phone number, proof of ownership or other authority of the person to whom the vehicle was released and the name of Contractor's employee who released the vehicle.

Contractor shall maintain records for all transactions made under the terms of the Contract, including all fees charged. Such records will conform to generally accepted accounting principles if applicable.

Contractor shall provide MHA with year-to-date reports of tows and vehicle releases on a quarterly basis, unless more frequent reports are requested by MHA.

Contractor shall be able to quickly and efficiently locate records and information sufficient to determine whether and where a vehicle is in Contractor's vehicle storage facility. If a vehicle owner arrives at or contacts the vehicle storage facility and Contractor cannot determine if it is in possession of the owner's vehicle and the Contractor is later found to have been in possession of the vehicle, no storage costs may be charged for the period from the date of inquiry about the vehicle's location to the date the vehicle owner is notified of the vehicle's discovery. Further, under such circumstances, the Contractor shall subtract \$25.00 from the vehicle owner's bill for the inconvenience caused.

In addition to quarterly consolidated reporting, the Contractor shall maintain a list of all vehicles towed for the MHA during each calendar day. A calendar day begins at 12:00 a.m. and ends at 11:59 p.m. on the same day. The list must include (at a minimum) the year, make, model, license plate number and vehicle identification number of each vehicle towed and will indicate whether the vehicle was involved in a collision.

RELEASE OF VEHICLES OR INFORMATION

Except as directed by a court or power of attorney or authorized in writing by the owner or an authorized agent of the owner, Contractor shall only release a vehicle towed under the Contract to the registered owner or owner's agent and will inform owner or agent of documents necessary for release of the vehicle. Contractor shall not release a vehicle to a person claiming to be the agent of the owner or an otherwise authorized individual unless that person is in possession of and provides Contractor with at least one of the following:

1. A valid court order empowering such person to take possession of the vehicle.
2. A notarized letter from the vehicle owner authorizing such person to take possession of the vehicle.
3. A valid power of attorney

Contractor shall follow the same requirements as set forth above in releasing information concerning the vehicle or in releasing personal property contained within the vehicle to any individual.

Exhibit B-Listing of Properties

PROPERTY	PHYSICAL ADDRESS
The Terrace	1301 Adams Ave, Montgomery, AL 36104
Tulane Gardens	1101 Victor Tulane Circle, Montgomery, AL 36104
Parks Place	660 Cleveland Court, Montgomery, AL 36108
Paterson Ct.	609 Winnie St., Montgomery, AL 36104
Gibbs Village East	1701 Terminal Road, Montgomery, AL 36108
Gibbs East Resource Center	1707 Terminal Road, Montgomery, AL 36108
Gibbs East Community Center	1703 Terminal Road, Montgomery, AL 36108
Gibbs Village West	2025 Terminal Road, Montgomery, AL

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. 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

**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

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 or 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.