REQUEST FOR PROPOSALS

Waste Disposal Services

The Bay City Housing Commission (BCHC) is soliciting proposals for waste disposal pick-up services for four (4) apartment developments and bulk pick-up at our maintenance facility in Bay City, MI.

Bidders may quote the apartment locations (Lot A) or maintenance facility (Lot B) or both.

Proposal deadline: Tuesday, November 10, 2026 | 12:00 noon Eastern Time

Section index

Section	What it covers	Page
1. What BCHC needs	Locations, container sizes and ownership, collection schedule, and key dates.	1
2. Service and pricing	Pickup standards, ordinary materials, combined Lot B pricing, and base/extension terms.	2
3. Response Sheet 1	Company information, annual high-rise prices, and extra-pickup rates.	3
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What to return: Signed Response Sheets 1-4 and Non-Collusive, Non-Debarred Certification.

1. What BCHC needs

Lot	Service to be priced
A - Apartments	Twice-weekly collection at all four buildings below, plus separately priced extra pickups.
B - Roll-offs Containers	A vendor-provided 40-yard container at the maintenance facility and occasional 10-, 20-, and 30-yard roll-offs at other BCHC properties in Bay City, MI.

Lot A - Four Apartment locations

Location / address	BCHC-owned receiver	Vendor-provided bulk container
Smith Manor 600 N. VanBuren	One 2-yard compacted	One 8-yard
Maloney Manor 210 Fitzhugh	One 2-yard compacted	One 4-yard
Pine Towers 306 S. Walnut	One 2-yard compacted	One 3-yard
Maplewood Manor 1200 N. Madison	One 2-yard compacted	One 4-yard

Regular pick up schedule: Monday and Thursday, 8:00 a.m. to 3:00 p.m. local time.

Lot B location: Maintenance Facility, 701 First St., Bay City, inside a gated fence. The 40-yard container is serviced on call basis, historically every three to five weeks. Smaller roll-offs on call as needed for vacant unit cleanouts and renovations.

At a glance

Item	Information
Proposal due	Tuesday, November 10, 2026, at 12:00 noon Eastern Time
Delivery	BCHC Administration Office, 315 14th Street, Bay City, MI 48708. Mark envelope "Refuse Services Bid".
Term / start	Five-year base; one additional five-year option exercisable only by BCHC or its lawful assigns, subject to Section 2. Start: [BCHC to confirm before issue].
Questions / site visits	Karl Opheim | Karl@baycityhousing.com | 989-892-9581 ext. 107

Return Response Sheets 1-4 (Sections 3-6), completing prices only for the lot(s) offered. The cover index identifies each section; submission, evaluation, and contract details follow the response sheets.

READ BEFORE PRICING

2. Service and pricing requirements

Scheduled pickups and reliable coverage

For Lot A, empty both listed containers at each building on the scheduled collection days and leave the collection area orderly. The annual price includes collection from BCHC-owned receivers and provision and servicing of the listed vendor-owned bulk containers.

Report missed pickups or access problems promptly. Correct vendor-caused missed service by the next business day at no added charge. Give advance notice of holiday changes and provide substitute collection without reducing weekly frequency. Repair container damage, including broken wheels, caused by vendor handling at no charge to BCHC.

Only BCHC-authorized staff may order extra pickups or roll-offs. An "extra 2-yard pickup" means an additional emptying of a BCHC-owned compacted receiver. State your response times for scheduled-day extras, off-schedule extras, and roll-off delivery or exchange on Response Sheet 3.

BCHC uses the City recycling program for paper, cardboard, glass, and metals. Recycling is not in the base offer. Optional waste-reduction assistance for staff and residents may be described separately.

Roll-offs and allowable materials

For Lot B, provide a 40-yard container at 701 First St. and temporary 10-, 20-, or 30-yard containers at BCHC-designated locations within Bay City upon request. Confirm the location and access arrangements with each order. No minimum number of pickups or exchanges is guaranteed.

Service covers nonhazardous household waste, furnishings, flooring, and cleanout/renovation debris. Hazardous, radioactive, corrosive, flammable, explosive, or biomedical waste is excluded. Disclose other excluded materials or special handling in Section 6. Unusual work outside the agreed scope and any additional charge require prior written authorization. Safe handling and lawful disposal remain required.

How to price

Lot A: Quote one all-inclusive annual price per property for each of the five base-contract years. Enter annual amounts, not monthly rates. Include fuel, disposal, vendor container costs, administrative/environmental fees, and all normal service charges. Quote extra pickups separately per pickup.

Lot B: Quote one combined price per roll off dumpster, per pickup or exchange, for each size and contract year. Include rental, delivery, pickup/haul-off, ordinary disposal, fuel, and normal fees. Do not separate rental, hauling, or disposal charges.

Temporary roll off container prices cover delivery, rental through requested removal, and one loaded pickup/disposal. The 40-yard price covers each loaded pickup/exchange and container availability between pickups, including initial placement and final empty-container removal. No separate daily rent applies. Disclose any proposed rental-time limit in Section 6.

Pricing and contract term

Quote fixed prices for each of the five base years, with no unilateral increase or separate fuel surcharge. Each lot must stand on its own. Disclose requested changes in Section 6; an exception is not automatically accepted.

The initial term is five years. One additional five-year extension may be approved and exercised only by the Bay City Housing Commission or its lawful assigns, through authorized written notice and subject to required approvals and an option-pricing basis disclosed and evaluated in this solicitation. There is no automatic renewal or vendor right to extend. The agreement states the start date and ordering limits.

RESPONSE SHEET 1 - RETURN

3. Your offer and Lot A prices

Complete your company details. Mark the lot(s) offered; enter "No bid" for a lot you are not offering.

Company / contact	Your response
Legal company name	
Contact / title	
Email / telephone	
Mailing address	
Lot(s) offered	[ ] Lot A [ ] Lot B [ ] Both

A1. Annual base-service prices - both containers, twice weekly

Enter the full 12-month price for each property, not a monthly rate. Each contract year is 12 consecutive months; Year 1 begins on the agreed start date. Monthly billing is one-twelfth of the applicable annual price, subject to service credits.

Property	Year 1 ($/year)	Year 2 ($/year)	Year 3 ($/year)	Year 4 ($/year)	Year 5 ($/year)
Smith Manor					
Maloney Manor					
Pine Towers					
Maplewood Manor					
Total annual price					

Five-year Lot A base total (sum the five annual totals; do not multiply by 12): $

_____

A2. Extra pickup of one BCHC-owned 2-yard compacted receiver

Price per extra pickup	Year 1	Year 2	Year 3	Year 4	Year 5
At one site, on a scheduled service day					
At one site, on a non-scheduled service day					

Do not add a separate fuel, container, or disposal surcharge. Quote both extra-pickup rates for all five years. Section 7 explains how these rates are compared without estimated pickup quantities. Identify any requested exception on Response Sheet 4.

RESPONSE SHEET 2 - RETURN

4. Lot B roll-off prices

Enter one combined price per dumpster for each size and contract year. Each price covers one pickup or exchange and the included services in Section 2; it is not an annual or monthly charge. Quote all four sizes. Section 7 allocates 35 of the 70 Lot B price points (50%) to 40-yard rates and 35 points to the other sizes combined.

Combined price per dumpster, per pickup or exchange

Dumpster size	Year 1 ($/dumpster)	Year 2 ($/dumpster)	Year 3 ($/dumpster)	Year 4 ($/dumpster)	Year 5 ($/dumpster)
10-yard					
20-yard					
30-yard					
40-yard at 701 First St.					

For a temporary dumpster, delivery, rental through requested removal, and one loaded removal together incur one combined charge. Delivery and removal are not billed as two services. For the 40-yard roll off dumpster, charge once for each loaded pickup/exchange.

Billing basis: number of dumpsters picked up or exchanged x the applicable per-dumpster price for that size and year. Count each completed pickup/exchange once. No separate rental, haul-off, or ordinary-disposal charge applies.

Requested limitations or other departures from this combined-price basis belong on Response Sheet 4. Write "None" there when the offer meets the requested terms.

RESPONSE SHEET 3 - RETURN

5. Service response and references

Brief answers are sufficient. Attach up to two additional pages only if needed; respond for the lot(s) offered.

Service consideration	Your response / commitment
Describe compatible trucks/receivers, container availability, backup equipment, and staffing.	
Confirm Mon/Thu 8 a.m.-5 p.m. coverage and next-business-day correction; explain holiday coverage.	
State response times for scheduled-day and off-schedule extras, roll-off delivery, and exchange.	
Start-up. State mobilization lead time, contact details for dispatch, complaints, emergencies and container repairs.	
Identify intended lawful receiving facilities and any subcontractors, including their work.	
Briefly describe comparable service accounts and years in business.	

Three references for comparable service

References need not be local. Include current accounts when available; identify any former account and dates served.

Customer / service provided	Contact / phone or email	Dates / length of service

By signing Response Sheet 4, confirm that you can maintain all vehicle, driver, business, and other authorizations legally required for the offered work. Evidence will be requested from the apparent successful vendor.

RESPONSE SHEET 4 - RETURN

6. Requested exceptions, alternatives, and signature

Requested departures from the RFP (exceptions)

An exception is a requested change, not permission to ignore the RFP. Examples: a different pickup day, longer response time, or different payment terms. Write "None" or identify the requirement, requested change, and price/service effect, including any rental-time limit or additional-charge condition. Attach proposed vendor terms and identify conflicts. No exception applies unless accepted in writing; BCHC may reject material exceptions.

RFP section / topic	Requested change and price or service effect

Optional service or cost-saving idea

Optional ideas are not scored. The base offer must satisfy material requirements. If BCHC adopts a material alternative or exception, all affected offerors receive the same revised requirement and an opportunity to revise before award. Do not condition one lot's price on receiving the other.

Describe the idea and estimated savings; attach one additional page if needed.

_____

_____

Acknowledgment and offer

The signer is authorized to submit this offer and confirms independent preparation without collusion or improper influence, disclosure above of conflicts or current exclusions affecting eligibility, and accurate information to the best of the signer's knowledge. The offer is valid for 60 calendar days after the deadline. Required insurance, authorizations, and service commitments will be maintained.

I acknowledge this RFP, having familiarized myself with the local conditions affecting the cost of this work, hereby proposes to perform everything required and to provide and furnish all the labor, materials, and transportation service in a workmanlike manor. Non-Collusive, Non-Debarred Certification, HUD-5370-C Section I, other published conditions, and any addenda. This signature covers all response sheets; notarization is required only by a mandatory published attachment.

Addenda acknowledged (number/date), or "None":_____

Authorized signature / printed name / title:

_____

Date:

_____

Submit: signed response sheets acknowledging HUD-5370-C; necessary explanations; proposed vendor terms; and required proposal-stage forms. After selection: W-9, insurance evidence/endorsements, license verification, payment setup, and executed contract documents. Do not submit tax identifiers or banking details with the proposal.

SELECTION - READ BEFORE SUBMITTING

7. How BCHC will compare proposals

BCHC will evaluate Lot A and Lot B separately and may award either or both. Each lot has 100 available points. Eligibility, necessary authorizations, a complete price response for the lot, and acceptance of material requirements are threshold conditions. Only the following factors will be scored:

Factor	Points	What BCHC evaluates
Price	70	Lot A: annual base-service prices and extra-pickup rates. Lot B: 40-yard rates (35 points); other sizes combined (35 points). The comparison below uses submitted prices, not usage estimates.
Service and problem handling	20	Coverage, compatible equipment, backup capability, response commitments, start-up, and handling of missed service and container damage.
Comparable experience / references	10	Relevant past performance, similar accounts, and substantiated reference feedback.

Service and experience are scored on a documented 0-5 scale, multiplied by 4 and 2 respectively. Licenses and other required authorizations are eligibility conditions, not extra points. BCHC will select the highest-scoring responsible offeror for each lot, subject to required approvals, or document rejection/cancellation under Section 8.

Price comparison using the quoted rates

Lot A - 70 points: 60 points compare the five-year base-service total: add the 20 annual property/year prices (four properties x five years); do not multiply by 12. The remaining 10 points compare the sum of the 10 extra-pickup rates. For each component, points = available points x lowest eligible comparison amount / the offeror's comparison amount. Add the component scores.

Lot B - 70 points: Allocate 35 points (50% of the Lot B price score) to 40-yard dumpsters and 35 points (50%) to the other sizes combined. Using Response Sheet 2, add the five yearly 40-yard rates for the 40-yard component. For the other-sizes component, add the 15 yearly 10-, 20-, and 30-yard rates, counting each once. For each component, points = 35 x lowest eligible component total / the offeror's component total. Add both component scores. These rate comparisons are not spending estimates or guaranteed order quantities.

The extra-pickup comparison is also a rate index, not an order forecast. For each Lot A or Lot B price component separately, if the lowest eligible comparison amount is $0, $0 offers receive full available points and positive-price offers receive zero for that component. Negative prices are not accepted.

Ties are resolved first by the higher price score, then by the higher service score, then by the higher experience score. Any remaining exact tie is resolved by a documented drawing with the tied offerors invited to observe. No undisclosed factor will be introduced.

BCHC may award on initial proposals or conduct fair discussions with offerors in the competitive range and request best-and-final offers under the same disclosed criteria. It will not use undisclosed evaluation factors. Conditional package discounts do not affect the separate-lot base evaluation; any proposed bundled alternative follows the common revision process in Section 6.

SUBMISSION AND AWARD

8. Sending your proposal and award process

Submit one signed response package

Deliver one signed original of each Response Sheets 1-4 and Non-Collusive, Non-Debarred Certification; any attachments in an envelope marked "Refuse Services Bid" to Bay City Housing Commission, Administration Office, 315 14th Street, Bay City, MI 48708. The **deadline is Tuesday, November 10, 2026, at 12:00 noon** Eastern Time. BCHC's receipt time controls; Bidders allow for delivery delays. Email responses will not be accepted. Late proposals will not be considered.

Submit questions in writing to Karl@baycityhousing.com by Thursday, November 5, 2026, at 3:00 p.m. Eastern Time will allow adequate response time to all registered prospective bidders by email; Contact Karl to be included in all correspondence. Site visits are optional and can be arranged through Assistant Director Karl Opheim at 989-892-9581 ext. 107. No oral answer changes the RFP.

A signed written revision or withdrawal may be delivered before the deadline. Label revisions clearly. This is a competitive proposal process; no public sealed-bid opening is promised. BCHC will notify offerors of the award decision by email. Submitted records are subject to applicable public-records law; marking information confidential does not itself make it exempt.

Approval, exceptions, and award

Award requires approval by the BCHC Board and completion of applicable owner/program approvals. BCHC may reject any or all proposals or cancel the solicitation for a documented reason. It may waive only minor irregularities that do not materially affect price, service, responsiveness, or competitive standing. A best-interest reservation does not authorize an arbitrary award or an undisclosed criterion.

Apparent errors may be verified and permissible clarifications requested. Material scope, pricing, or contract changes will be communicated consistently to affected offerors with an opportunity to respond before award. The apparent successful vendor is not authorized to start work until the written agreement is executed and required pre-start evidence is accepted.

Protests

An actual or prospective offeror may submit a written protest concerning this solicitation or the award. Protests shall be addressed to the Chief Executive Officer, Bay City Housing Commission, 315 14th Street, Bay City, MI 48708. A protest concerning solicitation requirements must be received before the proposal deadline when the grounds were reasonably apparent. An award protest must be received within five business days after notice of the award. The protest shall identify the solicitation, the protester’s contact information, the challenged action or requirement, supporting facts and documents, and the requested remedy.

The CEO or an authorized, impartial designee will review the protest and relevant procurement record and issue a written decision explaining the determination. If the CEO cannot review the matter impartially, BCHC will assign a qualified, independent reviewer under its applicable delegated authority. Legal or technical assistance may be obtained when necessary. Review will ordinarily be based on the written record; a formal hearing is not required unless a controlling requirement provides otherwise.

An appeal must be submitted in writing to the CEO at the same address within five business days after receipt of the protest decision. The appeal shall identify the specific factual or procedural errors alleged and the relief requested. The CEO’s office will refer the appeal to a qualified, impartial reviewer who did not participate in the initial protest decision and who is authorized to decide the appeal under BCHC’s applicable procurement authority. The reviewer may be an outside professional. The appeal decision shall be issued in writing and will conclude BCHC’s internal protest process, subject to any controlling requirement.

Protests, continued

Filing a protest or appeal does not automatically suspend the procurement, award, or performance unless required by applicable law or another controlling requirement or directed by BCHC in writing. This protest process does not replace the dispute-resolution provisions of an executed contract or limit rights and remedies available under applicable law or mandatory contract provisions.

Contract formation and precedence

The signed agreement will identify the contracting entity, each served owner/site, awarded lot(s), service-start date, prices, ordering limits, and contract administrator. Any additional five-year term may be exercised only by BCHC or its lawful assigns under Section 2; no automatic renewal applies. No unilateral increase, evergreen renewal, or vendor website term is incorporated. Mandatory law, applicable program clauses, and HUD-5370-C control within their scope; otherwise the signed agreement, RFP/addenda, and accepted response govern in that order. A vendor standard agreement applies only to the extent expressly accepted in writing and consistent with the competed requirements.

CONTRACT CONDITIONS - REQUIRED BEFORE SERVICE

9. Contract conditions and vendor setup

Service records, invoicing, and payment

Invoice monthly by property/site using Lot A annual prices divided by 12, extra-pickup rates, and Lot B per-dumpster pick ups rates. Show service dates, sizes, quantities, authorized extras, credits, and total due. Complete, correct invoices received by the first will be paid by the twentieth for accepted service. BCHC will promptly identify disputed items and pay undisputed amounts. Unperformed service is not payable. Retain service/billing records for three years after final payment, or longer under a listed program condition or unresolved claim, with reasonable contract-related access for BCHC and authorized reviewers.

Insurance evidence - apparent successful vendor only

Coverage	Required limit / basis
Workers' compensation / employers' liability	Statutory workers' compensation; employers' liability: $100,000 each accident, $100,000 disease per employee, $500,000 disease policy limit.
Commercial general liability	At least $1,500,000 per occurrence. If claims-made, retroactive date no later than contract execution and five-year extended reporting protection.
Automobile liability	At least $1,000,000 combined single limit per accident for owned, hired, and non-owned vehicles used in the work.

Before service, provide all insurance certificates and maintain coverage through performance. Name *BCHC as an additional insured on appropriate liability policies, on a primary/noncontributory basis*, not on workers' compensation. Provide 30 days' cancellation notice where available by endorsement and prompt direct notice of cancellation or reduced coverage. The issued schedule must identify any additional owner entities and endorsement requirements.

Performance, changes, and termination

The vendor is responsible for its personnel/subcontractors, lawful disposal, safe work, site security, and damage/spills it causes. Assignment, material subcontractor substitution, scope changes, and additional charges require written authorization. BCHC may terminate for cause after notice and reasonable opportunity to cure, or for convenience on 30 days' written notice. Immediate protective action may address safety or illegal performance. Termination payments cover accepted service and expressly authorized noncancelable transition costs, not lost future profit or automatic remaining-term charges.

Vendor setup and applicable law

After apparent selection, provide a W-9, required authorizations and insurance certificates, and subcontractor details, and listed award-stage certifications. BCHC will check eligibility and arrange secure payment setup. Comply with applicable waste, transportation, worker-safety, nondiscrimination, and disability laws, including the Elliott-Larsen and Michigan Persons with Disabilities Civil Rights Acts.

HUD-5370-C, Section 1

HUD-5370-C, Section I, General Conditions for Non-Construction Contracts (01/2014), is incorporated for both lots, subject to each clause’s stated applicability. Acknowledge it on Response Sheet 4.

(PASTE or TYPE ON BIDDER'S LETTERHEAD)

NON-COLLUSIVE AFFIDAVIT

State of (_____)
ss.

County of (_____)

_____, being first duly sworn, deposes and says:

That he/she is _____ (a partner or officer of the firm of, etc.) the party making the foregoing proposal or bid, that such-proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Bay City Housing Commission or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

NON-DEBARRED CERTIFICATION

This is to certify that the below signed bidder is not nor have been debarred, suspended or otherwise prohibited from contacting or entering into construction or modernization agreement with any federal, state or local agency including the U.S. Department of Housing and Urban Development.

Date: _____ Signature: _____

Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Subscribed and sworn to_____before me

This_____day of_____20_____.

My commission expires_____20 _____

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. 01/31/2014)

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 $100,000 - use Section I**;
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than $2,000 but not more than $100,000 - use Section II**; and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $100,000 – use Sections I and II**.

Section I - Clauses for All Non-Construction Contracts greater than $100,000

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 been titled 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 pubic 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.