
Harrietstown Housing Authority

Invitation for Bids
Solid Waste Removal & Recycling Services

February 12, 2018

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- A Bid Form
- B Non-Collusion Bidding Certificate
- C Form HUD-5369-B
- D Mandatory Contract Clauses for Small Purchases Other Than Construction

Harrietstown Housing Authority
14 Kiwassa Road, Suite 1
Saranac Lake, NY 12983
Telephone: 518-891-3050 / Fax: 518-891-3630

LEGAL NOTICE

INVITATION FOR BIDS
SOLID WASTE REMOVAL AND RECYCLING SERVICES

The Harrietstown Housing Authority (HHA) is requesting sealed bids for solid waste removal and recycling services at its two federally assisted housing complexes located in Saranac Lake, New York. The HHA supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This will be a three-year agreement.

All materials disposed of in Franklin County will comply with waste disposal regulations set forth by the Franklin County Solid Waste Authority.

Sealed bids must be in strict accordance with the specifications cited in the Invitation for Bids, copies of which are available at the Harrietstown Housing Authority, 14 Kiwassa Road, Suite 1, Saranac Lake, NY 12983 and at www.harrietstownha.org.

Bids are due **Wednesday, March 14, 2018, by 3:00pm** in the Housing Authority Office at the above address. It is the Bidder's responsibility to confirm that the Authority has received his or her bid by the due date and time.

The HHA is an equal opportunity employer and is required to follow all rules and regulations set forth by the U.S. Department of Housing and Urban Development.

Solicitation Number 180212_001

Sarah A. Clarkin, PHM
Executive Director
Harrietstown Housing Authority

1. INSTRUCTIONS TO BIDDERS

1.1 Bid Package.

The Bid Form is provided in Attachment A. It must be completed in its entirety and submitted to the Harrietstown Housing Authority (HHA).

Complete Bid Package includes:

1. Completed Bid Form
2. Completed Non-Collusion Bidding Certificate
3. Documentation of Needed Insurance

1.2 Bid Submission.

All bids must be enclosed in a sealed, opaque envelope marked plainly as follows:

Proposal for Solid Waste/Recycling Service

Bid documents shall be sent to:

Sarah A. Clarkin, Executive Director
Harrietstown Housing Authority
14 Kiwassa Road, Suite 1
Saranac Lake, NY 12983

Bid documents shall be posted or hand delivered so as to be received at the above address no later than:

**Wednesday, March 14, 2018
3pm**

1.3 Receipt of Bids.

No bids received after the date/time specified above will be opened and/or considered.

1.4 Bid Opening.

Bids received shall be publicly opened and read at the HHA office on the date and hour, specified above. All bids shall be recorded and made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots. If only one bid is received from a responsible bidder, award shall not be made until price can be determined to be reasonable based on cost or price analysis.

1.5 Modification/Withdrawal of Bids.

Bids may be modified/withdrawn via notice received in writing, e-mail or fax when received prior to the date/time specified above.

Negligence on the part of the Bidder in preparing the Bid confers no rights for withdrawal of the bid after the due date/time. No proposal shall be withdrawn within a period of sixty (60) days after the bid due date.

1.6 Contract Documents and Other Materials.

Each Bidder shall fully acquaint him/herself with the contract documents and with conditions as they exist, the character of the operations to be carried on under the proposed contract, and make such investigations as s/he sees fit so that s/he may fully understand the facilities, difficulties and restrictions attending the performance of the services required under this Contract.

1.7 Notice to Proceed Order.

No Bidder is to proceed without a Notice to Proceed Order as set forth in the Contract.

1.8 Laws, Codes, Ordinances, and Regulations.

All work shall be done in compliance with the applicable municipal, state, and federal laws, codes, ordinances, and regulations.

2. AWARD OF CONTRACT

2.1 Procedure.

The Contract will be awarded to the lowest acceptable responsible Bidder complying with the provisions of the Contract Documents. The HHA, however, reserves the right to reject any or all bids or any portion of the bids or to waive any information in the bids, or to award the Contract to other than the low bidder.

Acceptance of the Bid and award of the Contract will be by delivery to the Contractor of two originals of the Contract signed by the Executive Director or authorized representative of the HHA. No other act by the HHA, its members, officers, agents or employees shall constitute the acceptance of the Bid. The Contractor shall sign and return one (1) original to the HHA.

2.2 Notice to Proceed Order.

Upon receipt of the signed Contract from the Contractor, the HHA shall issue a Notice to Proceed Order.

2.3 Suspension/Debarment.

Contracts shall not be awarded to debarred, suspended, or ineligible Contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other federal agencies, e.g., Department of Labor, for violation of labor regulations, when

necessary to protect the HHA in its business dealings.

3. PROJECT SPECIFICATIONS

3.1 Scope.

Furnish all labor, materials and equipment necessary for the work in accordance with Specifications attached herewith and incorporated into the Contract.

3.1.1 Lake Flower Apartments (NY87-1). Contractor shall have a packer-type truck with 2 cubic yard container dumping capability. Pick up of waste shall occur twice weekly.

Contractor shall supply appropriate number and type of containers to handle recyclables. Pick up of recyclables shall occur once weekly. The schedule of pick up shall be mutually acceptable to the HHA and the Contractor.

Disposal of recyclables shall be no-sort. At a minimum, the following shall be recyclable:

- a. Plastic containers (all numbers)
- b. Corrugated cardboard
- c. Card stock
- d. Glass bottles and jars
- e. Metal cans
- f. Newspapers and associated inserts
- g. Junk mail/office paper

3.1.2 Algonquin Apartments (NY87-2). Contractor shall supply, position, maintain and be able to collect waste from two 8 cubic yard containers. Pick up of waste shall occur twice weekly. The schedule of pick up shall be mutually acceptable to the HHA and the Contractor.

Contractor shall supply, position, maintain and be able to collect recyclables from two 4 cubic yard containers. Pick up shall occur once weekly. The schedule of pick up shall be mutually acceptable to the HHA and the Contractor.

Disposal of recyclables shall be no-sort. At a minimum, the following shall be recyclable:

- a. Plastic containers (all numbers)
- b. Corrugated cardboard
- c. Card stock
- d. Glass bottles and jars
- e. Metal cans
- f. Newspapers and associated inserts
- g. Junk mail/office paper

3.2 Contractor Responsibilities.

3.2.1 The HHA shall not award any Contract until the prospective contractor, i.e., low responsive Bidder has been determined to be responsible. A responsible Bidder must:

- a. Have adequate financial resources to perform the Contract, or the ability to obtain them;
- b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the Bidder's existing commercial and governmental business commitments;
- c. Have a satisfactory performance record;
- d. Have a satisfactory record of integrity and business ethics;
- e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- f. Have the necessary equipment and facilities, or the ability to obtain them; and
- g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.2.2. The Contractor will be required to commence entire work to the satisfaction of the HHA and in strict conformance with the specifications and signed Contract within ten (10) days of the date the HHA signs the Notice to Proceed Order.

3.2.3 Contractor shall be responsible for the care and proper handling of the HHA's trash and recycling containers.

3.2.4 Contractor shall use only equipment specified for safe and effective pick up and removal of waste and recyclables.

3.2.5 Contractor shall not leave any equipment on-site with the exception of any agreed upon containers used for waste collection or recycling purposes.

3.3 Non-Collusion Bidding Certificate.

3.3.1 By submission of the Non-Collusion Bidding Certificate in Attachment B, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- a. The prices in the bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting

competition.

3.3.2 A bid shall not be considered for award, nor shall any award be made where 3.3(a), 3.3(b), and 3.3(c), above, have not been complied with; provided however, that, if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where 3.3(a), 3.3(b), and 3.3(c), above, have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the HHA determines that such disclosure was not made for the purpose of restricting competition.

3.2.3 The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosures within the meaning of Paragraph (1) of the Certification.

4. FORM OF PROPOSAL FOR NY87-1 LAKE FLOWER APARTMENTS

Required Bid Form is found in Attachment A. Bidder shall provide fees for the following:

- ✓ Pick up of waste from one 2-cubic yard container twice weekly _____ per month
- ✓ Pick up of waste from additional 2-cubic yard container _____ per occurrence
- ✓ Recycle bins with contents picked up once weekly _____ per month
- Total per Month** _____

✓ Any additional fees, e.g., fuel charges, please list here:

5. FORM OF PROPOSAL FOR NY87-2 ALGONQUIN APARTMENTS

Required Bid Form is found in Attachment A. Bidder shall provide fees for the following, as applicable:

- ✓ Use of two 8-cubic yard containers and trash picked up twice weekly _____ per month
- ✓ Use of two 4-cubic yard containers and recyclables picked up once weekly _____ per month
- Total per Month** _____

✓ Any additional fees, e.g., fuel charges, please list here:

6. HHA/HUD INSTRUCTIONS

Form HUD-5369-B, provided in Attachment C, is deemed part of this Invitation for Bids.

7. CONTRACT AGREEMENT

AGREEMENT

Section 1 Definitions.

Whenever used in this Contract:

"HHA" means the Harrietstown Housing Authority or its duly authorized officer.

"Work" means the work and materials specified and obligations imposed upon the Contractor under this Contract.

"Contractor" means the person, firm or corporation to whom the Contract is awarded.

"Inspector" means any representative of the HHA designated to act as an inspector by the HHA acting with the scope of powers and duties vested in him/her.

Section 2. Term of Agreement.

This Agreement shall be effective as of the date set forth in the Notice to Proceed Order and shall for three (3) years thereafter.

Section 3. Fees for Services.

For work performed in compliance with this Agreement, the HHA shall pay Contractor as set forth in Cost Details, provided in Attachment A.

Section 4. Payments.

Payments will be made within thirty (30) days of receipt of proper invoices itemizing all work performed during the previous month.

Section 5. Guarantees.

The Contractor hereby agrees that all materials and workmanship furnished under this Contract are in strict accordance with the Contract and will remain so for the term of this Contract.

Section 6. Indemnification.

The Contractor shall, in addition to the provisions of Section 6, indemnify and hold harmless the HHA, its members, officers, agents and employees against the risk of loss, damage, or liability caused by personal injuries, wrongful death and property damages arising out of or in connection with the performance of this Agreement, whether sustained before or after the completion thereof.

Section 7. Insurance.

The Contractor shall not commence work under this Contract until the Contractor has provided the HHA with Certificates of Insurance as detailed below.

The Contractor shall carry public liability insurance with a limit of \$1,000,000 for bodily injury and automobile liability insurance with a limit of \$1,000,000 in a company or companies and in form satisfactory to the Authority.

The Contractor shall provide adequate Worker's Compensation insurance for all employees engaged under this Contract who may come under the protection of the Worker's Compensation Law and, where practicable, Employer's General Liability Insurance for employees not so protected.

Section 8. Interest of Members of HHA, Etc.

The Contractor covenants that no member of Congress or of the Legislature of the State of New York or of the local legislative body, head of a department, chief of bureau, deputy thereof or clerk therein, or any other employee of the government of the United States, the State of New York, the Municipality in which the project is located, or any employee or member of the HHA or Board of Commissioners is, shall be, or become interested directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Bid or in the performance of the Contract to which it relates, or in any portion of the profits thereof.

Section 9. Labor Provisions.

In accordance with Section 152 of the Public Housing Law, all of the provisions of Article VIII of the Labor Law are deemed to be terms of this Contract.

The Contractor agrees to abide by all applicable provisions of the New York State Labor Law.

Section 10. Termination.

This Agreement is subject to termination by either party with at least thirty (30) days notice in writing.

Section 11. HUD/HHA Clauses.

Mandatory Contract Clauses for Small Purchases Other Than Construction, Attachment D, is deemed part of this Agreement.

Signature

Sarah A. Clarkin

Name

Executive Director

Title

Harrietstown Housing Authority

Company

Date

Signature

Name

Title

Company

Date

ATTACHMENT A BID FORM

BID FOR NY87-1 LAKE FLOWER APARTMENTS

Bidder shall provide fees for the following:

- ✓ Pick up of waste from one 2-cubic yard container twice weekly _____ per month
- ✓ Pick up of waste from additional 2-cubic yard container _____ per occurrence
- ✓ Recycle bins with contents picked up once weekly _____ per month
- Total per Month** _____

✓ Any additional fees, e.g., fuel charges, please list here:

BID FOR NY87-2 ALGONQUIN APARTMENTS

Bidder shall provide fees for the following:

- ✓ Use of two 8-cubic yard containers and trash picked up twice weekly _____ per month
- ✓ Use of two 4-cubic yard containers and recyclables picked up once weekly _____ per month
- Total per Month** _____

✓ Any additional fees, e.g., fuel charges, please list here:

ATTACHMENT B
NON-COLLUSION BIDDING CERTIFICATE

By submission of this Bid, each Bidder and person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization under penalty of perjury that to the best of his knowledge and belief:

1. the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidders or with any competitor; and
2. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
3. no attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature

Name

Title

Company

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:]

ATTACHMENT D
Appendix 16
**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

Appendix 16
**MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION**

that contract.

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

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

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

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