



Worcester

Housing Authority

PROJECT MANUAL

INVITATION FOR BIDS # 26-08

K9 SERVICES FOR BED BUG DETECTION

RELEASE DATE: **March 9, 2026**

DUE DATE: **March 24, 2026 by 2:00 p.m.**

BOARD OF COMMISSIONERS

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Joseph M. Capone	Vice-Chairman
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Issued By:

Worcester Housing Authority
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SUBMISSION CHECKLIST

This checklist is provided to assist bidders in determining what documents are required to be submitted with each bid.

Each General Bid shall be accompanied by:

1. Bid Form
2. HUD Form 5369-C Certifications and Representations of Offerors- Non Construction
3. Non-Collusive Affidavit
4. Certificate of Tax Compliance
5. Certificate of Corporation Clerk
6. Debarment/Suspension Form
7. Reference Form
8. Proof of current or upcoming NESDCA or equal certification

WORCESTER HOUSING AUTHORITY
PURCHASING DEPARTMENT
DAVID CODERRE, VP OF PROCUREMENT

**INVITATION FOR BIDS # 26-08
K9 SERVICES FOR BED BUG DETECTION**

TERMS & CONDITIONS

1. The Worcester Housing Authority (WHA) invites sealed bids for canine (K9) services for the detection of bed bugs at various locations within the city of Worcester in accordance with the specifications described herein.
2. The WHA hereby requests bids in accordance with the following schedule:

Release Date:	March 9, 2026
Bid Due Date:	March 24, 2026, by 2:00 p.m.
3. The term of this contract shall extend for one (1) year from **April 1, 2026 – March 31, 2027** with the option to extend, at the sole discretion of the WHA, for two (2) additional one (1) year terms in accordance with the contract prices provided on the enclosed Bid Form with no change to terms and conditions.
4. Bids are subject to all applicable statutory provisions under Massachusetts General Laws (M.G.L.) Chapter 30B as well as provisions outlined in the Department of Housing and Urban Development (HUD) Handbook 7460.8 REV 2 which conforms to 24 CFR Part 85.
5. Bids shall be submitted at the **Purchasing Department, 660 Lincoln Street, Worcester, MA 01605** (entrance located on Plantation Street side) until the date and time specified above. **NO BIDS WILL BE ACCEPTED AFTER THIS TIME AND DATE SPECIFIED.**
6. Bids shall be sealed with the name and address of the bidder appearing on the envelope and properly labeled: "Sealed Bid IFB # 26-08 K9 Services for Bed Bug Detection". Further, all bids shall be submitted as one ORIGINAL and one COPY. WHA is not responsible for bids not properly marked.
7. All questions or requests for clarification must be submitted in writing 7 business days prior to the bid deadline by email to Purchasing@worcesterha.org. The WHA shall issue a written response or Addendum, if required, for clarification. Please reference in the subject line: *IFB # 26-08 K9 Services for Bed Bug Detection*.
8. Award will be made to the lowest bidder deemed responsive and responsible for the total contract price.
9. If it becomes necessary to revise any part of this IFB, the WHA will issue an Addendum. Any Addendum issued will be provided in writing and emailed to all prospective bidders that have requested a copy of this IFB package. Any and all Addenda issued will be incorporated within the IFB by reference.
10. The WHA reserves the right to waive any informalities or irregularities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the WHA and public interest to do so. **Conditional bids will not be accepted.**
11. The WHA reserves the right to rescind this IFB, if, in the judgment of the WHA, there are no bidders responsive to this invitation, or should funding availability be less than anticipated. The WHA is not required to award the maximum funding amount requested to any or all bidders.
12. The bidder shall indemnify and hold the Worcester Housing Authority harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of bidder's obligations during this contract.
13. The awarded contractor will provide the WHA with Certificates of Insurance covering:
 - a. Commercial General Liability Insurance. The Contractor shall provide the WHA with certificate of insurance covering general liability in an amount not less than \$1,000,000 for per occurrence combined single limit and not less than \$2,000,000.00, aggregately. The Bidder will name the WHA as co-insured on said policy.

- b. Automobile Liability Insurance. The Contractor shall provide the WHA with certificate of insurance covering automobile liability in an amount of not less than in an amount not less than \$1,000,000 for per occurrence combined single limit and not less than \$2,000,000.00, aggregately.
 - c. Workers' Compensation Insurance. Worker's compensation policy covering all employees funded through contract with the WHA in accordance with the Worker's Compensation Act of the Commonwealth of Massachusetts.
14. It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the Bidder to engage in any practice that may violate any provisions of M.G.L. c. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex age and ancestry.
-

GENERAL PROVISIONS

I. BIDDER'S REPRESENTATION

Each Bidder by making a Bid represents that:

- The Bidder has read and understands the Bid package and the Bid is made in accordance therewith.
- Failure to examine the Bid package and site will not relieve any Bidder from any obligation under the Bid as submitted.

II. REQUEST FOR INTERPRETATION

Bidders shall promptly notify the WHA of any ambiguity, inconsistency, or error which it may discover upon examination of the Bid documents, the site, and/or local conditions.

Bidders requiring clarification or interpretation of the Bid documents shall make a written request to the WHA, via email. The WHA will answer such requests if received 3 calendar days before the date for receipt of the bids.

Interpretation, correction or change in the Bid documents will be made by Addendum which will become part of the Invitation for Bids package. The WHA will not be held accountable for any oral instructions.

III. PREPARATION AND SUBMISSION OF BIDS

Bids shall be submitted on the Bid Form furnished by the WHA.

Date and time for receipt of bids is set forth in the solicitation page.

Timely delivery of a Bid shall be the full responsibility of the Bidder.

IV. WITHDRAWAL OF BIDS

Before Opening the Bid

- Any Bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked on or before the date and time set for receipt of bids.
- Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

After Opening the Bids

- Bidders may withdraw a Bid any time up to the time of Award, or on demonstration, to the satisfaction of the WHA, that a bona fide clerical error was made during the preparation of the Bid, after bids have been opened.

V. BID SUBMISSION

Completed bids and any other required documents should be enclosed in a sealed envelope and plainly marked as:

Bid Number and Project Title
Bidder's Business Name and Address

VI. CONTRACT AWARD

Award shall mean both the determination and selection of the lowest, responsive and responsible Bidder.

The WHA reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

VII. CONTRACT APPROVAL

Upon award, the successful Bidder will be required to meet certain criteria before a contract may be issued. The successful Bidder will be requested to submit originals of each of the following:

- Other certificates as may be determined by the WHA.

END OF SECTION

SPECIFICATIONS

The Worcester Housing Authority (WHA) owns and maintains approximately 2,700 units of mixed-use housing, over 24 sites, in the City of Worcester, MA. The WHA schedules treatments for annual inspections 3 months in advance and for follow-up inspections 30-45 days in advance.

The WHA is seeking a firm fixed price, per unit (apartment) for Bed Bug Detection services using canine and visual inspectors as follows:

1. **Initial** detection of Bed Bugs with canines will be confirmed by visual inspection from the handler.
2. **Follow Up inspections** - from time to time, follow up inspections to confirm units under treatment will be required and the same procedure outlined in step 1 above will be utilized.
3. Annual inspections are conducted once a year and the WHA shall provide contractor with a schedule 3 months in advance.
4. Follow-up inspections will be scheduled 30-45 days in advance.
5. It is anticipated that inspections will be conducted on an annual basis. However, WHA reserves the right to increase/decrease frequency of inspections, as the need arises.

I. CONTRACTOR QUALIFICATIONS

The selected Contractor must possess the following:

- A. Current NESDCA or equal certification or ability to obtain certification within 6 months of contract execution. **Contractor shall provide a copy of their current certification or provide proof of registration for certification with bid.**
- B. Contractor must possess or have immediate access to **two or more trained canines and two or more trained handlers** to ensure limited cancellations.
- C. Dogs must be scent trained to bed bugs only. **The dogs shall not be cross trained for drugs/cadavers/blood/etc.**
- D. Dogs must be scent trained to identify all **live** stages of Bed Bugs.
- E. Dogs must be able to detect a single bedbug.

II. SCOPE

- A. The Contractor shall provide all labor, materials, supervision, travel and equipment to perform all services described in the Bid Specifications.
- B. The Contractor shall perform inspections of all units identified by the WHA, as follows:
 - a. Dwelling Units - including but not limited to adjacent hallways and stairwells, elevators and elevator lobbies.
 - b. Common Areas – including but not limited to community rooms, laundry facilities, public bathrooms, community kitchens, office space and maintenance offices.

- C. The WHA will provide the selected Contractor with approximately 50 units per day when scheduled to perform Annual inspections or a combination of units and common areas equivalent to the cost of approximately 50 units.
- D. The WHA inspects all sites at least once per year, but some are done twice (see attached Site Schedule). If the building is a high rise all units will be in the same building, but some units are in multiple buildings i.e., Family Sites. The WHA does everything possible to ensure that the units are located in the same area of the city per day. The WHA also works with the contractor on scheduling these annual inspections at the most opportune time of the year (high rises-winter, individual family units-spring & fall).
- E. Contractor shall adhere to the following response time schedule:
- i. **Emergency Inspections** – Contractor shall accommodate and provide inspectional services within 10 business days of the request from WHA. There have been zero (0) emergencies in the past three years.
 - ii. **Annual (Scheduled) Inspections** – Contractor shall be responsible for scheduling WHA requests for inspections, within a 3-month advanced notice.
 - iii. **Follow-up Inspections** – **Contractor shall coordinate follow-up inspections within 30-45 calendar days of a treatment.**
 - iv. **Contractor and WHA will not charge a cancellation fee.** It is understood that from time to time, with this contract, cancellations will occur from both parties. Neither party shall charge the other for any type of cancellation unless it can be proven to be abuse of the terms and conditions of this contract.
- F. Reporting:
- a. Contractor shall be responsible to provide the WHA with a written inspection report including, but not limited to, apartment number, specific location of the viable bed bugs (i.e. bedroom – mattress), as well as level of infestation (low, medium, high), within 2 business days of the inspection. The reports shall be available in an electronic format (Word, Excel, pdf, jpeg) and shall be emailed to a distribution list provided upon award.

III. UNIT SIZES

Typical Elderly/High Rise (Single Story)	Bedrooms (BR)	Avg. Square Footage	Total Number of Units
1	0	400	189
2	1	650	1995
3	2	900	38
Typical Family Unit Size (Two Story)			
1	2 BR 2 story	800	132
2	3 BR 2 story	1650	192

3	4 BR 2 story	2100	106
4	5 BR 2 Story	2300	30

IV. SITE PROFILES

Site	Single Story	Two Story	Community Room	Laundry	Public Bathrooms	Office Spaces	Kitchen	Common Areas (Current Cost)
Curran	50		1	1	2	2	0	Yes (\$125.00)
Greenwood	61		1	1	2	0	1	Yes (\$75.00)
Lafayette	66		1	1	2	2	1	Yes (\$75.00)
Addison	50		1	1	2	0	0	Yes (\$75.00)
Murray	72		1	1	2	2	1	Yes (\$100.00)
Wellington	104		0	1	2	1	0	Yes (\$75.00)
Booth	44		1	1	2	0	1	Yes (\$75.00)
Curtis	168		0	0	0	2	0	Yes (\$150.00)
Hooper		26	0	0	0	0	0	No Common Area
705-1		24	0	0	0	0	0	No Common Area
705-2		16	0	0	0	0	0	No Common Area
425 Pleasant	195		1	1	2	2	1	Yes (\$100.00)
Mill Pond	74		1	1	2	0	1	Yes (\$75.00)
Providence, North & Sigourney		29	0	0	0	0	0	No Common Area
275 Pleasant	133		1	1	2	2	1	Yes (\$100.00)
SW Gardens		25	0	0	0	0	0	No Common Area
Lewis St	2		0	0	0	0	0	No Common Area
GBV		559	3	0	4	4	2	Yes (\$250.00)
Lakeside	141		1	0	2	2	1	Yes (\$150.00)
1050 Main	252		1	1	2	2	1	Yes (\$250.00)
1060 Main	179		1	1	2	2	1	Yes (\$250.00)
Mayside	47		1	1	2	0	1	Yes (\$75.00)
Belmont	166		1	1	6	3	3	Yes (\$250.00)
Lake Ave.	199		1	1	2	3	1	Yes (\$175.00)
Totals:	2003	679	18	15	40	29	17	

BID PRICE FORM

A. The undersigned proposes to furnish all labor, animals, equipment, time, travel, and materials to provide K9 services for bed bug detection in full accordance with this Invitation for Bids.

B. Bidder hereby acknowledges addenda number: _____, _____, _____, _____,

C. Proposed firm fixed contract prices are as follows:

HIGH RISE (SINGLE STORY)	BEDROOMS (BR)	AVG. SQUARE FOOTAGE	PRICE PER UNIT (NOT BY SQ. FT.)	TOTAL NUMBER OF UNITS	TOTAL COST
1	0	400	\$	189	\$
2	1	650	\$	1995	\$
3	2	900	\$	38	\$
FAMILY UNIT SIZE (TWO STORY)					
1	2 BR 2 story	800	\$	132	\$
2	3 BR 2 story	1650	\$	192	\$
3	4 BR 2 story	2100	\$	106	\$
4	5 BR 2 Story	2300	\$	30	\$
COMMON AREAS				UNIT COST	TOTAL COST
Curran				1	\$
Greenwood				1	\$
Lafayette				1	\$
Addison				1	\$
Murray				1	\$
Wellington				1	\$
Booth				1	\$
Curtis				1	\$
425 Pleasant				1	\$
Mill Pond				1	\$
275 Pleasant				1	\$
GBV				1	\$
Lakeside				1	\$
1050				1	\$

1060	1	\$
Mayside	1	\$
Belmont	1	\$
Lake Ave.	1	\$
GRAND TOTAL:		\$

Bidder will increase Year 1 UNIT COST by _____% for Year 2

Bidder will increase Year 2 UNIT COST by _____% for Year 3

COMPANY NAME: _____

By signing this Bid Form, I am certifying that I have provided the necessary documents and can meet the bidder qualifications listed below:

- NESDCA or equal certification. **Bidder shall provide a copy of the certification currently in place or provide proof of registration for certification with this bid.**
- Bidder must have two or more trained canines and two or more handlers for the purpose of checking for false positives/negatives, available for each inspection.
- Dogs must be scent trained to live bed bugs only. Further, the dogs must not be scent trained to distinguish dead bed bugs, their shell castings or bed bug fecal matter. The dogs shall not be cross-trained for drugs/cadavers/blood/etc.
- Dogs must be scent trained to distinguish between viable eggs and non-viable eggs. As well as, distinguish between living nymph stage and not dead nymphs and shell castings.
- Dogs must be able to detect a single bedbug.

D. CONTRACT. The undersigned agrees that, if he is selected as General Contractor, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid.

E. LABOR & HARMONY. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to MGL.c.149 sec.44A-J.

F. NON-COLLUSION. The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith, fair, and without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

- G. TAX COMPLIANCE. Pursuant to M.G.L. c.62(c) §49(a), the individual signing this document on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- H. DEBARMENT: The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.
- I. INSURANCE: The undersigned agrees to provide an Insurance Certificate specifying the Worcester Housing Authority as "Named Insured".

Company Name

Address

Email

Phone

EID #

Print Name & Title

Signature & Date

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

NON-COLLUSIVE AFFIDAVIT

Affiant is _____ (an officer/sole proprietor) of _____
noted on the Certificate of Corporation Clerk/Sole Proprietor.

The bidder that has submitted the attached bid.

Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the said bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, Firm or Person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication to conference with any other Bidder, Firm, or Person to fix the price or prices in the attached bid or of any other Bidder, or to fix an overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Worcester Housing Authority or any person interested in the proposed Contract.

The price quoted in the attached bid is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative or employees, owners or parties in interest, including this affiant.

Signed: _____

By: _____

Title: _____

Date: _____

CERTIFICATE OF CORPORATION CLERK

The undersigned Clerk of _____ a corporation, duly organized and existing under the laws of the State of _____ hereby certifies that the following are true and correct copies of votes duly adopted by the Board of Directors of said corporation at a meeting thereof held on _____, at which meeting a quorum of said Board was present and voted in favor of said votes.

VOTED: That _____ in his capacity as _____ of this corporation be authorized, and he is hereby so authorized, to prepare and execute a contract to the Worcester Housing Authority in response to its invitation for bids for

_____ and that such contract may be submitted upon such terms and conditions as he shall decide;

VOTED: That he be further authorized, and he is hereby so authorized, to execute and deliver the contract documents for such work upon such terms and conditions as he shall decide;

VOTED: That he be further authorized, and he is hereby so authorized, to execute and deliver a performance bond and a payment bond with respect to said contract upon such terms and conditions as he shall decide;

VOTED: Further, that his signatures on said documents shall constitute conclusive evidence that they have been authorized by this vote.

IN WITNESS WHEREOF, I have here unto set my hand and the seal of said

(Name of Corporation)

this _____ day of _____,

(Corporate Clerk)

CERTIFICATE OF TAX COMPLIANCE

REAP CERTIFICATION: Pursuant to M.G.L. c. 62 c, sec. 49 (a),

The individual signing this contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signed: _____

By: _____

Title: _____

Date: _____

DEBARMENT/SUSPENSION FORM

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

The undersigned, on behalf of _____ (name of corporation), hereby certifies, under the penalties of perjury, that neither they nor any principal(s) of the company identified above is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.

Signed: _____

By: _____

Title: _____

Date: _____

REFERENCE FORM

List all contracts within the past five (5) years that are of similar size, scope and dollar amount to this contract. For each contract complete the following information:

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE/EMAIL: _____

Description and dates of service with contract \$\$ value.

WORCESTER HOUSING AUTHORITY

AGREEMENT NO. _____

THIS AGREEMENT is entered into this ____ day of _____, by and between the Worcester Housing Authority, a body politic and corporate with principal offices located at 630A Plantation St., Worcester, MA, (hereinafter referred to as "WHA") and

**[Awarded Contractor]
[Address]
[City, State, Zip]
[Email]
[Phone/Fax]**

(Hereinafter referred to as the "Contractor")

This Agreement consists of four parts:
Section A. General Provisions;
Section B. Invitation for Bid;
Section C. Submitted Bid Form;
Section D. All other referenced attachments

WITNESSETH

WHEREAS, the WHA has been authorized by its Chief Executive Officer/Board of Commissioners to enter into contracts on behalf of the WHA and funded under Federal and/or State funding sources as identified herein; and

WHEREAS, the WHA is undertaking certain activities pursuant to grant or other funding source requirements; and

WHEREAS, the WHA and the Contractor do mutually agree as follows:

Section A: General Provisions:

The Contractor agrees to provide: **[PROJECT]** as awarded by the WHA.

1. Work Statement

All work to be performed as set forth in the Invitation for Bids.

2. Term of Agreement

a. The term of this contract shall extend from:

[CONTACT DATE]

b. This period of performance may be amended, extended or renewed only by duly signed written agreement of the parties.

3. Obligational Amount

[INSERT CONTRACT PRICING]

The WHA agrees to compensate the Contractor under this Agreement at the pricing provided in the accepted bid documents.

Funds will be make available by the WHA to the Contractor consistent with the Bid Form.

4. Availability of Funds

a. This Agreement is contingent upon the receipt of funds and continued authorization for program/project activities and services. In the event that such become unavailable for any reason, or authorization for the activities described herein is withdrawn or otherwise modified, the WHA has the unilateral right and discretion to terminate this Agreement upon five (5) days written notice. In the event of such termination, the procedures outlined under clause 10 "Conditions of Termination", herein, shall become operative.

b. In the event that funds are reduced, or authorization for program/project activities modified, the WHA also retains the unilateral right and discretion to modify this Agreement pursuant to clause 7 "Reduction of Contract Obligational Amount".

5. Reduction of Contract Obligational Amount

a. In the event funds to the WHA are reduced for any reason, the WHA may unilaterally reduce funding of this Agreement upon five (5) days written notice to the Contractor. A reduction of services commensurate with reduction of funding will be determined by the WHA.

b. The WHA reserves the right to reduce the obligational amount under this Agreement in the event that expenditure of funds by the Contractor for eligible activities is at such a rate as to likely result in a surplus at the termination date of this Agreement.

6. Disallowed Funds

a. In the event that the expenses of the Contractor pursuant to this Agreement are disallowed by State or state funding sources, the Contractor is responsible for the resulting loss, if any, sustained by said disallowance.

7. Termination of Agreement

a. Termination by the WHA

i. Termination for Cause

If the Contractor fails to perform in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the terms, covenants and/or conditions of this Agreement, the WHA may terminate this Agreement, in whole or in part, by giving five (5) days written notice of termination to the Contractor of said termination, specifying the reason(s) thereof.

ii. Termination for Fraud

This Agreement will be terminated immediately in the event of fraud or program abuse.

iii. Termination for Convenience

The WHA may terminate this Agreement, in whole or in part, when such termination is deemed to be in the best interest of the WHA. In such case, the WHA may terminate this Agreement by giving thirty (30) days written notice of termination.

iv. Termination Due to Unavailability of Funds

The WHA may terminate this Agreement, in whole or in part, upon five (5) days written notice of termination based upon funding availability as described in clause 6.

b. Termination of Agreement by Contractor

1. In the event the WHA shall fail to fulfill its obligations under this Agreement, or in the event the WHA shall violate any of the terms, covenants and conditions of this Agreement, the Contractor shall, after an administrative hearing and determination that a breach exists, have the right to terminate this Agreement, by giving a thirty (30) day written notice of termination.

2. The administrative hearing shall be conducted by the WHA within fifteen (15) days of receipt of written hearing request.

8. Conditions of Termination

a. In any and all cases of termination of Agreement, as described above, all records, documents, assets, property and equipment purchased by the Contractor, on behalf of the WHA, with funds provided under this Agreement, shall at the option of the WHA become the property of the WHA.

b. In case of termination, the Contractor shall be entitled to receive compensation for any work satisfactorily completed or shall be entitled to costs incurred to the date of termination. Such compensation shall be as described in Section C, "Conditions of Compensation".

c. The Contractor, in case of such termination, as outlined in Clause 9, shall not be relieved of liability to the WHA for damages sustained for personal injury, property damage and/or by virtue of any breach of the Agreement by the Contractor.

d. Upon such termination, the WHA may withhold any payments to the Contractor for the purpose of set-off until such time as exact amount of damages to the WHA is determined.

9. Withholding of Payment

a. If the Contractor is found to be in non-compliance with any provision of this Agreement, the WHA will notify the Contractor in writing and the Contractor will be allowed fifteen (15) days to meet compliance requirements.

b. If, after said fifteen (15) day period, the Contractor fails to comply, the WHA may reduce or withhold payment to the Contractor until such compliance is rendered.

10. Assurances

The Contractor accepts sole responsibility for ensuring that all activities undertaken pursuant to this Agreement comply with all applicable State, state and local laws, rules and regulations.

11. Subcontracts

The Contractor shall not subcontract, assign or transfer any of the services provided under this Agreement without the prior written consent of the WHA.

12. Conflict of Interest

Issues of conflict of interest shall be resolved according to M.G.L. c. 268A and the requirements of any and all public funding source under this Agreement, whichever is more restrictive. It is the responsibility of the Contractor to ensure that all conflict of interest requirements are adhered to.

13. Reports and Record Keeping

a. The Contractor agrees to submit all written reports and financial invoices to the WHA as required and in accordance with all reporting formats provided and specified herein, if any.

b. The Contractor agrees to retain said reports, records and supporting documentation for six (6) years or until such time any issues in an open audit are resolved.

c. The Contractor agrees to comply with Massachusetts Public Records Law, M.G.L. c. 66, and relevant State and/or local statutes, rules or regulations, whichever is more restrictive, regarding record retention.

d. The Contractor hereby certifies and warrants the truth, accuracy and completeness of all required documents filed with the WHA in connection with this Agreement and incorporated by reference:

14. Indemnification

a. The Contractor shall indemnify and hold harmless the WHA, and its officers or agents, from any and all third party claims arising from activities under this Agreement as set forth in M.G.L. c. 258, § 2 as amended.

b. The Contractor will hold harmless the WHA for damages arising from negligence, violation of the State/state funding authority requirements, and/or failure to secure required and necessary insurance.

c. The Contractor upon execution of this Agreement and throughout its term, unless otherwise provided by law shall procure workers' compensation, fire, theft, casualty, extended coverage, personal liability, and any other pertinent insurance for the purpose of insuring property purchased with public funds under this Agreement; for the protection of personnel employed by the Contractor as a result of this Agreement; and for individuals participating in agency activities as a result of this Agreement.

1. Commercial General Liability Insurance. The Contractor shall provide the WHA with certificate of insurance covering general liability in an amount not less than \$1,000,000 for per occurrence combined single limit and \$2,000,000.00 aggregately.

2. Automobile Liability Insurance. The Contractor shall provide the WHA with certificate of insurance covering automobile liability in an amount of not less than in an amount not less than \$1,000,000 for per occurrence combined single limit and \$2,000,000.00 aggregately.

3. Workers' Compensation Insurance. The Contractor will furnish the WHA with Certificates of insurance covering all employees funded through this Agreement with the WHA, as being protected under the policy.

4. Upon execution of this Agreement, the Contractor shall submit a copy of the Certificates of Insurance identifying the WHA as co-insured.

d. If the Contractor self-insures, as provided by the laws of the Commonwealth, the Contractor will provide certification of the value of said self-insurance, as well as certification that coverage is extended for the protection of personnel, program participants and property purchased with funds under this Agreement.

e. If the Contractor under Section C herein is required to procure fiduciary insurance, then the Contractor shall procure such fiduciary insurance from a responsible bonding company authorized to do business within the Commonwealth. The Contractor shall bond all personnel employed with financial responsibilities.

15. Copyright

No reports, maps or other documents produced in whole or in part under this Agreement shall be subject to a copyright, patent by or on behalf of the Contractor, unless the WHA is given unlimited license to use such copyright or patent.

16. Title to Equipment

a. Title to any equipment purchased with funds under this Agreement, and on behalf of the WHA, for its exclusive use, and valued over two hundred fifty dollars (\$250.00) shall be retained by the WHA. At the termination of this Agreement, and any subsequent Agreement regarding the continuation of program services, the WHA may take possession of the equipment to ensure its continued use in activities fully compatible with the goals and mission of the WHA.

b. The Contractor shall establish and keep current an inventory of all non-expendable supplies and equipment purchased by funds provided under this Agreement and on behalf of the WHA.

17. Personnel Procedures

a. Personnel employed by the Contractor under this Agreement shall not be considered employees of the WHA.

b. The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, national origin, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable State and state laws, rules and regulations prohibiting discrimination in employment.

18. Amendments

a. From time to time, either party to this Agreement may request changes in the scope of services, operational plan, conditions of compensation, budget or term of the Agreement. Such changes, which are mutually agreed upon by the WHA and the Contractor, must be incorporated into this Agreement by written amendment and duly executed by both parties.

b. In the event that State or state policies or procedures governing this Agreement are modified during the period of performance as described under clause 2, such modification shall be incorporated into this Agreement by reference to same.

19. Advertising

All advertising related to this Agreement, i.e. stationery, press releases, newspaper articles, pamphlets and flyers, must refer to the WHA as a funding source. Copies of such materials are to be sent to the WHA in advance of publication.

20. Severability

If any provision in this Agreement is determined to be illegal, unenforceable or void by a court of competent jurisdiction, then that provision shall be deemed severed from this Agreement. All other provisions of this Agreement shall continue in full force.

21. Governing Laws and Jurisdiction

The WHA and the Contractor do mutually agree that the laws of the Commonwealth of Massachusetts govern this Agreement, except as otherwise provided by State law, rules and regulations with respect to State funds. The parties further agree that jurisdiction over any dispute arising out of this Agreement shall be limited to any court of competent jurisdiction within the Commonwealth of Massachusetts.

IN WITNESS THEREOF the Worcester Housing Authority and the Contractor have executed this Agreement as of the Date first above written.

[AWARDED CONTRACTOR]

WORCESTER HOUSING AUTHORITY

By: _____

By: _____

Title: _____

Alex Corrales, Chief Executive Officer

Date: _____

Date: _____

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. 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.

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.